SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

2. CONTRACT NO. N00104-01-A-Q570

3. AWARD.EFFECTIVE DATE 16 Aug 2001

4. ORDER NUMBER

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: ▶

a. NAME

b. TELEPHONE NUMBER (*No collect calls*)

8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY CODE N00104

DEPARTMENT OF THE NAVY
NAVAL INVENTORY CONTROL POINT
5450 CARLISLE PIKE
MECHANICSBURG, PA 17055-0788

POC: TERRI S. BAXTER/CODE 0272.15
PHONE: (717) 605-2003
EMAIL: TERRI.BAXTER@NAVY.MIL

10. THIS ACQUISITION IS
☐ UNRESTRICTED
☐ SET ASIDE: %FOR
☐ SMALL BUSINESS
SMALL DISADV. BUSINESS
☐ 8(A)
SIC:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT
Net – 30 days

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING
DO-C9E

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE
SPECIFIED ON EACH ORDER

16. ADMINISTERED BY CODE N00104
BASIC AGREEMENT – SAME AS BLOCK 9
ORDERS – AS CITED ON EACH INDIVIDUAL ORDER

17a. CONTRACTOR/OFFEROR CODE 0S0H9 FACILITY
DLT SOLUTIONS
360 Herndon Parkway
Suite 700
Herndon, VA 20170
POC: Andrew Smith Phone: (703) 773-1194
Email: Andy.Smith@dlt.com

18a. PAYMENT WILL BE MADE BY CODE
SPECIFIED ON EACH ORDER

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE ATTACHMENT A – PRICING GSA SCHEDULE GS-35F-4543G APPLIES REMIT TO: SAME AS BLOCK 17a.				

25. ACCOUNTING AND APPROPRIATION DATA
N/A – SPECIFIED ON EACH ORDER

26. TOTAL AWARD AMOUNT (*For Govt. Use Only*)

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ☒ ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE _____ OFFER ☐ DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5). INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR
/S/

31a. UNITED STATES OF AMERICA (*SIGNATURE OF CONTRACTING OFFICER*)
/S /

30b. NAME AND TITLE OF SIGNER (*TYPE OR PRINT*)
Jacqueline Biggio
Director of Comp. Vendors

30c. DATED SIGNED
16 Aug 2001

31b NAME OF CONTRACTING OFFICER (*TYPE OR PRINT*)
R. L. KLINGER
CONTRACTING OFFICER

31c. DATE SIGNED
16 Aug 2001

32a. QUANTITY IN COLUMN 21 HAS BEEN
☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT. EXCEPT AS

33. SHIP NUMBER
☐ PARTIAL ☐ FINAL

34. VOUCHER NUMBER

35.AMOUNT VERIFIED

36. PAYMENT
☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

32b.SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE

38. S/R ACCOUNT NUMBER

39.S/R VOUCHER NUMBER

40. PAID BY

42.a. RECEIVED BY (*Print*)

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42.c DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

Blanket Purchase Agreement
DoD Enterprise Software Agreement (ESA)

In the spirit of the National Performance Review, the Department of Defense (DoD) and DLT Solutions, Inc. enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract GS-35F-4543G.

Federal Supply Schedule Contract Blanket Purchase Agreements (BPAs) reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations, and the evaluation of bids and offers.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

The Enterprise Software Initiative (ESI) is a joint DoD project to develop and implement a DoD enterprise process. This BPA is issued in the spirit of the policy and guidelines provided in the Defense Federal Acquisition Regulation Supplement (DFARS) Section 208.74.

Attachments to this agreement are:

a. Attachment A – Product and Price List
b. Attachment B – HiSoftware End User License Agreement
c. Attachment C – HiSoftware Support and Maintenance Agreement
d. Attachment D – Report of Sales Format
e. Attachment E – ITEC Direct Format

A. TERMS AND CONDITIONS

1. Pursuant to General Services Administration (GSA) Federal Supply Services (FSS) Contract Number GS-35F-4543G, DLT Solutions, Inc. agrees to the following terms of a Blanket Purchase Agreement (BPA) with the Naval Inventory Control Point. All orders placed against this BPA are subject to the terms and conditions of the FSS Contract. The items on this BPA are set forth in Attachment (A). License terms and conditions applicable to products acquired under this BPA are defined in the HiSoftware License Agreement included as Attachment (B). The Order of Precedence for resolving any inconsistency between the Commercial License and the GSA contract terms shall be as specified in the GSA contract's Commercial Item clause, FAR 52.212-4, and the provisions of FAR 52.212-4 specified in FAR 12.302, as required by Federal law, shall prevail over any terms of the commercial license.

2. **Extent of Obligation.** The Government is obligated only to the extent of authorized purchases actually made under this BPA. There is no minimum order guarantee.

3. **Funds Obligation.** The BPA does not obligate any funds. Funds will be obligated on each delivery order.

4. **BPA Term.** The BPA expires on 15 August 2007. This expiration is contingent upon the Contractor maintaining or renewing a GSA FSS Schedule. The BPA will be reviewed annually to ensure that it still represents a "best value". The new ordering period is 8/16/04 through 8/15/07.

5. **Pricing Terms.** Attachment (A) provides unit prices as explained below. Prices shall not escalate, and Attachment (A) is not subject to upward adjustment during the term of the BPA. Spot discounting is encouraged. The prices will be reviewed annually, or as required to determine whether a reduction is appropriate in accordance with the price reduction provisions of the agreement. A 2.0% Acquisition, Contracting, and Technical (ACT) Fee shall be included in the prices. The contractor shall be responsible for the payment of all fees that are included in the product pricing (i.e. GSA, ACT), as calculated on the customer orders.

6. **Discount Terms and Conditions.** Prices for software are provided at three discount levels as determined by the cumulative sales of products under this agreement. The purchase of HiSoftware Professional Services and Training is not calculated in the aggregate dollar total that determines the discount level. Based on total sales of products under this agreement to date, the (< $250,000) cumulative discount level has been achieved and is no longer available. Beginning on the effective date of the new ordering period specified in Paragraph 4 above, the products included in Attachment (A) shall be priced at the ($250,000.01 to $499,999.99) cumulative discount level. DLT Solutions is responsible for the tracking of cumulative value and timely notification to the Government when the (> $499,999.99) discount level is achieved. The reduced pricing for the higher discount levels will be available on the first day following achievement of the dollar value.

The parties agree that DOD sales made during the initial three-year BPA ordering period shall carry over to the new ordering period specified in Paragraph 4 above and count towards achieving the next discount level.

7. **Out-Year Prices.** The $250,000.00 and $500,000.00 discount levels are achieved by dollar value only and are not governed by agreement year. Purchased quantity that is credited towards the volume discount level is cumulative for the total term of the BPA, which includes the new ordering period specified in Paragraph 4 above. Any creditable purchases made in one year are carried forward to the subsequent agreement years to determine the applicable discount level. The unit prices for the discount levels on Attachment (A) are not subject to upward adjustment during new three-year ordering term. The prices will, however, be reviewed annually to determine whether a reduction is appropriate in accordance with the price reduction provisions of the agreement.

8. **Price Reduction.**

8.1 **Most Favored Customer Prices.** The prices under this BPA shall be at least as low as the prices that DLT has under any other contract instrument under like terms and conditions. If at any time the prices under any other contract instrument become lower than the prices in this BPA, this BPA will be modified to include the lower prices.

8.2 **SmartBUY Transition.** OMB has recently announced the SmartBUY initiative to maximize cost savings and achieve best quality when acquiring software. The General Services Administration (GSA) is the designated Executive Agent for SmartBUY. The initiative will establish software enterprise licensing on a government-wide basis. If during the term of this ESA, HiSoftware and its resellers enter into a government-wide agreement with the GSA under the SmartBUY Initiative, which includes pricing for the specific products or services under similar terms and conditions as those licensed by the DoD, neither HiSoftware or its resellers will preclude the DoD from licensing products or purchasing services under a SmartBUY agreement.

9. **License Agreement.** Notwithstanding any provision to the contrary, licenses are transferable within the authorized users as stated in paragraph B.1 herein. Software licenses purchased under this BPA are perpetual software licenses subject to the licensing provisions and the terms of the GSA Contract. Any delivery order issued hereunder will serve as proof of purchase. Upon validation and electronic download of software, customers will be provided an electronic version of the HiSoftware end-user license agreement.

The End-User License Agreement shown in Attachment (B) shall take precedence over any related standard shrinkwrap agreements. Software licenses include telephone and e-mail support for installation and specific technical questions for a period of one (1) year from date of purchase. Telephone support/help desk is available Monday-Friday 8am-5pm EST. E-mail support is available seven days per week, 5 am-11pm EST.

10. **Media.** This software is currently available on hard copy media at an additional price if desired. The Media Kit contains a copy of the CD, which includes the software and an electronic version of the end-user license agreement.

11. **Support and Maintenance.** See Attachment (C) for a full explanation of coverage.

11.1. **Support.** The software products made available under this BPA include a standard warranty for a period of one (1) year from the date of acquisition.

11.2. **Maintenance.** A full one-year of maintenance for all product releases starting from date of purchase is included in the purchase price. Additional separately priced maintenance is available for purchase after the first year at 15% of license cost annually (see Attachment (A) for specific pricing). Maintenance purchase entitles users to all upgrades and new releases of licenses under maintenance. Products also include HiSoftware "AutoUpdater" which allows the user to download the latest maintenance and minor releases at their convenience. A user selects the menu shortcut and AutoUpdater will check for any available updates. AutoUpdater supports users who connect through the Internet using a Proxy Server.

12. **Professional Services.** DLT Professional Services may be purchased from five categories: (1) Consultant/Engineer, (2) Senior Consultant/Engineer, (3) Project Manager/Engineer, (4) Senior Project Manager/Systems Architect, and (5) Director/Engineer. Rates do not include any travel or living expenses. (SIN 132-51 found in the Terms and Conditions of the Federal Supply Schedule contract provides a full explanation of these labor categories and can be found at: http://www.dlt.com/contract/508bpa.htm).

13. **On-Site Training.** On-Site Training Sessions are available for purchase under the professional services CLINs for a minimum of 4 hours with a 20 attendee maximum. All attendees must be registered users of AccRepair. Labor rates do not include any travel and or per diem expenses.

14. **Technology Improvement.** The Government may solicit and the BPA holder is encouraged to propose independently, technology improvements to the BPA. Proposals shall be submitted by the BPA holder and include a description of the products and/or services, an electronic copy of the pricing tables, technical literature that describes the products and/or services, and evidence of inclusion on GSA schedule. Discounts shall be at the same or greater discount level as the original BPA product prices.

15. **Substitution and Technology Refreshment.** If at any time during the life of this BPA, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the BPA holder shall provide a proposal to include the new or revised products on the BPA under the appropriate line items. Proposed prices for new or revised products shall be constructed in accordance with paragraph 8 of this BPA for most favored prices. Discounts shall be at the same or greater discount level as the original BPA product prices. Proposals shall be submitted to the Contracting Officer within seven (7) days of the BPA holder's awareness of the OEM's intent. Improvement of product includes new releases, updates, upgrades including additional features and functionality, and successor or upgrade products.

B. AUTHORIZED USERS AND POINTS OF CONTACT

1. **Authorized Users.** The BPA is open for ordering by all Department of Defense (DoD) Components. For the purposes of this agreement, a DoD component is defined as: the Office of the Secretary of Defense (OSD), the Military Departments, the Chairman of the Joint Chiefs of Staff, the Combatant Commands, the Inspector General of the Department of Defense (DoD IG), the Defense Agencies, the DoD Field Activities, the U. S. Coast Guard, and the Intelligence Community. This BPA is also open to DoD Contractors authorized to order in accordance with the FAR Part 51.

2. **BPA Points of Contact:** Administration of this BPA will be performed by the following organization:

Naval Inventory Control Point
5450 Carlisle Pike
Mechanicsburg, PA 17055-0788

a. **Contracting Office:**

Point of Contact:
Naval Inventory Control Point
Code 0272.15, Building 407
5450 Carlisle Pike
Mechanicsburg, PA 17055-0788

POC: Terri Baxter
Phone: (717) 605-2003
Fax: (717) 605-4600
Email: terri.baxter@navy.mil

Procuring Contracting Officer (PCO):
Naval Inventory Control Point
Code 0272
5450 Carlisle Pike
Mechanicsburg, PA 17055-0788

PCO: Rod Klinger
Phone: (717) 605-3824
Fax: (717) 605-1951
Email: rodney.klinger@navy.mil

b. **Software Product Manager (SPM):**

Software Product Manager (SPM):
DON IT Umbrella Program Management Office
SPAWAR Systems Center San Diego
Code D829
53560 Hull Street
San Diego, CA 92152-5001

PM: Linda Greenwade
Phone: (619) 524-9616
Fax: (619) 524-9678
Email: linda.greenwade@navy.mil

or Alternate Point of Contact:
DON IT Umbrella Program Management Office
SPAWAR Systems Center San Diego
Code D829
53560 Hull Street
San Diego, CA 92152-5001

POC: Barbara Johnson
Phone: (619) 524-9607
Fax: (619) 524-9678
Email: barbara.a.johnson@navy.mil

c. **Financial Management Office (FMO):**

SPAWAR Systems Center Charleston
Norfolk Office
Code 645.2, Bldg V-53
P.O. Box 1376
Norfolk, VA 23501-1376

If overnight or express mail is used, the correct address is:
SPAWAR Systems Center Charleston
Norfolk Office
Code 645.2, Bldg V-53
9456 Fourth Avenue
Norfolk, VA 23511-2130

FMO: Elizabeth Vonasek
Phone: (757) 445-1493
Fax: (757) 445-2103
Email: Elizabeth.Vonasek@navy.mil

d. **Customer Point of Contact:** (To be specified on each order.)

C. ORDERING

1. DFARS Section 208.74 directs software buyers and requiring officials to check the DoD ESI website for DoD inventory or an ESA before using another method of acquisition. These steps for the buyer are summarized from the DFARS:

a. Check the Enterprise Agreement Summary Table to determine if software rights or maintenance have already been purchased and are available from DoD inventory. If they are available, purchase the designated software from DoD inventory and reimburse the SPM.

b. If the required software rights or maintenance are not available from inventory or from an ESA, you may use an alternate method of acquisition, subject to laws and policy.

c. If the required software rights or maintenance are not available from inventory but are available from an ESA, you must follow the procedure in the DFARS Section 208.74.

d. If you must obtain the software or software maintenance outside the DoD ESA, you may seek a waiver from a management official designated by your DoD Component.

This BPA will be posted to the DoD ESI website as part of the ESI program. The web site can be viewed at: http://www.don-imit.navy.mil/esi/ .

2. **Delivery Orders.** The scope of this effort is worldwide. Ordering via this BPA is decentralized. Orders are prepared by a Government Ordering Officer (a duly warranted Contracting Officer whose warrant authorizes purchases from the GSA Schedule), in accordance with the terms and conditions of this BPA and the GSA Schedule. Orders may be placed by EDI, credit card, facsimile, on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155. Customers may view ordering information by accessing the following DLT web site: www.dlt.com/contract/508bpa.htm.

Please address all purchase orders to:

DLT Solutions
POC – Andrew Smith
360 Herndon Parkway, Suite 700
Herndon, VA 20170

Fax: 703-709-8450
Phone: 1-888-223-7083
703-773-1194
E-mail: sales@dlt.com
Andy.Smith@dlt.com

Written Orders under this BPA must include:

- End user's name
- End user's phone number
- End user's e-mail address
- Billing address
- Ship to address
- Special instructions
- If prime contractor, must include government contract reference
- Signature

Credit Card Orders

Please contact:

DLT Solutions, Inc.
POC: Andrew Smith
Email: Andy.Smith@dlt.com
Phone: 1-888-223-7083
703-773-1194

When calling in credit card orders please have the following information:

- Credit Card information (number, expiration, name as it appears on card, billing address for the card).
- End user's name
- End user's phone number
- End user's e-mail address
- Billing address
- Ship to address
- Special instructions

Notice to Ordering Offices: This BPA was awarded non-competitively against GSA schedule. It is the responsibility of the Ordering Officer to ensure that the vendor selected represents the best value for the requirement being ordered. (see FAR 8.404). When ordering services, ordering offices are responsible for compliance with GSA's Ordering Procedures for Services and DFARS 208.404-70.

3. **Users' Ordering Guide.** The Contractor shall develop a Users' Ordering Guide in coordination with the Government that will be posted to the Contractor web site and various Government sites. The Ordering Guide shall be submitted to the SPM and PCO within thirty (30) days of BPA issuance and made available on the Contractor's home page upon written approval. This guide shall be continuously updated as required. The guide shall contain all information necessary for geographically dispersed activities to place orders, including, as a minimum:

a. URL where a complete list of products available, with appropriate contract line item numbers (CLINs) and associated prices can be found
b. Government and Contractor Points of Contact
c. Description of the ordering process

d. Program Terms and Conditions
e. License Terms and Conditions
f. Information necessary to complete a DD350 (such as CAGE, DUNS, TIN, Business Size, etc.)
g. Range of discounts
h. Links to DoD ESI and the Government web sites

4. **E-Commerce Site.** It is the intention of the Government to use existing and future capability of the DoD Standard Procurement System, Electronic Data Interchange (EDI) capability, Government procurement card, and vendor electronic ordering capability to create a paper-less ordering, invoicing and payment process. During the term of the BPA, the Contractor shall participate to achieve this objective.

This BPA will be posted to the DoD ESI website as part of the ESI program. The web site can be viewed at http://www.don-imit.navy.mil/esi/ .

On-line ordering can also be accomplished at http://www.itec-direct.navy.mil. ITEC Direct is the Navy's World Wide Web accessible shopping and order processing tool. The following requirements apply to this BPA:

a. This BPA may be placed in the Department of the Navy's (DON) ITEC Direct system as part of the DON Information Technology Electronic Commerce (ITEC) Direct Project. If placed in ITEC Direct, the contractor shall insure that the data and information obtained through ITEC Direct is current, accurate, complete, in the standard format enabling expedient data loading and relevant to the acquisition vehicle. The standard format is provided in Attachment (E).

b. The Contractor shall maintain a database of prices with the required and relevant information and links to technical specifications to be accessible by ITEC Direct in a distributed database environment.

c. The Contractor shall maintain coordinated and integrated hypertext links to ITEC Direct from their World Wide Web site(s) to the ITEC Direct site and shall insure the integrity of any data and information posted on their web sites or in the ITEC Direct web site for their acquisition vehicle. This effort may require the Contractor to adapt their practices so that electronic commerce can be conducted through ITEC Direct to the vendor.

d. The Contractor shall provide EC/EDI capabilities and accept and respond to secure on-line orders and customer requests consistent with the terms of this acquisition vehicle.

e. The Contractor shall adapt its business processes, at no additional cost to the government, as the DoD Virtual Information Technology Marketplace (VITM) and ITEC Direct technical requirements, environment and architecture evolve. The VITM may be reached via the web site www.vitm.gov.

This BPA may also be loaded into the electronic catalog systems of other DoD agencies.

5. **Delivery Schedule.** The Contractor shall make available the current version of software within 30 days of receipt of order.

6. **Delivery Notice.** Unless otherwise agreed to, all deliveries ordered under this BPA must be accompanied by a delivery notice, ticket or sales slips that must contain at a minimum the following information:

a. Name of Contractor
b. GSA Contract Number
c. BPA Number
d. Product Description/Model numbers

e. Delivery order number
f. Date of purchase
g. Quantity, unit price and extension of each item (unit prices need not be shown when incompatible with the use of automated systems; provided that the invoice is itemized to show the information)
h. Date of shipment

7. **Suspension.** There may be occasions where the Government may suspend ordering (by CLIN up to and including the entire BPA.) If a suspension is announced, the Contractor shall adhere to this suspension by not accepting/processing delivery orders for the suspended item(s).

D. INVOICING AND PAYMENT

1. **Invoicing.** The requirements of a proper invoice are as specified below as required by FAR 52.212-4 in the Federal Supply Schedule contract. Full text of this clause can be found on the web at URL: http://farsite.hill.af.mil/. The contractor shall submit an original invoice and three copies to the address specified on the delivery orders issued against the BPA. An invoice must include:

a. Name and address of the Contractor
b. Invoice date
c. Contract number, contract line item number and, if applicable, the order number
d. Description, quantity, unit of measure, unit price and extended price of the items delivered
e. Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading
f. Terms of any prompt payment discount offered
g. Name and address of official to whom payment is to be sent
h. Name, title, and phone number of the person to be notified in event of defective invoice

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125. Prompt Payment Contractors are encouraged to assign an identification number to each invoice.

2. **Fast Payment Procedure** The provisions of FAR 52.213-1 FAST PAYMENT PROCEDURE (*FEB 1998*) are incorporated in this BPA by reference and pertain to Credit Card purchases or other applicable order deliveries. Fast Payment procedures may be used when the conditions of FAR 13.402 are met and the delivery order authorizes Fast Payment. Full text of this clause can be found on the web at URL: http://farsite.hill.af.mil/.

3. **Precedence.** The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of the BPA and the Contractor's invoice, the provisions of the BPA will take precedence.

4. **Fees and Payments.**

4.1 **GSA Industrial Funding Fee.** The unit prices include a markup to account for the GSA fee. The contractor shall be responsible for all required filings to GSA and for payment of this fee in accordance with applicable GSA instructions.

4.2 **Acquisition, Contracting, and Technical (ACT) Fee.** The cost of awarding, administering and managing this BPA is included in the prices charged to ordering activities. The ACT fee is 2%. Remittance of the ACT fee shall be made on a calendar quarterly basis (i.e. January – March, April – June, July – September, and October – December) or as otherwise requested by the Software Product Manager (SPM) and is due thirty (30) days following approval of the report for the completed reporting period. ACT fees

that have not been paid within the prescribed thirty (30) days, shall be considered a debt to the United States Government under the terms of FAR 32.6. The Government may exercise all its rights under the contract, including withholding or setting off payments and interest on the debt (see contract FAR clause 52.232-17, interest). Failure of the Contractor to pay the ACT Fee in a timely manner may result in termination of the BPA.

4.3 **Fee Distribution.** The Air Force, Army, DISA and Navy are participating in a fee-sharing program. The contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated Air Force, Army, DISA, Navy or DOD as appropriate.

4.3.1 **ALL SALES:**

The 2% ACT fee is split equally between the DoD Component whose customer places the order and the DoD Component that manages the ESI agreement. In other words, any Air Force order against an ESI agreement managed by the Navy results in a 1% portion of the 2% fee being returned to the Air Force acquisition organization (listed under Air Force Sales). The Navy will retain the entire 2% fee under orders issued for Navy activities or those activities that do not collect a fee under the ESI agreements managed by the Navy. The contractor is responsible for distributing the ACT fee to all applicable Services in accordance with the instructions herein. The amount of ACT Fee due the FMO shall be calculated at 1% for Army sales, 1% for Air Force sales, 1% for DISA sales and 2% for all other sales.

Remit ACT Fee to the Financial Management Office (FMO) by corporate or cashier's check made payable to "Treasurer of the United States". No transmittal letter is required with submission of Navy fee checks.

Checks must include the following information to ensure proper crediting of the payment:
BPA N00104-01-A-Q570
DoD DLT (HiSoftware) Enterprise Software Agreement
ACT Fee

If using overnight or express mail, send check to:
SPAWAR Systems Center Charleston
Attn: Elizabeth Vonasek
Norfolk Office
Code 645.2, Bldg. V53
9456 Fourth Avenue
Norfolk, VA 23511-2130

Email a copy of the FMO check to:
SPM: linda.greenwade@navy.mil

or

If using regular mail, send check to:
SPAWAR Systems Center Charleston
Attn: Elizabeth Vonasek
Norfolk Office
Code 645.2, Bldg V53
P.O. Box 1376
Norfolk, VA 23501-1376

Mail to:
DON IT Umbrella Program Management Office
SPAWAR Systems Center, San Diego
Attn: Linda Greenwade, Code 2829
53560 Hull Street

4.3.2 **ARMY SALES:**

The amount of ACT Fee due the Program Executive Office (PEO) Enterprise Information Systems (EIS) shall be calculated at 1% of all Army sales.

Remit ACT Fee to PEO EIS by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:
BPA N00104-01-A-Q570
SCP Fee Reimbursement

***Checks must be accompanied by a transmittal letter (sample enclosed) to ensure proper crediting of the payment.

Send check and transmittal letter to:
Program Executive Office (PEO) Enterprise Information Systems (EIS)
Assistant Program Manager (APM), Army Small Computer Program
Attn: SFAE-PS-EI-SCP (Attn: Financial Support Group)
Fort Monmouth, NJ 07703-5605

Email a copy of the check and letter to: AMSEL-dsa-scp-CR@mail1.monmouth.army.mil

4.3.3 **AIR FORCE SALES:**

The amount of ACT Fee due DFAS Pensacola shall be calculated at 1% of all Air Force sales.

Remit ACT Fee to DFAS Pensacola by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:
BPA N00104-01-A-Q570
ESI-SW Fee Sharing

***Checks must be accompanied by a transmittal letter (sample enclosed) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:
DFAS OPLOC/PE
Building 603-2, Code FDA-SSG
130 West Avenue, Suite A
Pensacola, FL 32508-5120

FAX or mail a copy of the check and letter to:
HQ SSG/AQPP
Financial Management
501 East Moore Drive
MAFB-Gunter Annex, AL 36114-3004
FAX: (334) 416-5796

4.3.4 **DISA SALES**

The amount of ACT Fee due DFAS Indianapolis shall be calculated at 1% of all DISA sales.

Remit ACT Fee to DFAS Pensacola by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:
BPA N00104-01-A-Q570
ESI-SW Fee Sharing

***Checks must be accompanied by a transmittal letter (sample enclosed) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:
DFAS/ADOFA/COIN
8899 E. 56th Street
Indianapolis, IN 46249-1500

Mail a copy of the check and transmittal letter to:
Defense Information Systems Agency
Attn: Dawn Lawson, Code COGB
Falls Church, VA 22041-2717

Or send via FAX or email to:
FAX #: (703) 681-2782
Email: lawsond@ncr.disa.mil

FEE SHARING SUMMARY

	Navy & DoD Remit to: FMO (SPAWAR)	**Air Force** Remit to: DFAS Pensacola (DFAS OPLOC/PE)	**Total ACT Fee**
Fee Applicable to: Navy, & Other DoD Sales (DON, DoD)	2%	0%	= 2%
Fee Applicable to: Army Sales (DOA)	1%	1%	= 2%
Fee Applicable to: Air Force Sales (DOAF)	1%	1%	= 2%
Fee Applicable to: DISA Sales (DISA)	1%	1%	= 2%

NOTE: There is a potential change to the disbursement of the ACT fee that will add an additional service or services to the existing fee sharing participants. While the basic procedures will remain unchanged, contractors will be required to remit a portion of the ACT fee to any additional participants in the program that may be named in subsequent modifications to the BPA.

E. BPA MANAGEMENT AND OVERSIGHT

1. **Program Manager Support.** The Contractor must provide centralized administration, in the form of a Program Manager, in support of all work performed under this BPA. The Program Manager, at a minimum, is required to participate in periodic program management reviews (which may require travel to a Government named site). Additional functions would include customer service, periodic program management reviews, invoicing, payment and submission of monthly and quarterly reports. The Contractor shall ensure that all sales personnel are aware of the Enterprise Software Initiative Program and enforce the policy that this BPA is the preferred DoD procurement vehicle for the products within.

2. **Report of Sales.** Consistent with Clause C.22 of the GSA Schedule, a Report of Sales as described herein shall accompany the remittance of the ACT Fees to enable verification of the fee amounts rendered. Submission of the Report of Sales shall be submitted to the SPM and the PCO in electronic format within fifteen (15) days following the completion of the monthly reporting period, or as otherwise requested by the SPM. The report shall be submitted in the standard format shown in Attachment (D). Negative reports are required. The SPM or PCO shall provide written approval of each report. At the end of each calendar quarter, the written approval provided to the contractor will be accompanied by a request to remit ACT fees. The SPM or PCO will provide copies of the Report of Sales on a quarterly basis to the services participating in fee sharing. If the BPA contains services current ACT fee paid by Delivery Order and total ACT fees paid will be included in the report.

3. **Records.** The Contractor shall maintain archival copies of all orders for the life of the BPA. Copies shall be made available to the Government upon request.

4. **Program Management Reviews (PMR).** The Contractor shall participate in regular reviews of the progress of the BPA. Reviews shall be held at least twice yearly as scheduled by the Software Product Manager. During these reviews the Contractor shall report on among other things, status of BPA sales,

marketing and any outstanding issues concerning the BPA. PMR agenda and presentation format shall be provided prior to each PMR. Travel expenses are the responsibility of the contractor.

5. **Marketing.** The Contractor shall dedicate reasonable resources to this effort and work to market and advertise this agreement. Desired actions include: advertising resultant vehicles on the contractor's Internet site and advertising the agreement at relevant trade shows, participation in agency sponsored events and news media geared to Government/DoD IT people.

6. **Virtual IT Marketplace.** ESI and GSA have partnered to create the Virtual IT Marketplace (VITM). The VITM interfaces with GSA Advantage and provides ESI agreement product information to the DoD customer. The Contractor shall follow GSA procedures for electronic loading of ESI contract information to the VITM and will be responsible to ensure that the VITM data is maintained in a current status. The VITM may be accessed at www.VITM.gov.

7. **Enterprise Integration Toolkit.** The Enterprise Integration Toolkit is a program developed by the Assistant Deputy Under Secretary of Defense (L&MR) Logistics Systems Management (LSM) to assist DoD Program Managers, Contracting Officers and members of the Integrated Project Team (IPT) in the acquisition and implementation of Commercial Off The Shelf (COTS) Business Systems software.

The Toolkit provides guidance, processes and tools to define program needs and determine how to best meet these needs through an external acquisition via a three-tiered Roadmap to guide the entire life-cycle from problem definition to solution roll-out. It provides a collection of best practice tools adopted from the commercial industry, and includes more than 100 best practice templates, guides, checklists, and samples.

Because the Toolkit is not vendor specific and may be applied across a variety of COTS software package implementations, including this BPA, the Contractor, shall be familiar with the Toolkit and include as part of the Marketing effort required above, a description of the Toolkit for their customers, and a link to the Enterprise Toolkit web site at: http://deskbook.dau.mil/software/gen/home.html.

F. Standards.

1. **YEAR 2000 Compliance.** All products provided under this BPA shall be Y2K compliant as defined in FAR 39.002.

2. **JTA Compliance.** All products offered shall comply with the appropriate Publicly Available Standards (PAS) (e.g., TIA, EIA, ANSI, IEEE, ISO) and the applicable DoD information technology standards contained in the Joint Technical Architecture (JTA). More information on this standard can be found at http://jta.disa.mil

3. **Section 508 of the Rehabilitation Act Compliance.** All products provided under this BPA must meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607. General information regarding the Section 508 Act can be found at the web site www.section508.gov. Information on HiSoftware product accessibility can be found at: http://hisoftware.com/compliance/compliance.htm.