

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 &amp; 30</b>			1. REQUISITION NUMBER	PAGE 1 OF 13
2. CONTRACT NO. N00104-09-A-ZF33	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 NUMBFR (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY  DEPARTMENT OF THE NAVY NAVAL INVENTORY CONTROL POINT 5450 CARLISLE PIKE P. O. BOX 2020 MECHANICSBURG, PA 17055-0788 POC: MARISSA JACKSON PHONE: 717-605-2639 EMAIL: MARISSA.JACKSON@NAVY.MIL	CODE N00104	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: SIZE STANDARD:
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS  Net 30	<input type="checkbox"/> 13a. THIS CONTACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO  SPECIFIED ON EACH ORDER	CODE	16. ADMINISTERED BY  BASIC AGREEMENT - SAME AS BLOCK 9  ORDERS - AS CITED ON EACH INDIVIDUAL ORDER	CODE
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17a. CONTRACTOR/ OFFEROR  Softmart, Inc. 450 Acorn Lane Downingtown, PA 19335  POC: Andrew Rohrbough PHONE: 610-518-4192 EMAIL: andrew.rohrbough@softmart.com	CODE 1LW45	FACILITY	18a. PAYMENT WILL BE MADE BY  SPECIFIED ON EACH ORDER	CODE
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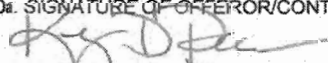

<input checked="" type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUMMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK CHECKED. <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE ATTACHMENT A - PRICING GSA SCHEDULE GS-35F-0346J APPLIES  Remit to address: Softmart, Inc. P.O. Box 8500-52288 Philadelphia, PA 19178-2288				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
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28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPY <input checked="" type="checkbox"/> 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 <input type="checkbox"/> DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDES ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 
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30b. NAME AND TITLE OF SIGNER (Type or Print) KERRY PARKER SRVP	30c. DATE SIGNED 1/22/2008	31b. NAME OF CONTRACTING OFFICER (Type or print) R. L. KLINGER CONTRACTING OFFICER	31c. DATE SIGNED 1/29/2009
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**Blanket Purchase Agreement  
DoD Enterprise Software Agreement (ESA)**

In the spirit of the Federal Acquisition Streamlining Act, the Department of Defense (DoD) and Softmart, Inc. enter into an agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule (FSS) Contract GS-35F-0346J.

FSS 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.

This BPA has been designated as DoD ESI and GSA SmartBUY, which is open to all U.S. Executive Agencies (as defined in 48 CFR 2.1), including the DoD authorized contractors, except as restricted herein. Softmart, Inc. acknowledges that the GSA and OMB have indicated their intent to issue regulations that make this BPA a mandatory source for iGrafx software products and services for agencies of the federal government. This understanding will be conveyed to all of Softmart, Inc. software assigned federal license sales personnel, pursuant to Section E.6 of this BPA.

Attachments to this agreement are:

- Attachment A – Product and Price List
- Attachment B – End User License Agreement (EULA)
- Attachment C – Report of Sales Format
- Attachment D – Fees and Payments
- Attachment E – ITEC Direct Standard Format

**A. TERMS AND CONDITIONS**

1. Pursuant to GSA FSS Contract Number GS-35F-0346J, Softmart, Inc. agrees to the following terms of a BPA with the Naval Inventory Control Point – Mechanicsburg, PA. 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 iGrafx 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 estimates, but does not guarantee, that the volume of purchases through this agreement will be \$1 million over the total five year term. The Government is obligated only to the extent of authorized purchases actually made under this BPA.

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

4. **BPA Term.** Ordering under this BPA may begin on February 1, 2009. The BPA expires January 31, 2014. 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".

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, in accordance with Attachment D.

6. **Discount Terms and Conditions.** CLINs 0001 and 0002 are identical to CLINs 0003 and 0004 respectively. CLINs 0001 and 0002 must be purchased at a minimum of five at a time. CLINs 0001 and 0002 have a higher discount than CLINs 0003 and 0004.

7. **Out-Year Prices.** The unit price for the discount level on Attachment A is not subject to upward adjustment during the term of the BPA.

8. **Price Reduction.**

8.1 **Most Favored Customer Prices.** The prices under this BPA shall be at least as low as the prices that Softmart, Inc. 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 announced the SmartBUY initiative to maximize cost savings and achieve best quality when acquiring software. The 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, iGrafx 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 iGrafx 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. Software licenses purchased under this BPA are subject to the licensing provisions hereto and the terms of the GSA Contract. A license may be hosted on the standard desktop and the same user's laptop (not to be used concurrently). Any delivery order issued hereunder will serve as proof of purchase. Upon validation and receipt of software, customers will be provided an electronic version of the license agreement.) The following provisions will be included in a license addendum if the BPA is awarded to other than the software publisher:

Softmart will provide an electronic order confirmation for iGrafx/Corel licenses upon placement of an order. An example of Softmart's order confirmation sent via Email is provided below:

**From:** CustomerService@softmart.com [mailto:CustomerService@softmart.com]  
**Sent:** Wednesday, December 31, 2008 8:01 AM  
**To:** customer.name@emailaddress.mil  
**Cc:** Kevin Bojanowski  
**Subject:** Shipping Status for Softmart Order #SO-XXXXX

Thank you for placing your order with Softmart. Your order has **completely shipped**. Below you will find tracking numbers for the items you purchased if applicable.

Please note that you can check the status of your orders, as well as request and purchase quotes, online at any time by [logging into your Softmart Extranet or creating an online account](#). If you have any questions, or you would like to set up a demonstration to discuss setting up custom features on your Softmart Extranet, please contact our Director of eCommerce at [ecommerce@softmart.com](mailto:ecommerce@softmart.com).

**Order Number: SO-xxxxx -- Order Date: 12/30/2008**

<b>Order Status:</b>	Shipped	<b>Items Ship To:</b>	SPAWAR SYSTEMS CTR	<b>Bill To:</b>	SPAWAR SYSTEMS CENTER
<b>Request Date:</b>	12/30/2008		CUSTOMER NAME		CUSTOMER NAME
<b>Customer P.O.#:</b>	CREDIT CARD		CUSTOMER ADDRESS		CUSTOMER ADDRESS
<b>Softmart Contact:</b>	Kevin Bojanowski		CODE XXXX		CITY, STATE, ZIP
			CITY, STATE, ZIP		

Softmart Part # ----- Mfg. Part #	Item	Unit Price	Qty Ordered	Qty Shipped	Order Tracking	
XXXX ----- XXXX	iGrafx Licenses	\$xxx.xx	1	1	<b>Carrier</b> FedEx	<b>Tracking #</b> <a href="#">01513308142305</a>
XXXX ----- XXXX	iGrafx Maintenance	\$xx.xx	1	1	<b>Carrier</b> FedEx	<b>Tracking #</b> <a href="#">01513308142798</a>
XXXX ----- XXXX	iGrafx Media	\$xx.xx	1	1	<b>Carrier</b> FedEx	<b>Tracking #</b> <a href="#">01513308142475</a>

**Priority Customer Service - Priority Customer Service**

**Phone:** 1-800-328-1319 | **Fax:** 800-423-0612

[PriorityCustomerService@softmart.com](mailto:PriorityCustomerService@softmart.com)

**9.1 Functionality Replacement and Extended Support.** If the form, fit, or functionality contained in any licensed products acquired hereunder is substantially reduced or if the product is replaced, and/or (the contractor), provides this same or substantially similar functionality as a separate or renamed product, then the DoD is entitled to license such software at no additional licenses or maintenance fees. However, throughout the term of this agreement, the contractor will provide support services for a period of one year.

**9.2 Rights of Survivorship of the Agreement.** This Agreement shall survive unto Softmart, Inc., its Successor, rights and assigns. The software and agreement terms and conditions as covered under this agreement shall survive this agreement notwithstanding the acquisition or merger of Softmart, Inc. by or with another entity. Any software name changes, re-packing or merger of similar products that carry forward the same or similar function of the software shall be supported with updates, upgrades and new releases under this agreement at no additional cost.

**9.3 Audits.** In lieu of any audit provisions in the license agreement, Licensee may perform an internal audit and will use its best efforts to keep full and accurate accounts that may be used to properly ascertain and verify numbers of licenses in use. Licensee may permit Corel/iGrafx to have access to Licensee records and computer systems and the right to audit such systems to insure software use is in accordance with its license terms. All vendor personnel must have appropriate security clearances to gain access to Licensee site or data.

**Media.** This software is currently available on hard copy media and must be purchased separately. Software can be downloaded from iGrafx's web site. Upon Credit Card or Purchase Order Approval, the

end-users will be sent an email confirmation and their Customer ID (CID) will be validated for download capability. The end user can then go to [www.iGrafx.com](http://www.iGrafx.com) and enter their valid CID for download of the Software products.

Orders for in-stock media products telephoned in before 4:00 p.m. E.T. are shipped the same day. Softmart, Inc. will make a reasonable effort to ship in-stock products overnight for orders placed before 5:30 p.m. E.T.

#### **11. Support and Maintenance.**

**11.1. Support.** See Section 8.7 of the End User License Agreement (Attachment B). The software product under this BPA includes standard installation support for the first 30 days after product delivery.

**11.2. Maintenance.** Maintenance support shall begin upon delivery of the software. The first year of maintenance is not included in the price of the license.

**12. Professional Services.** None at this time.

**13. On-Site Training.** None at this time.

**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.** This has been designated as a DoD ESI and GSA SmartBUY Contract and is open for ordering by all United States Federal Agencies, Department of Defense (DoD) Components, and authorized contractors. This BPA is also open to DoD Contractors authorized to order in accordance with the FAR Part 51.

**2. BPA Points of Contact:**

**a. Contracting Office:**

Point of Contact:  
Naval Inventory Control Point  
Code 0272.3, Building 407  
5450 Carlisle Pike  
Mechanicsburg, PA 17055-0788

Procuring Contracting Officer (PCO):  
Naval Inventory Control Point  
Code 0272, Building 407  
5450 Carlisle Pike  
Mechanicsburg, PA 17055-0788

POC: Marissa Jackson  
Phone: 717-605-2639  
Fax: 717-605-4600  
Email: [marissa.jackson@navy.mil](mailto:marissa.jackson@navy.mil)

PCO: Rodney Klinger  
Phone: 717-605-3824  
Fax: 717-605-4600  
Email: [rodney.klinger@navy.mil](mailto:rodney.klinger@navy.mil)

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

Software Product Manager (SPM):  
DON IT Umbrella Program Management Office  
SPAWAR Systems Center Pacific  
Code 55190  
53560 Hull Street  
San Diego, CA 92152-5001

or Alternate Point of Contact:  
DON IT Umbrella Program Management Office  
SPAWAR Systems Center Pacific  
Code 55190  
53560 Hull Street  
San Diego, CA 92152-5001

SPM: Sandy Sirbu  
Phone: 619-524-9636  
Fax: 619-524-9678  
Email: [sandra.sirbu@navy.mil](mailto:sandra.sirbu@navy.mil)

POC: Renee Rothlein  
Phone: 619-553-0508  
Fax: 619-524-9678  
Email: [renee.rothlein@navy.mil](mailto:renee.rothlein@navy.mil)

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

**C. ORDERING**

1. DFARS Section 208.74 directs DoD 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.esi.mil>.

**2. Delivery Orders.** The scope of this effort is worldwide. Delivery requirements and administration will be stipulated on Delivery Orders. Ordering via this BPA is decentralized. Orders are prepared by an authorized Government Ordering Officer, in accordance with the terms and conditions of this BPA and the GSA Schedule, or prime contractor authorized by a Government Contracting Officer in accordance with FAR Part 51. 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 in to the Softmart, Inc. purchasing page at [www.softmart.com](http://www.softmart.com).

This is a multiple award BPA established against GSA Schedules. It is the responsibility of the Ordering Officer to ensure compliance with all fiscal laws prior to issuing an order under this BPA. Ordering Officers are also responsible for ensuring the vendor selected for the order represents the best value and the lowest overall cost alternative for the requirement being ordered (see FAR 8.404).

**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 such as CAGE, DUNS, TIN, Business Size, etc. necessary to complete a Contract Action Report (CAR) in the FPDS-NG system
- 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.

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 and can be viewed at <http://www.itec-direct.navy.mil>. 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.
- 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 use its commercially reasonable business efforts to adapt its business processes as the ITEC Direct technical requirements, environment and architecture evolve.

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 via electronic download within one day 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 (or electronic invoice, if authorized), 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 and number;
- 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;

- i. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract; and
- j. Electronic funds transfer (EFT) banking information.

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 (MAY 2006) 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.

#### **E. BPA MANAGEMENT AND OVERSIGHT**

1. 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.

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 C. 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 DoD Components participating in fee sharing.

3. **United Nations Standard Products and Services Code.** The United Nations Standard Products and Services Code (UNSPSC) is a required field of the Report of Sales found in Attachment C. The UNSPSC code permits software asset management through a standard coding structure. The UNSPSC is a coding system used to classify both products and services for use throughout the global marketplace. The management and development of the UNSPSC Code is coordinated by GS1 US. The current version is available free as a download at <http://www.unspsc.org>.

4. **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.

5. **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.

6. **Sales Leakage.** The goals of the ESI Program can only be realized through cooperation between the Government and the Contractor to direct appropriate sales through the ESI vehicles. The Contractor shall ensure that all sales personnel are aware of the ESI Program and enforce the policy that this BPA is the preferred procurement vehicle for the products within. The Contractor shall also establish a process to regularly audit sales to Government buyers, determine where sales outside the ESI vehicle are occurring, and take appropriate action to direct further sales through the ESI vehicle. Results of these audits will be presented as an agenda item during PMRs.

7. **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 DoD Component sponsored events and news media geared to Government/DoD IT people.

8. **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: <https://acc.dau.mil/CommunityBrowser.aspx?id=153210&lang=en-US>.

## F. Standards.

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

2. **DISR Compliance.** All products offered shall comply with appropriate standards enumerated in the DoD IT Standards Repository (DISR). The DISR is maintained by the DoD Executive Agent for IT Standards, and the mandated compendium can be obtained from Mr. Dave Brown 703-681-2645; dave.brown@disa.mil. The DoD IT standards management tool, DISRonline is available for use by CAC-equipped authorized parties and can be accessed for account requests at <https://disronline.disa.mil>.

3. **Common Security Configurations.** The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista). For the Windows XP settings, see: [http://csrc.nist.gov/itsec/guidance\\_WinXP.html](http://csrc.nist.gov/itsec/guidance_WinXP.html), and for the Windows Vista settings, see: [http://csrc.nist.gov/itsec/guidance\\_vista.html](http://csrc.nist.gov/itsec/guidance_vista.html). The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use an installer service for installation to the default "program files" directory and should be able to silently install and uninstall. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

4. **Net-Centricity.** The Department of Defense is transforming the way information is managed to accelerate decision-making, improve joint warfighting and create intelligence advantages. To reach this

“Net-Centric” state, DoD must exploit advancing technologies that move the enterprise from an application centric to a data-centric paradigm. DoD ESI vendor partners are encouraged to use the OSD NII DCIO Net-Centric Checklist, located at [http://www.defenselink.mil/cio-nii/docs/NetCentric\\_Checklist\\_v2-1-3\\_.pdf](http://www.defenselink.mil/cio-nii/docs/NetCentric_Checklist_v2-1-3_.pdf), to provide information on the Net-Centric posture of their IT products and services.

**5. 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](http://www.section508.gov). The Contractor’s Section 508 compliancy information can be found at [www.igrafx.com/vpat](http://www.igrafx.com/vpat).

**6. Additional Clauses.** Orders issued against this BPA are subject to the clauses included in the underlying GSA Schedule and the additional DFARS clauses listed below that are incorporated by reference in this BPA. Ordering Offices should consider the requirements of DFARS and the FAR supplement of the end user component, as it applies to commercial item acquisition and use of GSA schedules, in determining what additional clauses may be required for incorporation in the delivery order issued by the Ordering Office.

The following FAR/DFARS clauses and provisions are hereby incorporated by reference with the same force and effect as if it was given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.acq.osd.mil/dpap/dars/dfars/index.htm>  
<http://acquisition.gov/comp/far/index.html>  
<http://farsite.hill.af.mil/>

- 252.204-7000 Disclosure of Information (DEC 1991)
- 252.204-7004 Alternate A (Nov 2003) - substitute paragraph (a) of this clause for paragraph (a) of the clause at FAR 52.204-7 -Central Contractor Registration (OCT 2003)
- 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (DEC 2006)
- 252.232-7009 Mandatory Payment by Governmentwide Commercial Purchase Card (DEC 2006)
- 252.232-7010 Levies on Contract Payments (DEC 2006)
- 252.246-7000 Material Inspection and Receiving Report (MAR 2003)
- 252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (APR 2007)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause, which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

X      52.203-3                      Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses, which, if checked, is included in this contract by reference to implement

provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- \_\_\_\_\_ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- \_\_\_\_\_ 252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).
- \_\_\_\_\_ 252.219-7004 Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).
- \_\_\_\_\_ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
- \_\_\_\_\_ 252.225-7012 Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).
- \_\_\_\_\_ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- \_\_\_\_\_ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- \_\_\_\_\_ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- \_\_\_\_\_ 252.225-7021 Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- \_\_\_\_\_ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- \_\_\_\_\_ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- \_\_\_\_\_ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (\_\_\_ Alternate I) (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- \_\_\_\_\_ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- \_\_\_\_\_ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- \_\_\_\_\_ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

- \_\_\_\_\_ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- \_\_\_\_\_ 252.232-7003 Electronic Submission of Payment Requests (MAR 2007) (10 U.S.C. 2227).
- \_\_\_\_\_ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- \_\_\_\_\_ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- \_\_\_\_\_ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (\_\_\_ Alternate I) (MAR 2000) (\_\_\_ Alternate II) (MAR 2000) ( Alternate III) (MAY 2002) (10 U.S.C. 2631).
- \_\_\_\_\_ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).