SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER

2. CONTRACT NO. N00104-04-A-ZF18

3. AWARD.EFFECTIVE DATE See Block 31c

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: S. JOHNSON/CODE 0272.5
PHONE: 717-605-1548
EMAIL: SYLVIA.JOHNSON@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 TERMS

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

13b. RATING

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 0K670 FACILITY

IBM CORPORATION
12902 FEDERAL SYSTEMS PARK DRIVE
FAIRFAX, VA 22033-4421

POC: AMY UNDERWOOD
EMAIL: AMY.V.UNDERWOOD@US.IBM.COM
PHONE: 703-653-7388

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
	GSA SCHEDULE GS-35F-4984H APPLIES REMIT TO: *ACH PAYMENTS* IBM CORPORATION C/O CITIBANK DE BLDG OPS III, 1615 BRETT RD NEW CASTLE, DE 19720 ABA: 021000089 ACCT #30507451 REMIT TO: *MAIL* IBM CORPORATION P.O. BOX 7247-6810 PHILADELPHIA, PA 19170-6810				

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.
☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPY 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*)
R L Klinger

30b. NAME AND TITLE OF SIGNER (*TYPE OR PRINT*)
AMY V. UNDERWOOD

30c. DATED SIGNED
04/30/2004

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

31c. DATE SIGNED
05/03/2004

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

33. SHIP NUMBER
☐ PARTIAL ☐ FINAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

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

42a. 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

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER

2. CONTRACT NO. N00104-04-A-ZF18

3. AWARD.EFFECTIVE DATE: See Block 31c

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: S. JOHNSON/CODE 0272.5
PHONE: 717-605-1548
EMAIL: SYLVIA.JOHNSON@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 TERMS

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

13b. RATING

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 0K670 FACILITY

IBM CORPORATION
12902 Federal Systems Park Drive
Fairfax, Virginia 22033-4421

POC: AMY UNDERWOOD
EMAIL: AMY.V.UNDERWOOD@US.IBM.COM
PHONE: 703-653-7388

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
	GSA SCHEDULE GS-35F-4984H APPLIES REMIT TO: *ACH PAYMENTS* IBM CORPORATION C/O CITIBANK DE BLDG OPS III, 1615 BRETT RD NEW CASTLE, DE 19720 ABA: 021000089 ACCT #30507461 REMIT TO: *MAIL* IBM CORPORATION P.O. BOX 7247-6810 PHILADELPHIA, PA 19170-6810				

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.
☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPY 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

Amy Vernon Underwood

30b. NAME AND TITLE OF SIGNER (*TYPE OR PRINT*)

Amy V. Underwood

30c. DATED SIGNED 4/30/04

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

RL Klinger

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

31c. DATE SIGNED MAY 03 2004

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

33. SHIP NUMBER
☐ PARTIAL ☐ FINAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

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

42a. 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*)

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

42d. TOTAL CONTAINERS

Blanket Purchase Agreement
DoD Enterprise Agreement for ERP Systems Integration Services

In the spirit of the National Performance Review, the Department of Defense (DoD) and IBM Corporation enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule (FSS) Contract GS-35F-4984H.

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.

This BPA constitutes an Enterprise Agreement for Services under the purview of the Enterprise Software Initiative (ESI). The ESI is a joint DoD project to develop and implement a DoD enterprise-wide process to purchase Information Technology software, hardware and services. Defense Federal Acquisition Regulation Supplement (DFARS) Section 208.74 applies to the acquisition of any commercial software for a DoD end user. The DFARS requirements are not applicable to the services acquired under this BPA.

Attachments to this agreement are:

Attachment A – Tasks and Deliverables Pricing
Attachment B – Labor Categories and Rates
Attachment C – Performance Based Contracting Approaches
Attachment D – RICE Repository Process - Object Development CONOPS
Attachment E – Education & Training CONOPS
Attachment F – Report of Sales Format

A. TERMS AND CONDITIONS

1. Pursuant to General Services Administration (GSA) Federal Supply Services (FSS) Contract Number GS-35F-4984H, IBM Corporation agrees to the following terms of a Blanket Purchase Agreement (BPA) with the Department of Defense. 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 Attachments A and B.

2. Scope. From time to time, the Government licenses commercial off-the-shelf software (COTS) from package software vendors to automate certain aspects of the Government's operations. This BPA provides for the procurement of configuration, integration, installation, data conversion, training, testing, object development, interface development, Business Process Reengineering, project management, risk management, quality assurance and other professional services for COTS Software implementations. The Government may periodically require services to integrate COTS Software into its operations in accordance with the terms and conditions of this Agreement and resulting Task Orders issued against this BPA.

3. Extent of Obligation. The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be in excess of $1B. The Government is obligated only to the extent of authorized orders actually made under this BPA.

4. Funds Obligation. The BPA does not obligate any funds. Funds will be obligated on each task order.

5. BPA Term. The BPA expires five years after award. 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".

6. Pricing Terms. Attachments A and B provide pricing as explained below. Spot discounting is encouraged. The prices will be reviewed annually, or as required to determine whether a reduction is appropriate. In the event the Prime Contractors' FSS Contract prices become equal to or less than the BPA prices, any adjustment factor agreed to at BPA inception shall remain in full effect and prices will be reduced proportionately. A 2.0% Acquisition, Contracting, and Technical (ACT) Fee is included in the prices. The contractor shall be responsible for the payment of all fees that are included in the pricing (i.e. GSA, ACT), as calculated on the customer orders.

6.1 Tasks and Deliverables Pricing: See Attachment A for firm fixed priced tasks with associated deliverables. Note that there are required Government actions associated with each task. It is the responsibility of the Ordering Office to ensure the stated criteria is met when ordering a specific line item.

6.2 Labor Categories and Rates: See Attachment B for the discounted labor categories and rates available for ordering under this BPA. The minimum qualifications for each labor category are stated in GSA Schedule GS-35F-4984H.

6.3 Performance Based Contracting Approaches: See Attachment C for information on structuring task orders using a performance based approach.

7. Teaming Partners. For the purpose of this BPA, a Teaming Partner arrangement is "an arrangement in which two or more companies form a partnership or joint venture to act as a potential Prime Contractor, or a potential Prime Contractor agrees with one or more other companies to have them act as its Subcontractors under a specified Government contract or acquisition program." Contractors may use "Contractor Team Arrangements" to provide solutions when responding to an ordering activity requirement provided that all participants in the arrangement are Federal Supply Schedule Contractors. Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract. Refer to FAR 9.6 for specific details on Team Arrangements.

8. Product Skills and Experience Refreshment. If at any time during the life of this BPA labor categories, products or services are inconsistent with task being performed, the BPA holder shall provide a proposal to include the new or revised categories on the BPA under the appropriate line items. Discounts shall be at the same or greater discount level as the original BPA. New labor categories must be included in the GSA schedule.

9. Conflict of Interest. In accordance with FAR 9.5 "Organizational and Consultant Conflicts of Interest" the Prime Contractor (and Subcontractors)(Teaming Partners) agree that they will not participate either as a Prime Contractor (or a Subcontractor/Teaming Partner) in any Department of Defense solicitation for information resources if the Prime Contractor (or Subcontractor/Teaming Partner) assisted in the planning or approvals or the development of the specifications, acquisition strategy, or evaluation criteria for the competitive procurement. Such involvement will be considered to give the Prime Contractor or Subcontractor a materially unfair, competitive advantage. It will be the responsibility of both the Prime Contractor and the Contracting Officer to identify any situation in which the potential for an Organizational Conflict of Interest exists. Nothing herein shall preclude the Prime Contractor (or Subcontractors/ Teaming Partners) from contracting for or furnishing supplies or services that are unrelated to and not the consequence of services or data furnished under task orders/delivery orders issued under this BPA.

10. Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be modified to the extent reasonably necessary to make it valid and enforceable and to the extent of any remaining invalidity or unenforceability, the remaining provisions of this Agreement will remain in full force and effect.

11. Task Order Requirements. All Task Orders issued under this BPA are subject to the following provisions:

11.1 Exclusive Development. All documentation exclusively developed and funded by a task order/delivery order shall be delivered with unlimited rights. The Government has the right to share developed electronic processes, executable scripts, etc. This does not include any underlying commercial software license or product.

11.1.1 Object Development Restriction. Contractor shall adhere to the Object Development Concept of Operations (CONOPS) policy and procedure document attached as Attachment D – RICE Repository Process and shall utilize the Object Repository and only develop Objects (as defined in the Object Development CONOPS) that are not available in part or in whole through the Object Repository. In the event that an Object is developed by the Contractor that is available in whole or in part through the Object Repository at the time of development by the Contractor, the cost of such object shall be borne by the Contractor and such action may be cause for termination of this Agreement.

Any and all Objects developed (in full or in part) by the Contractor at the expense of the Government shall become the property of the Government for use in other projects through the Object Repository. The format and design of any Object developed by the Contractor shall comply with the standards required for inclusion in the Object Repository as set forth in the Object CONOPS document.

11.1.2 Education and Training Development Restriction. Contractor shall adhere to the Education and Training (E&T) CONOPS policy and procedure document attached as Attachment E. In the event that the Contractor fails to comply with the E&T CONOPS, the cost of such non-compliance shall be borne by the Contractor and may be cause for termination of this Agreement. Any and all E&T Materials developed by the Contractor shall become the property of the Government for use in other projects through the E&T Repository. The format and design of any E&T Materials developed by the Contractor shall comply with the standards required for inclusion in the E&T Repository as set forth in the E&T CONOPS document.

11.2 Staff Skill Level

11.2.1 Contractor shall perform the Services in a professional manner, using due professional care. Contractor shall provide Project team members in sufficient number and in a timely fashion to perform the Services according to the terms of orders issued under this Agreement. Contractor represents and warrants that its employees, agents and representatives shall at all times possess the skill, aptitude and experience required by the applicable task order.

11.2.2 Right to Pre-Approve Key Project Team Members. The Contractor shall provide a complete resume to the Government in advance of assigning a Key Project Team Member to the task order. The Government shall have the right to pre-approve assignment of each original and replacement Key Project Team Member proposed by Contractor. Contractor may not remove, replace or otherwise reassign any Key Project Team Member approved by Government without the advance approval of Government, unless such person's employment with the Contractor was terminated by the employee or the Contractor, or for any other lawful cause for cessation of employment.

11.2.3 Transition of Key Project Team Member. In the event of the assignment of an unqualified Key Project Team Member or any turnover or transition of any Key Project Team Member assigned by the Contractor, the Contractor acknowledges and agrees that it shall promptly remove such Key Project Team Member from the Project and that Government shall incur no additional cost for the replacement of such Project Team Member, to include but not limited to recruitment and relocation expenses of the replacement employee. Further, Contractor shall bear all cost to train and educate the new Project Team Member to become a productive contributor to the Project Team.

11.3 Inspection and Acceptance

11.3.1 All Deliverables provided by Contractor shall comply with the form, content, performance, acceptance criteria and functionality specified in each applicable task order. In addition, Contractor warrants that the Services provided hereunder shall result in a system that operates within Government's production environment in accordance with the Requirements as defined in the task orders.

Contractor will deliver each completed Deliverable on or before the applicable Due Date set forth in the applicable task order. The Government shall have the requisite amount of time necessary to inspect and review each Deliverable (the "Initial Acceptance Period") and to accept or reject the Deliverable based on the Acceptance Criteria established in the applicable task order. Acceptance shall be formalized and

communicated only upon the entry of a written acceptance document signed by the authorized Acceptor identified in the task order. Verbal acceptance shall not be a valid method of Government acceptance by the Government.

If the Government notifies Contractor that it has rejected the Deliverable, the Government shall provide written notice, within the Initial Acceptance Period, specifying the basis of the deficiency. If Government notifies Contractor that Government has rejected the Deliverable, Contractor shall remedy the non-compliance no later than (*as specified in the Task Order)* Government business days from the date of notification. Upon delivery of the remedied Deliverable, Government shall then have the right to accept or reject the Deliverable, based on the requirements and acceptance criteria for that Deliverable. If Government once again rejects such Deliverable, Government will have the option of terminating the Agreement and/or the applicable task order in accordance with the terms of FAR 52.212-4.

If, at any time within (*as specified in the Task Order)* months after the Government's initial acceptance (the "Final Acceptance Period"), the Government discovers that a Deliverable does not comply with contracted specifications or that the System does not operate in accordance with applicable Requirements, Contractor shall, at no additional cost to Government and in a timely manner, make such Deliverable or System conform and comply with the contracted Requirements.

11.3.2 Nothing developed by the Contractor for the Government pursuant to an order issued under this BPA will contain any protection feature, calendar-related kill codes, worm, Trojan horse, bug, collection device or "back door" designed to prevent its use, decommission, or to prevent use of any licensed COTS Software program or feature, including the applicable operating system.

11.3.3 Contractor further warrants that proper implementation of products it recommends as part of its performance of a Task Order will not impair or degrade the operation of any COTS Software or system.

11.3.4 Disaster Prevention / Recovery. To prevent disaster, the Contractor shall take all necessary precautions to back-up all Project data, Deliverables, and Work Product.

11.4 Intellectual Property Ownership. In accordance with FAR 52.227-14, the Government shall have unlimited rights to data, including source code, first produced in the performance of the task order. Upon completion of each Task Order, the Contractor will deliver such data and any related documentation to the Government.

11.5 Force Majeure. Neither party shall be liable for failure to fulfill its obligations under this Agreement if that failure is, directly or indirectly, caused by conditions beyond the reasonable control of Contractor or Government, including acts of God, fire, flood, earthquake, strike, or other natural disasters (each a "Force Majeure Event"). Any such non-performance shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

B. ADMINISTRATION AND AUTHORIZED USERS

1. Administration. This BPA will be administered by the organization listed below. Task Orders will be administered by the issuing office or as otherwise specified in the order.

Naval Inventory Control Point
5450 Carlisle Pike
Mechanicsburg, PA 17055

2. 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, DFARS 251 and DFARS 252.251-7000.

3. BPA Points of Contact

3.1 CONTRACTING OFFICE

Point of Contact:

Naval Inventory Control Point
Code 0272.5, Building 407
5450 Carlisle Pike
Mechanicsburg, PA 17055-0788

POC: Valerie Kolaric
Phone: 717-605-5325
Fax: 717-605-4600
Email: valerie.kolaric@navy.mil

or Alternate Point of Contact:

Naval Inventory Control Point
Code 0272
5450 Carlisle Pike
Mechanicsburg, PA 17055-0788

POC: Sylvia Johnson
Phone: 717-605-1548
Fax: 717-605-4600
Email: sylvia.johnson@navy.mil

3.2 SERVICE PRODUCT MANAGER (SPM)

Service Product Manager (SPM):

DoN IT Umbrella Program Management Office
SPAWAR Systems Center San Diego
Code 2829
53560 Hull Street
San Diego, CA 92152-5001

SPM: Ann Layne
Phone: 619-524-9701
Fax: 619-524-9678
Email: ann.layne@navy.mil

or Alternate Point of Contact:

DoN IT Umbrella Program Management Office
SPAWAR Systems Center San Diego
Code 2829
53560 Hull Street
San Diego, CA 92152-5001

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

3.3 FINANCIAL MANAGEMENT OFFICE (FMO)

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

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

3.4 CUSTOMER POINT OF CONTACT: (To be specified on each order.)

This should identify both a technical point of contact and a task order/delivery order COR.

C. ORDERING

1. Task/Delivery Orders. The scope of this effort is worldwide. Delivery requirements will be stipulated on Task/Delivery Orders. Sample tasks and templates may be found at http://deskbook.dau.mil. 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, or by logging on to the vendor's web site purchasing page.

1.1 NOTICE TO ORDERING OFFICES

This is a multiple award BPA established against GSA Schedule. This BPA was competed among qualified vendors and established on a best value basis. There are a total of five (5) BPAs established as a result of the initial competition. In the placement of Task Orders under this BPA, the Ordering Office is responsible for providing a fair notice of the intent to make a purchase, including a description of the work the contractor shall perform and the basis upon which the contracting officer will make the selection, to all contractors offering the required services under the multiple award BPAs; and to afford all contractors responding to the notice a fair opportunity to submit an offer and have that offer fairly considered. The **Ordering Office** is responsible for compliance with all competition requirements pertinent to the individual acquisition. DoD Ordering Officers must comply with the ordering procedures specified in FAR 8.404, DFARS 208.404, and GSA's Ordering Procedures for Services (SIN 132-51) as may be applicable to the task/delivery order being issued.

1.2 NOTICE TO VENDORS

In the placement of Task Orders under this BPA, the Ordering Office is responsible for the establishment of applicable source selection criteria as it relates to the specific requirement. Notice is provided that such Task Order competitions could require small business participation or further consideration of socio-economic programs.

2. Security. Any specific security requirements will be addressed in the task orders/delivery orders placed against this BPA.

3. Other Direct Costs (ODCs). ODCs consist of materials, hardware, and software that are not priced in the BPA schedule. Such items may only be added to BPA orders for administrative convenience based on the ordering-office contracting officer's compliance with applicable regulations. Requirements that include software as an ODC must consider the use of DoD Enterprise Software Agreements in accordance with DFARS 208.7400.

3.1 GSA Schedule Items. ODCs could consist of materials, hardware, and software that are listed on: 1) the Prime Contractor's GSA Schedule contract on which this BPA is based, 2) other GSA Schedule contracts of the prime contractor, or 3) a teaming partner's GSA Schedule contract. The Ordering Office retains the responsibility for compliance with FAR 8.404 requirements.

3.2 Open Market Items. ODCs could consist of materials, hardware, and software that are not on a Federal Supply Schedule contract. An ordering activity contracting officer may add open market items to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order in accordance with FAR 8,401(d), only if:

a) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

b) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

c) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

d) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

4. Travel. Travel will be reimbursed at cost in accordance with the Joint Travel Regulation (JTR) rate in effect at the time of travel. These can be found at the JTR web site: http://www.dtic.mil/perdiem/trvlregs.html. No profit or fee will be paid on travel.

5. 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 services is available, with appropriate contract line item numbers

b) (CLINs) and associated prices can be found

c) Government and Contractor Points of Contact

d) Description of the ordering process

e) Prime Contractor Capabilities

f) Teaming Partner Capabilities

g) Information necessary to complete a DD350

h) Links to DoD ESI web site: http://www.don-imit.navy.mil/esi and the Government web site: http://www.itec-direct.navy.mil

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

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:

This BPA may be placed in the Department of the Navy's (DON) Information Technology Electronic Commerce (ITEC) Direct system. 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.

a) 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.

b) 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 at http://www.itec-direct.navy.mil/.

c) 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.

d) 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 http://www.vitm.gov.

7. Delivery Schedule. Delivery of all services shall be in accordance with the task/delivery order.

8. 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 (or electronic invoice, if authorized), to the address specified on the delivery orders issued against the BPA.

2. 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.

3. Fees and Payments

3.1 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.

3.2 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. Negative reports are required. 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 FAR 52.232-17, Interest). Failure of the Contractor to pay the ACT Fee in a timely manner may result in termination of the BPA.

3.3 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. Do not issue fee checks until written approval is received for the Report of Sales.

3.3.1 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 Air Force 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:
N00104-04-A-ZF18
DoD ERP Enterprise Services 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

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

A copy of the ACT fee check that is submitted to SPAWAR Systems Center Charleston shall be forwarded to the SPM. Email to: ann.layne@navy.mil

3.3.2 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 N00104-04-A-ZF18
ESI 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 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

3.3.3 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 N00104-04-A-ZF18
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:
Program Executive Office (PEO) Enterprise Information Systems (EIS)
Assist Project Manager (APM), Army Small Computer Program
Attn: SFAE-PS-EI-SCP (Financial Support Group)
Fort Monmouth, NJ 07703-5605

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

3.3.4 DISA SALES

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

Remit ACT Fee to DFAS Indianapolis by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA N00104-04-A-ZF18
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
5600 Columbia Pike, Suite 900
Falls Church, VA 22041-2717

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

E. BPA MANAGEMENT AND OVERSIGHT

1. Program Manager. 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 period 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 and familiar with the DOD Enterprise Software Initiative Program, and enforce the policy that this BPA is the preferred DoD procurement vehicle for the services 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 made on a monthly basis or as otherwise requested by the SPM. The monthly report is due, in electronic format, within fifteen (15) days of the monthly reporting period. In addition to the regular monthly submissions, a Quarterly Report of Sales shall also accompany the ACT Fee payment. Reports of Sales shall be submitted to the SPM and PCO in electronic format within fifteen (15) days following the completion of the monthly reporting period. If the BPA contains services, current ACT fee paid by Delivery Order and total ACT fees paid will be included in the report. The report shall be submitted in the standard format shown in Attachment F.

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.

The Contractor shall also maintain accurate records, reports, and logs of all matters and activity that relate to the Services, the Project, and this Agreement for inspection by the Government at anytime during the term of this Agreement. All such documents shall be the property of the Government.

4. Program Management Reviews (PMR). The Contractor shall participate in periodic progress reviews of the BPA. Reviews shall be held at least twice yearly as scheduled by the Service 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 shall 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 customers.

6. 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, Contract 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.