

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 58	
1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. DAAB15-99-A-1003-P00026		2. DELIVERY ORDER/ CALL NO.		3. DATE OF ORDER/CALL 1999 Sep 29		4. REQ./ PURCH. REQUEST NO.		5. PRIORITY			
6. ISSUED BY NCRCC - ITEC4 2461 EISENHOWER AVENUE ALEXANDRIA VA 22331-1700			CODE W91QUZ	7. ADMINISTERED BY SEE ITEM 6			CODE	8. DELIVERY FOB <input type="checkbox"/> DEST <input checked="" type="checkbox"/> OTHER (See Schedule if other)			
9. CONTRACTOR SYBASE INC JOHN GUGLIOTTA 6550 ROCK SPRING DR BETHESDA MD 20817-1111			CODE OBRS8	FACILITY		10. DELIVER TO FOB POINT BY (Date) SEE SCHEDULE		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED			
12. DISCOUNT TERMS						13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15					
14. SHIP TO SEE SCHEDULE			CODE	15. PAYMENT WILL BE MADE BY SEE SCHEDULE			CODE	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.			
16. TYPE OF ORDER	DELIVERY/ CALL	This delivery order/call is issued on another Govt. agency or in accordance with and subject to terms and conditions of above numbered contract.									
	PURCHASE	Reference your quote dated Furnish the following on terms specified herein. REF:									
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT			
SEE SCHEDULE											
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.			24. UNITED STATES OF AMERICA TEL: 703-325-3348 EMAIL: valerie.m.mills@us.army.mil BY: VALERIE MILLS				<i>Valerie M. Mills</i> CONTRACTING / ORDERING OFFICER		25. TOTAL		
26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED DATE _____ SIGNATURE OF AUTHORIZED GOVT. REP. _____					27. SHIP NO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		28. DO VOUCHER NO.		30. INITIALS		
36. I certify this account is correct and proper for payment. DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____					31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
									34. CHECK NUMBER		
									35. BILL OF LADING NO.		
37. RECEIVED AT	38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.		

DAAB15-99-A-1003

Section B - Supplies or Services and Prices

BPA Master Dollar Limit: \$0.00

BPA Call Limit: \$0.00

Period of Performance: 29-Sep-1999 to 15-Jan-2013

FSC Codes:

D399

Section C - Descriptions and Specifications

STATEMENT OF WORK

**STATEMENT OF WORK
DATABASE ENTERPRISE AGREEMENT LICENSES - SYBASE
(DEAL-S)**

Scope.

This specification defines the Department of Defense (DOD) new buy requirements as specifically reported to the Army Small Computer Program (SCP), as well as a current list of previously purchased database products requiring maintenance support. The awarded Blanket Purchase Agreement (BPA) may be further expanded and negotiated at a later date when the availability and scope of this BPA is more widely known and understood by the DOD. Full and open new product technical insertion is expected throughout the BPA life cycle. The BPA is expected to run for a period of three (3) years with the option to renew yearly thereafter. Both CONUS and OCONUS users are authorized to use this BPA.

1.1 Operational Environment. The operational environment for this software will be both office and field environments.

1.2 Applicable Documents and Referenced Organizations.

1.2.1 Joint Technical Architecture – Army (version 5.0).
<http://www.hqda.army.mil/techarch/jtaa50/jtaa50.htm>

1.2.2 Technical Architecture Framework for Information Management (TAFIM).
<http://www-library.itsi.disa.mil/tafim.html>

1.2.3 Defense Information Infrastructure – Common Operating Environment.
<http://spider.osfl.disa.mil/dii/index.html>

DII-COE Baseline Specifications Version 3.1
<http://spider.osfl.disa.mil/cm/baseline/basln31/basln.pdf>

1.2.4 FIPS Publications.
<http://www.itl.nist.gov/div897/pubs/>

1.2.5 American National Standards Institute. Copies of ANSI and ISO standards may be obtained from:

American National Standards Institute
11 West 42nd Street
New York, NY 10036

<http://www.ansi.org>

Phone (212) 642-4900
FAX (212) 398-0023

- ANSI X3.4-86 7-bit American National Standard Code for Information Exchange

1.2.6 NATIONAL COMPUTER SECURITY CENTER DOCUMENTS. Copies of security requirements may be obtained from:

ATTN: X621
National Security Agency
9800 Savage Road
Fort George G. Meade, MD 20755-6000
Phone order - (202) 783-3238

DOD Directive 5200.28 Security Requirements for Automated Data Processing (ADP) Systems ("Orange Book") 1985.

1.3 Separate Orderability. All CLINs/SLINs on this BPA must be separately orderable. A user must be able to order any CLIN/SLIN without being required to order any other CLIN/SLIN.

Product List

2.1 Requirements Section. The product listing available under this BPA is provided at Exhibit A.

2.2 Documentation. Commercially available, electronic documentation shall be provided with every order placed that requires delivery to the customer electronically. For non-electronically delivered orders provided on CD-ROM media, documentation will also be provided on a CD-ROM. Extra CD-ROM documentation packages as well as Hard Copy documentation shall be provided through separately orderable CLINs only when specifically ordered by the user.

2.3 Software Standards/Policies. All products offered should be compliant with all current regulations and DOD active standards/policies as referenced in Section 1.2.

2.4 Method of Distribution. Distribution shall be performed by the vendor as set forth in the basic BPA.

BPA Management

The BPA Vendor shall maintain a status review process for planning and controlling the activities necessary to meet the requirements of this BPA.

3.1 Monthly Status Report. The BPA Vendor shall provide a monthly project report (within 5 calendar days of month-end) on the status of delivery orders which shall include, as a minimum, a list of orders received and the number of licenses by CLIN/SLIN ordered. Recommended format/layout is at Exhibit 1. The BPA Vendor shall provide the report to the Procuring Contracting Officer (PCO), and to PM SCP via FTP, Email, or on 3.5" floppy, as determined at the Post-Award Conference for DEAL-1.

3.2 Monthly Order Activity. The BPA Vendor shall provide monthly BPA order / delivery activity to PM SCP for inclusion to its Order Tracking Database. Monthly submissions shall be non-cumulative, that week's activity only. The specific, electronic order record structure (fields provided as appropriate for this BPA) to be sent to the Army PM SCP office via FTP, Email, or 3.5" floppy for the monthly submission is at Exhibit 2. Submission is required the following Tuesday for the previous week's activity.

3.3 Ordering Catalog. The BPA Vendor shall provide an ordering catalog to assist prospective DOD/FMS users, no later than 30 calendar days after award. The catalog shall be updated after any substantial change(s) to the offered products are incorporated in the BPA. The initial catalog and any modifications shall be approved by the Procuring Contracting Officer and PM SCP prior to posting by the BPA Vendor. The Ordering Catalog shall document a separate section that addresses products ordered, ordering instructions and procedures, and other support services. The Catalog will be available on the Vendor's Web-site. For users unable to access the Web-site, a hard copy version shall be made available free of charge.

3.4 Quarterly Audit Report of Fee Collections. The BPA Vendor shall provide a Quarterly Audit Report of Fee Collections, as per Exhibit 3, format TBD. This BPA shall

be part of a Fee For Service collection/reimbursement program authorized for PM SCP. All CLINs/SLINs on the BPA shall be increased by a percentage that may vary during the BPA performance. This program shall be implemented when PM SCP converts to an Army Working Capital Fund authorized program. After conversion, the BPA Vendor shall be required to collect and reimburse PM SCP the percentage amount on a quarterly basis.

3.5 Program Status Reviews. The BPA Vendor shall participate in Program Status Review (PSR) meetings with the Government twice per year. The location for each meeting will be specified by the Government.

3.6 Upgrade/Update Notification/Delivery. The BPA Vendor shall notify the PCO, PM SCP, and the customer of upgrade/update status.

3.6.1 Notification. If the OEM has released an upgrade/update for any product listed in Section 2.1 above, the PCO and PM SCP shall be notified within 5 Government workdays after the upgrade/update is released. This notification should be sent as a minimum via Email to the PCO and PM SCP. The product name (old/new), date of release and version number shall be provided, as a minimum, as part of the Vendor-formatted report. The BPA Vendor shall provide cut sheets of products within 2 days after an approved upgrade/update. The Government shall approve/disapprove all upgrades/updates within 5 Government work days after notification by the Vendor.

3.6.2 Delivery. Once accepted by the PCO and for those users qualified for automatic receipt of upgrades/updates, the Vendor will provide the software in the manner specified on the original delivery order. The Vendor updates their Web-site and links to PM SCP, and Emails notification to users within 5 days of an approved upgrade/update (CD-ROMS are mailed to users who requested that media). The PCO issues a BPA modification.

Installation

All products delivered under this BPA shall be installed by Government. In the event of a problem, the BPA Vendor shall assist the user via telephone as per Section 6.2(2).

Services

5.1 General Requirements. Specific Government requirements for Informational Itechnology Professional Services shall be identified in task orders. Professional Services available are provided at Exhibit A and shall be provided in accordance with the GSA schedule, if ordered.

Telephonic Support

Telephonic support in CONUS via a toll free number shall be provided by the BPA Vendor to the Government. Telephonic support shall also be provided free of telephone charges to users in OCONUS locations.

6.1 Availability. Telephonic support services shall be 24 hours a day, 7 days per week for technical assistance and support and 8 hours a day, 5 days per week (8am - 5pm Eastern Time) (excluding federal holidays) for order processing and order tracking information. Vendor shall also provide email support for order processing and order tracking information for OCONUS endusers. All email responses shall be made within 24 hours (weekend and holidays excluded) of request. Recorded answering services are not acceptable to the Government.

6.2 Services. As a minimum, Telephonic Support Services shall consist of the following:

(1) Order Processing and Order Tracking Information. When provided with a Government delivery order number, the BPA Vendor shall be required to provide the Government the dates of receipt and acceptance of the order and delivery status.

(2) User Technical Assistance. The BPA Vendor shall receive product installation related problem reports and assist the user towards resolution of the reported problem. The BPA Vendor is responsible for database software related calls for only those products that are covered under this BPA. The BPA Vendor shall provide a daily status report to the calling user and final report when the problem is resolved. The BPA Vendor shall maintain contact with the reporting user until final resolution has been obtained. Final resolution is to include replacement of defective product and/or media at no additional cost to the Government, if necessary.

6.2.1 Telephonic Support Personnel. Vendor's personnel manning the telephonic support service telephones shall have sufficient expertise to recommend corrective actions for software installation problems and the personnel shall speak and understand English

Order Processing

The BPA Vendor shall have the capability to receive and process orders in hard copy, Government Credit Card as per format provided at Exhibit 4, and other electronic media as noted previously. Ordering is decentralized for DOD and FMS customers.

QUALITY ASSURANCE

The BPA Vendor shall provide Quality Assurance to ensure that ordered software is adequately tested prior to shipment. The BPA Vendor shall also provide quality assurance to ensure that the requirements of this BPA are met from initial acceptance of software by the Government and throughout the life of the BPA. The Government reserves the right to perform any inspection to assure the requirements of the BPA have been met. Technical personnel necessary for Government inspections shall be provided by the BPA Vendor when requested.

DELIVERY

9.1 Electronic. Delivery via electronic means shall not exceed 5 Government working days after Vendor receipt of an order.

9.2 Non-Electronic. Shipment/Delivery shall be by commercial service. Supplies shall be packaged and marked for shipment in accordance with the Vendor's customary commercial practices. Delivery to the end-user shall not exceed 5 Government working days after Vendor receipt of an order.

ACCEPTANCE

The BPA Vendor is ultimately responsible for obtaining any acceptances (e.g. for Engineering Services) that are required.

LICENSE AGREEMENT - EXHIBIT F

**LICENSE AGREEMENT
FOR DEPARTMENT OF DEFENSE WIDE LICENSE
BETWEEN
SYBASE, INC. AND CECOM ACQUISITION CENTER
FOR
SYBASE ADAPTIVE SERVER ENTERPRISE RDBMS**

This license agreement establishes for the United States Department of Defense ("DOD" as defined below) an agency wide license for the Sybase product Adaptive Server Enterprise RDBMS as described in Attachment #1 hereto.

1. SYBASE PRODUCTS:

Provided DOD has paid the fees in accordance with Section 7 below, DOD shall have the non-exclusive, nontransferable right, during the term defined below, to make and Deploy an unlimited number of copies of Sybase Adaptive Server Enterprise RDBMS on the Operating Systems listed on the Attached Attachment #1 (in any combination) pursuant to Section 2 below for use by up to 30,000 authorized DOD users (seats or concurrent users). This license shall be referred to as the "DOD License" for purposes of this license agreement.

Authorized users may include personnel and employees of the DOD, Reserve components (Guard and Reserve), U.S. Coast Guard when mobilized with, or attached to the DOD, and Non Appropriated Funds Instrumentalities (NAFI). Also included are Intelligence Communities, including all DOD Intel Information Systems (DoDIIS) member organizations and employees. Contractors of the Department of Defense may use this Agreement to license software for performance of work on DOD projects.

Foreign Military Sales, employees of CIA, other Intel Groups and other agencies are specifically excluded from the DOD License unless specifically assigned to working on DOD organization projects.

DOD shall include the Department of Defense, as it exists on the effective date of this License. "Department of Defense (DOD)," means the Department of Defense, the military departments, and the defense agencies. The military departments are the Departments of the Army, Navy (including the Marine Corps), and Air Force. The defense agencies are the Defense Advanced Research Projects Agency, the Defense Commissary Agency, the Defense Finance and Accounting Service, the Defense Information Systems Agency, the Defense Intelligence Agency, the Defense Investigative Service, the Defense Logistics Agency, the National Imagery and Mapping Agency, the Defense Special Weapons Agency, the National Security Agency, the On-Site Inspection Agency, the Ballistic Missile Defense Organization, and the United States Special Operations Command. Reference, DFARS 202.101.

2. RIGHT TO COPY AND USE PROGRAMS

- a) During the Term of this license agreement, effective date of this order - 30 March 2000, the DOD is granted the right to make and Deploy an unlimited number of copies of the specified programs for use by up to 30,000 authorized users on the operating systems platforms specified in Attachment #1(in any combination). DOD is granted a license hereunder for up to 30,000 seats or concurrent users as described in the Sybase GSA Schedule, No. GS-35-F- 5212H.
- b) The Government's right to make or deploy copies of the programs shall cease on 30 March 2000 (the "Expiration Date") unless extended by the Government as set forth in paragraph 7 below. For all copies of the programs in use on the expiration date of the DOD License, DOD shall have a perpetual, non-exclusive, nontransferable license, without right of sublicense, to use such programs. After the expiration date, DOD may not copy, install or authorize additional users of the programs licensed under this DOD License.
- c) If the license is extended as set forth in paragraph 7, DOD shall be granted the right to make and deploy an unlimited number of copies of the specified programs for use on the operating systems platforms specified in Attachment #1. DOD shall be granted a license hereunder for unlimited servers and seats or concurrent users as described in the Sybase GSA Schedule No. GS-350F05212H. In the event of this extension, the Government's right to make or deploy copies of the programs shall begin on the effective date of the option exercise and shall cease on 30 September 2000 (the "Expiration Date"). For all copies of the programs in use on the expiration date of the DOD License, DOD shall have a perpetual, non-exclusive, nontransferable license, without right of sublicense, to use such programs. After the expiration date, DOD may not copy, install or authorize additional users of the programs licensed under this DOD License.

3. PLATFORM EXCHANGE

During the term of this license and provided DOD has an active maintenance agreement for the program, the Government is authorized to transfer the program only between the operating systems specified on Attachment #1. There is no fee for moving the program for use between the operating system platforms specified on the attached Attachment #1. The right to transfer between the specified platforms shall include the transfer of the licensed programs provided that the program is supported by Sybase on the platform at the time of transfer.

4. WARRANTY

Provided the Government has paid the specified fees, a warranty shall be provided for those programs copied and deployed for use as part of the DOD License and in use on then Sybase currently supported operating system platforms. The warranty shall be provided to users for a term of twelve months commencing on the date of receipt of a primary copy. The warranty shall be provided in accordance to the following:

- a) For purposes of this license agreement warranty is defined as Sybase's current GSA policies and procedures for Sybase Support Now Extended Plan.

b) For Unix, NT and LINUX platforms, warranty shall include technical support and maintenance (bug fixes, new version releases, maintenance releases).

5. DELIVERABLES

Upon execution of this license agreement, Sybase shall ship one (1) set of primary copies and documentation for each platform listed in Attachment #1, Schedule A to:

US Army CECOM Systems Management Center
Product Manager, Small Computer Program
Attn: AMSEL-DSA-SCP (Mr. Brian Rieth)
Building 283 (Squier Hall)
Fort Monmouth, NJ 07703-5605

In addition, Sybase shall act as duplication agent for PM-SCP to duplicate and ship to endusers for quality control reasons primary copies of the license programs and applicable documentation.

Within five (5) working days of receipt from PM-SCP of an authorizing document, Sybase shall ship to the point of contact and address specified one (1) copy of the program and associated documentation. The DOD enduser shall be authorized to deploy the number of servers and users specified in the DOD authorizing document. Only DOD endusers included in an authorizing document provided by PM-SCP to Sybase are authorized users under this Enterprise License.

Sybase shall not charge the DOD for such duplication and shipment of copies during the term of this agreement.

6. INVOICING AND PAYMENT

Upon execution of this agreement, Sybase shall be obliged to deliver the programs licensed herein and to include a one year warranty as described above; DOD shall be obligated to pay Sybase the license fees and warranty fee, as described in Section 7. Upon shipment of the programs, Sybase is authorized to invoice DOD for the program license fee and warranty. Upon exercise of the option described in Section 7, Sybase shall be authorized to invoice CECOM for the option license and warranty fee, in the total amount of \$5,672,000. Payment shall be net 30 days from receipt of Sybase's invoice.

7. LICENSE FEES AND LICENSE TERM

The term of this license agreement is the effective date of this order - 30 March 2000. The license fee including warranty is \$6,400,000.

Sybase grants the Government and option to extend the terms of Enterprise License through 30 September 2000 for a license and warranty fee of \$5,672,000. The Government may choose to extend the Enterprise License at any time prior to September 30, 2000.

ATTACHMENT #1

SCHEDULE A

**LICENSE AGREEMENT
APPLICABLE PLATFORMS**

PLATFORMS	SUN SOLARIS	IBM AIX	DIGITAL UNIX	SGI IRIX	HP UX	WINDOWS NT	Linux/Intel
ADAPTIVE SERVER ENTERPRISE RDBMS	10373	12600	19500	12800	17200	P17022	10753
Current Version as of 10 Sept 1999	11.9.2	11.9.2	11.9.2	11.5.1	11.9.2	11.9.2	11.9.2

Workplace: A "Workplace" is a level of Licensed Software which runs with an Intel based platform, certain low-end UNIX based platforms up to and/or other platforms which may be added from time to time.

Windows NT: These are the only low-end UNIX machines/models currently available.

Enterprise: A "Enterprise" is a level of Licensed Software other than an Intel based platform , certain low-end UNIX based platforms and high end / high capacity based platforms, and/or other platforms which may be added from time to time. Includes the above platforms

BPA AGREEMENT

BLANKET PURCHASE AGREEMENT

"The U.S. Army Communications-Electronics Command Acquisition Center-Washington (CAC-W) hereby enters into a Blanket Purchase Agreement (BPA) on behalf of the Product Manager for Small Computer Program (PM-SCP) with the contractor Sybase Inc. (Sybase). The BPA is issued to provide the Department of Defense (DoD) database software licenses, software maintenance, support and consulting services in support of the Department of Defense's mission. Sybase will provide CLINS 1001-1148, 2001-2006, 3001-3003, and 4001-4005. This agreement is under the terms and conditions of the Sybase GSA Federal Supply Schedule Contract GS-35F-5212H respectively (hereafter referred to as "GSA Contract") and the following BPA terms and conditions

1. Products Available Under this BPA

The Software licenses, Software Maintenance and Consulting Services listed in Exhibit A (CLINs 1001-1148, 2001-2006, 3001-3003, and 4001-4005) comprise the most frequently ordered Sybase products being purchased as of the date of this BPA and are provided at the specific request of the

Government. The current GSA CLIN price for each product is provided in Exhibit A. The BPA price discount structure is provided at Paragraph 3.

Other Software Licenses and Software Maintenance included on the GSA Contract and not listed specifically in Exhibit A may be purchased at the BPA discount rates under CLIN 4001 entitled "Other Costs - GSA Contract".

Ordering Offices may order licenses from the DoD Enterprise License, CLIN 4002, by following the procedures in paragraph 27, herein.

Software purchased under this BPA shall include perpetual software licenses in accordance with Sybase's GSA Federal Supply Schedule Contract GS-35F-5212H.

2. Maintenance Definitions

The following definitions for Software Maintenance are extracted from paragraph 4 of the GSA Contract terms and conditions.

a. SupportNow Incident Plan: The Incident Plan is available for designated Sybase products, on a case-based need. The customer has access to Sybase Technical Support during a 10 hour business day (8:00 AM to 6:00 PM local time Eastern Timezone, excluding holidays). Response time for Priority 1 calls is up to 4 hours. Support can be purchased for any designated products in annual case packs of 10. Case packs expire one year from purchase or when all cases have been used, whichever occurs first. Customer purchase options include Update Subscription Program (USP) for enhancement and maintenance releases, after-hours support, and the Sybase Technical Library CD Series.

b. SupportNow Basic Plan: The Basic Plan is available for all Sybase products, and allows the customer to name two Sybase Technical Support contacts. The customer has access to Sybase Technical Support during a 10 hour business day (8:00 AM to 6:00 PM local time, excluding holidays). Response time for Priority 1 calls is up to 4 hours. The Basic plan provides, on an annual basis, technical assistance, and new enhancement and maintenance releases. The Basic plan includes Sybase Technical Library CD series. Customer purchase options include additional contacts and after-hours support.

c. SupportNow Extended Plan: The Extended plan is available for all Sybase products. The Extended plan includes all of the features of the Basic plan, allows the customer four Sybase Technical Support contacts, and provides support 24 hours a day, 7 days a week. Response time for Priority 1

calls is up to 1 hour. If more support is required, the customer can purchase additional contacts as needed.

d. SupportNow Enterprise Plan: The Enterprise plan is available for all Sybase Products. The Enterprise plan also offers 24 hour by 7 day support. Response time for Priority 1 calls is up to 30 minutes. The Enterprise plan includes all of the features of the Extended plan, allows the customer six Sybase Technical Support contacts, with a more personalized level of service, faster response times, priority escalation handling, account management services to assist with planning customer support requirements, regular review meetings to evaluate cases and identify trends, and priority product maintenance. Additional contacts can be purchased as needed.

e. Update Subscription Program: The Update Subscription Program (USP) applies to Workplace products as noted in the Software Fee Schedule. One year annual subscription provides for enhancement and maintenance releases, if any, during the subscription service term. Telephone support must be purchased separately for these products, unless they are covered under SupportNow Basic, Extended or Enterprise Plans, which include both telephone support and updates.

3. Discount Structure

The price discount off the Sybase GSA Contract for all orders issued under this BPA will be according to the following table.

The price discounts are off of the net GSA price listed in Exhibit A and the GSA Contract.

Total GSA Dollars	Discount
Software Licenses	
\$0 - \$249,999	5%
\$250,000 - \$499,999	10%
\$500,000 - \$999,999	13%
\$1,000,000 - \$2,499,999	19%
\$2,500,000+	24%
Maintenance	
\$0 - \$24,999	2%
\$25,000 - \$49,999	12%
\$50,000 - \$99,999	22%
\$100,000 - \$249,999	32%
\$250,000+	42%

Above discounts will be in effect for the term of the BPA.

4. Enterprise License Agreement

As a condition to award of the BPA the Government will issue an order under the BPA simultaneously with the BPA award. The order shall be in the total amount of six million, four hundred thousand dollars (\$6,400,000) for which the Government shall receive an Enterprise License which allows the

Government to make and deploy an unlimited number of copies of Sybase Adaptive Server Enterprise RDBMS through 30 March 2000 for use by up to 30,000 authorized DOD users (seats or concurrent users) as set forth in Exhibit F and the GSA Contract. All licenses must be deployed prior to 30 March 2000. The one year warranty shall include all services provided in the SupportNow Extended Plan

Maintenance Plan specified in the GSA Schedule and paragraph 2.c of this BPA and shall begin upon delivery of the Primary Copy to the Government enduser.

The Government has an option to extend the Enterprise License through 30 September 2000 for an unlimited number of servers and seats as set forth in the License Agreement For Department Of Defense Wide License Between Sybase, Inc. and CECOM Acquisition Center for Sybase Adaptive Server Enterprise RDBMS for an additional cost of five million, six hundred and seventy two thousand dollars (\$5,672,000). This option may be exercised by the Government at any time up to 30 September 2000.

5. Pricing.

The unit prices and rates for this BPA are based on the GSA rates provided at Exhibit A and the price discounts listed in Paragraph 3, above. The BPA Holder shall notify the Government within 10 business days of changes in the pricing structure of the GSA contract, at which time the BPA shall be modified to include the revised GSA prices, accordingly. The above discounts replace all of the Sybase GSA Schedule discounts.

6. Voluntary Price Reductions and Special Orders

Sybase can voluntarily reduce prices and labor rates at any time by giving 24-hour advance notice (via FAX or E-mail) to the BPA Contracting Officer and the PM-SCP. In addition, authorized BPA users may negotiate special discounts for specific orders with Sybase. These special discounts shall be negotiated under CLIN 4003, Special Solutions.

7. Prevailing Terms and Conditions

All orders placed against this BPA are subject to the terms and conditions of the GSA Contract. 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 GSA Contract, the provisions of the GSA Contract will take precedence.

8. Duration of BPA

The duration of this BPA shall be from the date of the BPA through 15 April 2008. Either party with ninety (90) days written notice may terminate the BPA; provided however, that such termination shall not effect the obligations of the Government and Sybase, Inc. under any then existing delivery order or lease agreement. The then existing delivery order or lease agreement shall continue in full force and effect as though the BPA had not been terminated.

9. Ordering Period

The ordering period for all items under this BPA is the same as the duration of the BPA set forth in paragraph 8, above.

10. Obligation of Funds

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized purchases actually made through orders issued under this BPA.

11. Authorized BPA Users

This BPA is entered into in order to support Department of Defense (DoD) components and DoD employees, including Reserve Components (Guard and Reserve), US Coast Guard when mobilized with, or attached to DoD, and Non Appropriated Funds Instrumentalities (NAFI). Also included are the Intelligence Communities, including all DoD Intel Information Systems (DoDIIS) member organizations. The CIA and/or other non-DoD Intel groups are specifically excluded, except that CIA and other non-DoD Intel personnel may use software obtained under the BPA when assigned to work on projects conducted by a DoD component.

Contractors performing work for the Department of Defense may use this BPA to purchase goods and services to be used in the direct performance of DoD component contracts if they provide Sybase with a bonafide "Right to Buy" letter of authorization from their cognizant contracting officer. The letter must be on appropriate Federal Government letterhead; it must authorize the contractor the use of this BPA; it must cite the specific contract under which work is being performed for the Federal Government; it must cite the inclusive dates during which the authorization is valid; and, it must be signed by the Contractor's cognizant Contracting Officer.

12. Delivery Tickets

Unless otherwise agreed to, a standard commercial delivery ticket or a DD Form 250 must accompany all deliveries under this BPA. As a minimum, the delivery tickets or sales slips must contain the following information:

- (a) Name of Contractor,
- (b) Contract Number,
- (c) BPA Number,
- (d) Model Number,
- (e) Purchase Order Number,
- (f) Date of Purchase,
- (g) Quantity, unit price, and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

13. Delivery

Deliveries shall be made to the locations specified in each order in accordance with the terms of the GSA Contract. All software shall be delivered in its default media type, which is CD-ROM for most products, unless other commercially available media type is specified in the order. An order for a large quantity of software licenses may be delivered with the serial number and keys for the multiple licenses on a single CD-ROM.

Shipments to APO addresses are prohibited unless specifically requested on the delivery order. Only the Army Product Manager Small Computer Program ("PM-SCP") can expedite orders.

14. Ordering.

Orders will be placed against this BPA in accordance with the GSA Contract and the PM-SCP ordering instructions located at "<http://pmscp.monmouth.army.mil>". To identify orders purchased via this Agreement, the BPA number shall appear on each order. The order shall also include identification of the ordering activity, point of contact phone number and electronic mail address and items purchased.

For Consulting Services orders, the following shall also be included:

- a. Description of Services
- b. Mutually Agreed Upon Statement of Work
- c. Period of Performance
- d. Place of Performance

Ordering under this BPA is decentralized. Currently, the media used for orders is hardcopy, and through the PM-SCP Marketplace. Each hardcopy order issued under this BPA shall be forwarded to PM, Small Computer Program (PM-SCP) Centralized Order Processing Office (COPO) for verification and validation. The PM, Small Computer Program (PM-SCP) Central Order Processing Office (COPO) address is as follows:

US Army CECOM Systems Management Center
Product Manager, Small Computer Program
Attn: AMSEL-DSA-SCP
Building 283 (Squier Hall)
Fort Monmouth, NJ 07703-5605

Voice: 1-888-232-4405 (toll-free)
Facsimile Number: 732-532-5185.

"The COPO will forward orders to be performed by Sybase for CLINS 1001-1148, 2001-2006, 3001-3003, and 4001-4005 to:

- Defense Contract Administration Office (1 copy) as specified on each order
- DFAS Payment Office (1 copy) as specified on each order.
- Sybase Inc.
6550 Rock Spring Drive
Suite 800
Bethesda, MD 20817
P.O.C.: John J. Gugliotta
Director Business Operations

DAAB15-99-A-1003

Phone: 301-896-1661
Fax: 301-896-1604"

"The COPO will forward orders to be performed by Logicon for CLIN 5001 to:

- Defense Contract Administration Office (1 copy) as specified on each order
- DFAS Payment Office (1 copy) as specified on each order.
- Logicon Inc.
222 West 6th. Street
P.O. Box 471
San Pedro, California 90733-0471
Attn.: B.J. Bernstein
Phone: 310-831-0611 Ext. 2340.
Fax No. 310-514-1379"

The COPO will forward orders to be performed by Viador for CLIN 8001 to:

- Defense Contract Administration Office (1 copy) as specified on each order
- DFAS Payment Office (1 copy) as specified on each order.
- VIADOR c/o Sybase, Inc.
6550 Rock Spring Drive, Suite 800
Bethesda, MD. 20817
Attn.: John J. Gugliotta
Director Business Operations
Phone: 301-896-1661
Fax: 301-896-1604

The COPO will forward orders to be performed by Business Objects for CLIN 9001 to:

- Defense Contract Administration Office (1 copy) as specified on each order
- DFAS Payment Office (1 copy) as specified on each order.
- BUSINESS OBJECTS c/o Sybase, Inc.
6550 Rock Spring Drive, Suite 800
Bethesda, MD. 20817
Attn.: John J. Gugliotta
Director Business Operations
Phone: 301-896-1661
Fax: 301-896-1604

The ordering office in accordance with their local procedures shall make the remaining distribution(s).

The BPA Holder shall only accept "hardcopy" orders that have been processed through the PM-SCP COPO office.

Any request for a deviation from the terms of the BPA must be submitted in writing to the Contracting Officer at the following address:

US Army CECOM Acquisition Center-Washington
Attn: AMSEL-AC-WB-B (Room 1126)
2461 Eisenhower Ave
Alexandria, VA 22331-0700

15. Free on Board.

Domestic and overseas delivery of the supplies identified in Exhibit A shall be IAW FAR 52.247-34, "Free on Board (F.O.B.) Destination", and FAR 52.247-48, "F.O.B. Destination-Evidence of Shipment" which are incorporated by reference. The delivery destination shall be specified in each individual delivery order.

16. Fees and Payments.

1.1 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.

1.2 Acquisition, Contracting and Technical (ACT) Fee.

The cost of awarding and administering this BPA is included in the prices charged to ordering activities. The Acquisition, Contracting and Technical (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) and is due thirty (30) days following the completion of the reporting period. Negative reports are required. Failure to provide appropriate ACT fees within the prescribed 30 days, the amount 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 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.

17. Fee Distribution.

The Air Force, Army, DISA and Navy are participating in an ACT fee-sharing program. The 2% ACT fee is split equally between the Service whose customer places the order and the Service that manages this BPA - the Army. Sybase, Inc. shall collect the 2% ACT fee and distribute in accordance with the following procedures. ACT fee sharing shall be determined by the End User Agency or Service appearing in Column 3 of the monthly Report of Sales. This field shall be notated Air Force, Army, DISA, Navy or DOD as appropriate.

ALL SALES - Check Submission and Letters of Confirmation Process:

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 Army results in 1%, or half, of the 2% fee being returned to the Air Force acquisition organization (listed under Air Force Sales). The Army will retain the entire 2% fee under orders issued for Army activities or those DoD activities that do not collect a fee under the ESI agreements managed by the Army. The Contractor is responsible for distributing the

DAAB15-99-A-1003

ACT fee to all applicable Services in accordance with the instructions herein. The amount of the ACT fee due the FMO shall be calculated at 1% for Navy 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".

Checks must include the following information to ensure proper crediting of the payment:

BPA#DAAB15-99-A-1003

DEAL-S - Database Enterprise Agreement Licenses - Sybase

ARMY SALES:

The amount of ACT Fee due APM ASCP shall be calculated at 2% of all Army sales.

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

BPA DAAB15-99-A-1003

SCP Fee Reimbursement

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

Send check and transmittal letter to:

PEO, Enterprise Information Systems
Assistant Project Manager, Army Small Computer Program
Attn: SFAE-PS-EI-SCP (Financial Support Group/Margaret Kirsch)
Fort Monmouth, NJ 07703-5605

E-mail a copy of the check and transmittal letter to:

MONMEISASCPVndrRpts@conus.army.mil

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#DAAB15-99-A-1003

DEAL-S - Database Enterprise Agreement Licenses - Sybase

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

DAAB15-99-A-1003

Attn: SFAE-PS-EI-SCP (Attn: Margaret Kirsch)
Building 283 (Squier Hall)
Fort Monmouth, NJ 07703-5605

Email a copy of the check and letter to:
MONMEISASCPVndrRpts@conus.army.mil

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NAVY Sales (updated August 2010):

The contractor shall remit ACT Fee to the address provided below 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 (*fill in applicable #*)

DoD (*fill in name of agreement*) Enterprise Software Agreement

ACT Fee

For US Postal Service mail or USPS Express Mail, send check to:

SPAWARSYSCEN PACIFIC

Attn: Henry Ingorvate

Code 55190, Bldg. 91

53560 Hull Street

San Diego, CA 92152-5001

For Federal Express, United Parcel Service, DHL or Other Courier Services, send check to:

SPAWARSYSCEN PACIFIC

Shipping and Receiving

Receiving Officer (OT 7)

Attn: Henry Ingorvate

Code 55190, Bldg. 91

4297 Pacific Hwy.

San Diego, CA 92110

Email a copy of the ACT Fee remittance check to: henry.ingorvate@navy.mil.

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#DAAB15-99-A-1003

DEAL-S - Database Enterprise Agreement Licenses - Sybase

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:

FAX or mail a copy of the check and letter to:

DFAS/OPLOC/PE

HQSSG/AQPP

Building 603-2, Code FDA-SSG

Financial Management

130West Avenue, Suite A

501 East Moore Drive

DAAB15-99-A-1003

Pensacola, FL 32508-5120

MAFB-Gunter Annex, AL 36114-3004

FAX: (334) 416-5796

DLA SALES

The amount of ACT Fee due DLA shall be calculated at 1% of all DLA sales.

Remit ACT Fee to the address provided below by corporate or cashiers check made payable to "Treasurer of the United States". No transmittal letter is required with submission of DLA's fee checks. Checks must include the following information to ensure proper crediting of the payment:

BPA Number: DAAB15-99-A-1003

Deal S -Database Enterprise Software Agreement – Qtrly Fee

Send Check to the Following:

Defense Logistics Agency
DES Acquisition Staff Directorate
Attn: Connie House, DES-A
8725 John J. Kingman Road, Room 1145
Fort Belvoir, VA 22060-6220

Mail a copy of the check to:

Defense Logistics Agency
ATTN: Susan Lizzi, J-654
8725 John J. Kingman Road
Fort Belvoir, VA 22060-6221

Or email copy to:

susan.lizzi@dla.mil

LETTER OF TRANSMITTAL FOR ARMY FEE PAYMENTS

Date:

MEMORANDUM FOR Army Small Computer Program

PEO Enterprise Information Systems
Assistant Project Manager, Army Small Computer Program
SFAE-PS-EI-SCP (Attn: Margaret Kirsch)
Fort Monmouth, NJ 07703-5605

From: Sybase, Inc.
6550 Rock Spring Drive, Suite 800
Bethesda, MD 20817

SUBJECT: Collection of Checks for (Sybase, Inc./BPA Number DAAB15-99-A-1003
for FY04-05, etc.

1. Collection of the check will include the following:
 - a. Please make check payable to United States Treasury
 - b. Mail original check to address below:

PEO Enterprise Information Systems
Assistant Project Manager, Army Small Computer Program
SFAE-PS-EI-SCP (Attn: Margaret Kirsch)
Building 283 (Squier Hall)
Fort Monmouth, NJ 07703-5605

2. Direct questions to: Margie Kirsch
732.427.6613

3. Provide copies of this letter, check and delivery order report
electronically to:

MONMEISASCPVndrRpts@conus.army.mil

[FOR AF]
(COMPANY NAME)

(Date)

MEMORANDUM FOR DEFENSE FINANCE and ACCOUNTING SERVICE
DFAS-DE/ATDT/DEDE
(Attn: Mr. Daniel Medina)
6760 East Irvington Place
Denver Colorado 80279

FROM: **(Company Name)**
(Street Address)
(City, State and Zip Code)

SUBJECT: Collection of Checks for ESI SW – FY06 (CPEA00) For **BPA**
Number _____

1. This transmittal letter is to be used in lieu of a cash collection voucher (DD Form 1131).
2. Line of accounting to collect this check into is as follows:
5763400 306 47AZ 4KABE0 04 592RR 72806F 16 667100
FSR:001002 PSR: 076202 DSR: 075608
MORD: F2XTKK5287M006
3. Direct questions to **(Company POC, Phone Number)**.

1 Atch: **Check #-----**

Note: Also provide a copy of the check and transmittal letter sent to DFAS, Denver to the following address:

HQ 754 ELSG/KABS
Bldg 892
490 East Moore Drive
MAFB-Gunter Annex, AL 36114-3014

Mail, fax, or email is an acceptable means for forwarding copies to HQ 754 ELSG/KABS. Fax number is: (334) 416-7795 or (334) 416-1351.

Email address is: kabfinance@gunter.af.mil Subject Line Format of e-mail should be:

PIIN with hyphens, CCR Month Year, Program Name, and Contractor Name

Example: FA8771-05-A-0301, CCR June 2006, ESI, immixTechnlolgy, Inc.

Notes: CCR stands for Customer Check Report. This denotes the month of the report.

18. Payment

Payment shall be made for items accepted by the Government specified in each delivery order. Payment procedures from the PM-SCP COPO to the BPA holder are in accordance with the GSA Contract. The payment office shall be identified on each delivery order issued against the BPA. The Government will make payment in accordance with Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular, A-125, Prompt Payment. FAR 52.232-25, Prompt Payment (June 1998) applies. At the option of the Government payments under this BPA may be made by check, electronic funds transfer, or the automated clearinghouse.

19. Invoices

The requirements of a proper invoice are as specified in the GSA Contract. Invoices shall be submitted to the payment address specified on each delivery order issued against this BPA and shall be accompanied by a copy of the delivery ticket for that order.

20. Fast Payment Procedure

FAR 52.213-1, Fast Payment Procedure (Aug 1988), is hereby incorporated into this agreement.

21. Reporting

Sybase shall provide the following reports to PM-SCP on a monthly basis:

a. Government Wide Commercial Credit Card Activity - Sybase shall provide monthly BPA shipment/order activity to the Army for inclusion in its Order Tracking Database. The specific, electronic order record structure to be provided to PM-SCP via FTP or Email is provided at Exhibit B. Submission is required within 5 calendar days of the next month.

b. Monthly Status Report - Sybase shall provide a monthly status report (within 5 calendar days of month-end) on the status of orders which shall include, as a minimum, the number of orders received, the number of deliveries made, delivery schedules, days-to-deliver, and backlogs. Recommended format/layout is at Exhibit C. The report shall be provided to PM-SCP.

c. Monthly Order Activity. The BPA Holder shall provide monthly BPA shipment/order activity to PM-SCP for inclusion in Order Tracking Database. Monthly submissions shall be non-cumulative, that month's activity only. The specific electronic order record structure to be sent to the PM-SCP office via FTP or Email for the monthly submission is at Exhibit D. Submission is required within 5 calendar days of the next month.

d. Army Fee for Service Reconciliation Report. The BPA Holder shall deliver the Army Fee for Service Reconciliation Report by the fifth Government workday after the end of each month. The Army Fee for Service Reconciliation Report shall cover the same time period as the Monthly Status Report. The recommended format and

required data elements for the Army Fee for Service Reconciliation Report due to PM-SCP for FFS is at Exhibit E.

e. Accounting for Contractor Support Reporting for Army Service Requirements under this BPA

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://contractormanpower.army.pentagon.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including subcontractors); (6) Estimated direct labor dollars paid this reporting period (including subcontractors); (7) Total payments (including subcontractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each subcontractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information; (11) Locations where contractor and subcontractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and subcontractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website.

22. Year 2000 Warranty

The provisions of the GSA Contract shall apply.

23. 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 (MAR 1998)
- 252.232-7009 Mandatory Payment by Government wide Commercial Purchase Card (JUL 2000)
- 252.232-7010 Levies on Contract Payments (SEPT 2005)
- 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 (NOV 2006)

(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.

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, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (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 (JUN 2004) (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).
<u> x </u>	252.225-7021	Trade Agreements (NOV 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
<u> x </u>	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
<u> x </u>	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
<u> x </u>	252.225-7036	Buy American Act--Free Trade Agreements--Balance of Payments Program (OCT 2006) (___ Alternate I) (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
<u> x </u>	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
<u> x </u>	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
<u> x </u>	252.227-7015	Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
<u> x </u>	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
<u> x </u>	252.232-7003	Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).
<u> x </u>	252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
<u> x </u>	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
<u> x </u>	252.247-7023	Transportation of Supplies by Sea (MAY 2002) (___ Alternate I) (MAR 2000) (___Alternate II) (MAR 2000) (X Alternate III) (MAY 2002) (10 U.S.C. 2631).
<u> x </u>	252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

24. PM-SCP Program Status Review ("PSR")

BPA Holder will attend the PM-SCP PSR twice a year during the existence of this BPA.

25. Sybase Program Manager

Sybase will have a Program Manager ("Sybase PM") assigned to manage this BPA. The Sybase PM will be the single point of contact for administering this BPA, to include order acceptance, order status, reporting (as identified in paragraph 21), and other BPA related issues.

26. DoD Emall-IT Corridor

As the scope of the DoD Emall-IT Corridor becomes finalized, Sybase will work with the Government to participate in this Government electronic ordering program as is mutually agreeable.

27. Enterprise License Ordering Instructions. The unit prices set forth in SLINS 4002AA-4002AF includes one license for selected platform for Sybase Adaptive Server Enterprise RDBMS and one year of warranty (equal to SupportNow Extended Plan Maintenance Plan) starting on the day of delivery of primary copy to enduser. These unit prices include a fee for repayment of the Working Capital Fund (WCF) of 2.5% and the PM-SCP fee of 1% (set forth in Paragraph 16 of the BPA). The listed unit prices are available for products ordered prior to 31 March 2000.

Orders under the Enterprise Agreement (CLIN 4002) shall be made using Military Interdepartmental Purchase Request (MIPR) and directed to PM-SCP in accordance with Paragraph 14 of the BPA. The MIPR shall include the following information:

- a. BPA Number;
- b. Name of POC, telephone number and email address;
- c. Quantity ordered of CLIN 4002 detailed as follows:
CLIN 4002XX @ \$ unit price x quantity ordered
- d. Shipping Address (commercial for the disks); and
- e. Agency/Activity/MACOM.

No credit card orders will be accepted for CLIN 4002."

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE
U.S. ARMY CECOM ACQUISITION CENTER**

In the spirit of the National Performance Review, the U.S. ARMY CECOM ACQUISITION CENTER and Sybase 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 number GS-35F-5212H ("GSA Contract").

Federal Supply Schedule contract BPA's eliminate contracting and open market costs such as: search for sources, development of technical documents, solicitations, and 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 GSA Contract. The end result is to create a purchasing mechanism for the Department of Defense that works better and costs less.

Exhibit A
BPA Products

SEE ATTACHMENT

EXHIBIT B**MINIMUM REQUIRED FIELDS FOR CREDIT CARD ORDERS****(File needs to be in a Microsoft Excel format)**

File Layout Definition. Each **row** of the spreadsheet contains information on a specific credit card transaction. Below are the required spreadsheet **columns**. There should be no extra spaces and no commas in the file. All characters are required to be in capital letters.

<u>COLUMN NAME</u>	<u>DESCRIPTION OF COLUMN</u>
contract_number	BPA number that the equipment is being ordered from. (Full BPA number, up to 16 digits and includes dashes)
credit_card_number	Credit Card number (16 Digits. NO DASHES)
delivery_order_number	Has to be unique to the BPA number. Must start with the letter "A" and be numbered sequentially with a maximum field length of 21 characters .
date	Date of transaction. (format: dd-mm-yyyy)
purchaser	Name of the credit card holder (Last Name; First Name – NO Commas up to 35 Characters (use a space to separate the last name from the first name)
phone_number	Phone number of purchaser (format: 999-999-9999)
address_line_1	First line of the Ship-to address (Alphanumeric - up to 35 Characters (no commas))
address_line_2	Second line of the Ship-to address (Alphanumeric - up to 35 Characters (no commas))

<u>COLUMN NAME</u>	<u>DESCRIPTION OF COLUMN</u>
address_line_3	Third line of the Ship-to address (Alphanumeric - up to 35 Characters (no commas))
city	City (Alphanumeric - up to 15 Characters (no commas))
State	Post Office 2 Character Abbreviation (2 characters)
zip_code	First five (5) digits of the Zip Code (5 digits)
zip_code_extension	The four digit extension for the Zip Code (4 digits)
CLIN_number	CLIN number being ordered (Maximum of 6 alphanumeric characters)
CLIN_quantity	CLIN quantity being ordered (up to 6 digits, whole numbers)
extended_dollar_amount	Extended dollar amount (CLIN_quantity * unit price) (Maximum of 12 digits - 10 places to the left of the decimal point and two to the right of the decimal point. No formatting such as dollar signs or commas)
grand_total	Total dollar amount of the whole transaction (Maximum of 12 digits - 10 places to the left of the decimal point and two to the right of the decimal point. No formatting such as dollar signs or commas)
macom	Major DOD Command identifier. Government provides helpful listing to assist if user cannot identify. (Maximum of 10 characters)
del_method	Method of Delivery – Electronic(Web), Email, or CD-ROM

**EXHIBIT C
MONTHLY STATUS REPORT
CLINS ORDERED**

CURRENT MONTH					BPA-TO-DATE			
<u>CLIN</u>	<u>QTY-ORD</u>	<u>\$-RCD</u>	<u>QTY-SHP</u>	<u>\$-SHP</u>	<u>QTY-ORD</u>	<u>\$-RCD</u>	<u>QTY-SHP</u>	<u>\$-SHP</u>
0001AA	565	5,650	20	200	1,000	10,000	400	4,000

0002AA.....

Grand Totals in this section shall reflect \$-amount columns only.

ORDER DELIVERY

<u>DO#</u>	<u>TRACKING#</u>	<u>DT-RCD</u>	<u>DT-ACC</u>	<u>DT-REJ</u>	<u>DTMR</u>	<u>DMRD</u>	<u>RDD</u>	<u>PSD</u>	<u>ADD</u>
BG01	AR-0001	6/14/96	6/16/96	-	-	-	7/14/96	-	7/15/96
BG02	AR-0002	6/14/96	-	6/15/96	6/15/96	-	7/14/96	-	-

Sort Sequence: DT-RCD, then DO#.

Legend: DO# = Delivery Order#; Tracking# = Agency/Vendor provided number; DT-RCD = Date Received; DT-ACC = Date Accepted; DT-REJ = Date Rejected; DTMR = Date Mod Requested; DMRD = Date mod received; RDD = Required delivery date; PSD = Projected ship date; ADD = Actual delivery date.

EXHIBIT D
MONTHLY ORDER ACTIVITY
RECORD LAYOUT

<u>FIELD DESCRIPTION</u>	<u>FIELD LAYOUT</u>
Deliver Order Number	4 POS A/N
Date Order Received	YYYY-MM-DD
Date Order Rejected	YYYY-MM-DD
Date Order Accepted	YYYY-MM-DD
Projected Ship Date	YYYY-MM-DD
Actual Ship Date	YYYY-MM-DD
Projected Delivery Date	YYYY-MM-DD
Actual Delivery Date	YYYY-MM-DD
Projected Service Comp Date	YYYY-MM-DD
Actual Service Completion Date	YYYY-MM-DD
Customer Acceptance Date-Services	YYYY-MM-DD

**EXHIBIT E
ARMY PM-SCP FFS RECONCILIATION REPORT**

REPORT NUMBER: XXXXXX

ARMY PM-SCP FFS RECONCILIATION REPORT
REPORT PERIOD DD/MON/YYYY THROUGH DD/MON/YYYY
VENDOR: ABC COMPANY

COPO	DELIVERY	DATE	TOTAL	AMOUNT	DFAS CHECK	
BALANCE 1% REMIT.	TRACKING CONTRACT ORDER MOD	ORDER	DOLLAR	PAID TO	NUMBER OR DUE	
TO FEE DUE TRANSACTION	NUMBER	NUMBER	AMOUNT	VENDOR	EFT ID	
NUMBER THIS PERIOD	NUMBER TYPE	NUMBER	SENT TO	VENDOR	VENDOR	
			VENDOR	OF ORDER		
1003	DAAB15-99-A-1002	BG01	23-JUN-1999	40,234.56	40,234.56	0
398.36	CC					
1004	DAAB15-99-A-1002	BG02	24-JUN-1999	50,000.00	25,000.00	
25,000.00	247.52	EL				
1005	DAAB15-99-A-1002	BG03	25-JUN-1999	10,000.00	10,000.00	0
99.01	PA					

- NOTE: REPORT BREAKS BY SPECIFIC CONTRACT/BPA WHEN VENDOR HOLDS MORE THAN 1 CONTRACT/BPA
1. INPUT REQUIRED IS DUE TO PM-SCP BY THE 5TH GOVERNMENT WORK DAY AFTER THE END OF EACH MONTH. INPUT SHOULD BE PROVIDED IN AN EXCEL SPREADSHEET (ASCII FORMAT). THE INPUT REPORTED IS FOR THAT REPORTING PERIOD ACTIVITY ONLY (NOT CUMULATIVE LISTING). IF NO PAYMENTS WERE RECEIVED DURING THE PREVIOUS MONTH, A NEGATIVE REPORT IS REQUIRED.
 2. SPECIAL NOTE TO VENDOR(S): ALL "NON-ARMY (EXCLUDES ORDERS SENT TO THE VENDOR FROM THE ARMY PM-SCP COPO) ORDERS PLACED WITH A VENDOR MUST BE REPORTED BY THE VENDOR VIA THE "CREDIT CARD/OTHER ORDER SOURCE" ACTIVITY INPUT EACH WEEK. THESE ARE CREDIT CARD, ELECTRONIC ORDER, OR PAPER ORDERS RECEIVED DIRECTLY BY THE VENDOR NOT HAVING PREVIOUSLY PASSED THROUGH PM-SCP ORDER ADMINISTRATION. THIS REPORTING WILL PROVIDE THE COMPARISON INPUT FOR SCP's NON-ARMY ORDER FFS RECONCILIATION PROCESS.

3. DATA FIELDS (ELECTRONIC INPUT): SEPARATE FILE FOR EACH CONTRACT/BPA. EACH ROW OF THE SPREADSHEET CONTAINS INFORMATION ON A SPECIFIC DELIVERY ORDER TRANSACTION. BELOW ARE THE REQUIRED SPREADSHEET COLUMNS. THERE SHOULD BE NO EXTRA SPACES AND NO COMMAS IN THE FILE. ALL CHARACTERS ARE REQUIRED TO BE IN CAPITAL LETTERS. NO FORMATTING SUCH AS DOLLAR SIGNS OR COMMAS FOR DOLLAR VALUES.

<u>COLUMN NAME</u>	<u>COLUMN FORMAT</u>	<u>COMMENTS</u>
* Report Number	alphanumeric – up to 6 characters	Vendor Sequential #
* Report Pd. – Start	DD-MON-YYYY	Date includes dashes
* Report Pd. – End	DD-MON-YYYY	Date includes dashes
* Vendor Name	alpha	
* COPO Track#	numeric – up to 38 numbers	Army COPO only
* Contract #	alphanumeric – up to 21 characters	
* D.O. #	alphanumeric – up to 21 characters	No dashes allowed (PA orders only)
* MOD #	alphanumeric – up to 6 characters	If there is no MOD to the D.O., leave blank
* Date Order Sent	DD-MON-YYYY	COPO - Stamp/CC or EL - Date Ordered (date includes dashes)
* Total \$ - Order	Maximum of 12 digits – 10 places to the left of the decimal point and two to the right of the decimal point. No formatting such as dollar signs or commas.	Dollar Value
* Amt. Paid to Vndr.	Maximum of 12 digits – 10 places to the left of the decimal point and two to the right of the decimal point. No formatting such as dollar signs or commas.	DFAS/Other

- * Amt. Due to Vndr. Maximum of 12 digits –
10 places to the left of the
decimal point and two to
the right of the decimal
point. No formatting such
as dollar signs or commas. Balance Due on Order

- * 1% Remittance Due Maximum of 12 digits –
10 places to the left of the
decimal point and two to
the right of the decimal
point. No formatting such
as dollar signs or commas. Amt due to SCP

- * Transaction Type 2 characters CC or EL or PA
(CC: Credit Card; EL: Other Electronic Order; PA: Paper/Hardcopy)

EXHIBIT F
ENTERPRISE LICENSE

EXHIBIT G

FEE FOR SERVICE

TRANSMITTAL FOR ARMY FEE PAYMENTS

MEMORANDUM FOR Army Small Computer Program
PEO Enterprise Information Systems
Assistant Project Manager, Army Small Computer Program
SFAE-PS-EI-SCP (Margaret Kirsch)
Squier Hall, Bldg. 283
Fort Monmouth, NJ 07703-5605

FROM: Sybase, Inc.
6550 Rock Spring Drive, Suite 800
Bethesda, MD 20817

SUBJECT: Collection of ACT Fee Checks for Contract number
DAAB15-99-A-1003, FY____ QTR

1. Line of Accounting to collect this ACT Fee into is:

AA 97X4930 AFAC 015 0SX16 068142 3F 000000 923111 UIC: GTS100 JON:ZGT0011
REF: 923111*AQ418

2. Direct questions to (Company POC, Phone Number).

1 Att. Check#
(Signature)

3. The section on Fee-For-Service Remittance Instructions should read as follows:

Fee-For-Service Remittance Instructions.

The percent FFS due to ASCP shall be paid by check made payable to "Treasurer of the United States", and mailed to the following address:

PEO, Enterprise Information Systems
Assistant Project Manager, Army Small Computer Program
Attn: SFAE-PS-EI-SCP (Financial Support Group/Margaret Kirsch)
Fort Monmouth, NJ 07703-5605

In order to ensure that the payment is credited properly, the check shall be identified as "ASCP Fee Reimbursement", and have the contract number on it. In addition, accompanying the check should be a memorandum, sample provided below:

David Bahary
Product Leader
PEO EIS APM

ATTN: SFAE-PS-EI-SCP

U.S. Army Small Computer Program
Comm (732) 532-7123, DSN 992-7123

ARMY INFORMATION TECHNOLOGY CONFERENCE is scheduled for 7 - 9 June 2005 at
the Riviera Hotel & Casino in Las Vegas, NV

Visit us at <HTTPS://ascp.monmouth.army.mil/scp/index.jsp>

ATTACHMENT A

Sybase Database Enterprise Agreement -- DAAB15-99-A-1003

Fill out the fields on this form and click the PRINT button.

Customer: Army Other:

Major Command: (e.g. AMC, EUSA)

Major SubCommand: (e.g. CECOM, AMCOM)

Location/Installation:

Point of Contact:
Diane Grim
Tel:(732)427-6723
DSN:987-6723
Email: diane.grim@us.army.mil

Order #: Date:

Thru: Computer Hardware, Enterprise Software and Solutions

Send To: PEO EIS
Computer Hardware, Enterprise Software and Solutions
Attn: SFAE-PS-EI-SCP (ELA)
Bldg 283 Squier Hall
Fort Monmouth, NJ 07703-5605

Fax # (732) 532-5185

Please complete all applicable information below.

1) Quantity Sybase Enterprise Licenses

	Description	Quantity	Cost
4002AG	Unix Server 32 to 64	<input type="text"/>	@ \$ 418.00 each
4002AH	Unix Seat 32 to 64	<input type="text"/>	@ \$ 84.00 each

NOTE: Each new Server license requires the purchase of a minimum of 20 Seat Licenses. If Customer is purchasing only Seat licenses they must provide evidence of a previously purchased Server license.

2) End User Details

Name:

Email (mandatory):

Comm Phone:

Comm Fax:

3) Specify Platforms:

Platform Name and Sybase Catalog Number

- | | |
|--|---|
| <input type="checkbox"/> 14061 HP-UX Itanium | <input type="checkbox"/> 16143 Sun Solaris UltraSPARC T |
| <input type="checkbox"/> 17839 HP-UX PA-RISC | <input type="checkbox"/> 14963 Sun Solaris x64 |
| <input type="checkbox"/> 13084 IBM-AIX | <input type="checkbox"/> |
| <input type="checkbox"/> 13839 Sun Solaris SPARC | |

4) Media

Media (1st Choice):

Media (2nd Choice):

5) Ship to Address: (include name, telephone number and email address)

6) Maintenance Support POCs (2) (include names, telephone number and email address)

Name:

Comm Phone:

Email (mandatory):

Name:

Comm Phone:

Email (mandatory):



ATTACHMENT B

CLIN	DESCRIPTION	QTY	U/P	TOTAL
			\$	
4002AG	64-BIT SERVER		418.00	
			\$	
4002 AH	64-BIT SEAT		84.00	
				\$
				-
				TOTAL FOR THIS QUARTER

ATTACHMENT C

Sybase Database Enterprise Agreement -- DAAB15-99-A-1003

Fill out the fields on this form and click the PRINT button.

Customer: Army Other:

Major Command: (e.g. AMC, EUSA)

Major SubCommand: (e.g. CECOM, AMCOM)

Location/Installation:

Point of Contact:
Diane Grim
Tel:(732)427-6723
DSN:987-6723
Email: diane.grim@us.army.mil

MIPR #: **Date:**

Thru: Computer Hardware, Enterprise Software and Solutions

Send To: PEO EIS
Computer Hardware, Enterprise Software and Solutions
Attn: SFAE-PS-CH
Bldg 283 Squier Hall
Fort Monmouth, NJ 07703-5605

Fax # (732) 532-5185

Please complete all applicable information below.

1) Quantity Sybase Enterprise Licenses

	Description	Quantity	Cost
4002AA	w.83#18114 Server	<input type="text"/>	@ \$ 472.00 each
4002AB	w.83#18114 Seat	<input type="text"/>	@ \$ 93.00 each
4002AC	UNIX Server	<input type="text"/>	@ \$1304.00 each
4002AD	UNIX Seat	<input type="text"/>	@ \$ 260.00 each

4002AE LINUX Server @ \$ 472.00 each
4002AF LINUX Seat @ \$ 93.00 each

NOTE: Each new Server License requires the purchase of a minimum 20 Seat Licenses. If Customer is purchasing only Seat Licenses they must provide evidence of a previously purchased Server License.

2) End User Details

Name:
Email (mandatory):
Comm Phone: Comm Fax:
DSN Phone: DSN Fax:

3) Specify Platforms: (UNIX Platforms are limited to 32 bit only)

Platform Name and Sybase Catalog Number

- | | |
|--|--|
| <input type="checkbox"/> SUN Solaris: 10373 | <input type="checkbox"/> IBM AIX: 12600 |
| <input type="checkbox"/> Digital UNIX: DISCONTINUED | <input type="checkbox"/> SGI IRIX: 12800 |
| <input type="checkbox"/> HP UX: 17200 | <input type="checkbox"/> Windows X86 18114 |
| <input type="checkbox"/> LINUX/Intel: (X86) 10753 | |

4) Media

Media (1st Choice): Media (2nd Choice):

5) Ship to Address: (include name, telephone number and email address)

6) Maintenance Support POCs (2) (include names, telephone number and email address)

Name:
Comm Phone:
Email (mandatory):

Name:
Comm Phone:
Email (mandatory):

MIPR included for the total amount of \$:
Date: Prepared By:
Phone #: Email:

Attached: [MIPR Form \(DD-448\)](#) (Adobe PDF File)

**EXHIBIT F
ENTERPRISE LICENSE**

DLA SALES
4.3.6 **DLA SALES**

The amount of ACT Fee due DLA shall be calculated at 1% of all DLA sales.

Remit ACT Fee to the address provided below by corporate or cashiers check made payable to "Treasurer of the United States". No transmittal letter is required with submission of DLA's fee checks. Checks must include the following information to ensure proper crediting of the payment:

BPA Number: DAAB15-99-A-1003

Send Check to the Following:

Defense Logistics Agency
DES Acquisition Staff Directorate
Attn: Connie House, DES-A

8725 John J. Kingman Road, Room 1145
Fort Belvoir, VA 22060-6220

Mail a copy of the check to:

Defense Logistics Agency
ATTN: Susan Lizzi, J-654
8725 John J. Kingman Road
Fort Belvoir, VA 22060-6221

Or email copy to:

susan.lizzi@dla.mil

Section G - Contract Administration Data

TRANSMITTAL LETTERS

FOR ARMY

 Date:

MEMORANDUM FOR Army Small Computer Program

PEO Enterprise Information Systems
Assistant Project Manager, Army Small Computer Program
SFAE-PS-EI-SCP (Attn: Financial Support Group)
Fort Monmouth, NJ 07703-5605

From: (Company name):
(POC for this transaction):
(Street Address):
(City, State, and Zip Code):

SUBJECT: Collection of Checks for (name of company and BPA/contract #) – FY06, etc.

1. Collection of the check will include the following:

- a. Please make check payable to United States Treasury
- b. Mail original check to address below:

PEO Enterprise Information Systems
Assist Project Manager, Army Small Computer Program
SFAE-PS-EI-SCP (Attn: Financial Support Group)
Fort Monmouth, NJ 07703-5605

2. Direct questions to: Margie Kirsch, 732.427.6613

3. Provide copies of this letter and check to: AMSEL-dsa-scp-CR@mail1.monmouth.army.mil

**[FOR AF]
(COMPANY NAME)**

(Date)

MEMORANDUM FOR DEFENSE FINANCE and ACCOUNTING SERVICE

DFAS-DE/ATDT/DEDE
(Attn: Mr. Daniel Medina)
6760 East Irvington Place
Denver Colorado 80279

FROM: **(Company Name)**
(Street Address)
(City, State and Zip Code)

SUBJECT: Collection of Checks for ESI SW – FY06 (CPEA00) For **BPA
Number _____**

1. This transmittal letter is to be used in lieu of a cash collection voucher (DD Form 1131).
2. Line of accounting to collect this check into is as follows:
5763400 306 47AZ 4KABE0 04 592RR 72806F 16 667100
FSR:001002 PSR: 076202 DSR: 075608
MORD: F2XTKK5287M006
3. Direct questions to **(Company POC, Phone Number)**.

1 Attach: **Check #-----**

Note: Also provide a copy of the check and transmittal letter sent to DFAS, Denver to the following address:

HQ 754 ELSG/KABS
Bldg 892
490 East Moore Drive
MAFB-Gunter Annex, AL 36114-3014

Mail, fax, or email is an acceptable means for forwarding copies to HQ 754 ELSG/KABS. Fax number is: (334) 416-7795 or (334) 416-1351.

Email address is: kabfinance@gunter.af.mil - Subject Line Format of e-mail should be:

PIIN with hyphens, CCR Month Year, Program Name, and Contractor Name

Example: FA8771-05-A-0301, CCR June 2006, ESI, immixTechnlolgy, Inc.

Notes: CCR stands for Customer Check Report. This denotes the month of the report.

DISA Transmittal Letter

DISA Sales.

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

Remit ACT Fee to the address provided below by corporate or cashiers check made payable to "Treasurer of the United States" noted with the following information:

BPA (_____)

DoD (VENDOR: _____) Enterprise Software Agreement Quarterly ACT Fee

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

Send check and transmittal letter to:

DISA/CFE5

P.O. Box 4502

Arlington, VA 22204-4502

Mail a copy of the check and transmittal letter to:

DISA

Attn: Jonnice Medley, SI33

P.O. Box 4502

Arlington, VA 22204-4502

Or send via email to: jonnice.medley@disa.mil

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2007)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dod.mil/dfas/contractorpay/electroniccommerce.html>.

(4) Another electronic form authorized by the Contracting Officer.

(c) The Contractor may submit a payment request in non-electronic form only when--

(1) DoD is unable to receive a payment request in electronic form; or

(2) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

ARMY ELECTRONIC INVOICING INSTRUCTIONS (FEB 2006)

(NOTE: WIDE AREA WORKFLOW REQUIREMENTS FOR INDIVIDUAL BPA CALLS WILL BE PLACED IN ACCORDANCE WITH ACTIVITIES REQUIREMENTS)

Contractor shall submit payment request using the following method(s) as mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

Wide Area Workflow (WAWF) (see instructions below)

Web Invoicing System (WInS)(<https://ecweb.dfas.mil>)

American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats
(<http://www.X12.org> and <http://www.dfas.mil/ecedi>)

Other (please specify _____)

DFAS POC and Phone: _____

WAWF is the preferred method to electronically process vendor requests for payment. This application allows DOD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. Contractors electing to use WAWF shall (i) register to use WAWF at <https://wawf.eb.mil> and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at <http://www.ccr.gov> within ten (10) calendar days after award of this contract/order.

WAWF Instructions

Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) [[Contracting Office fill in DFAS location here as indicated on your purchase order/contract](#)] at [[Contracting Office fill in DFAS vendor pay phone number here](#)] or faxed to [[Contracting Office fill in DFAS vendor pay fax phone number here](#)]. Please have your purchase order/contract number ready when calling about payments.

You can easily access payment and receipt information using the DFAS web site at <http://www.dfas.mil/money/vendor>. Your purchase order/contract number or invoice number will be required to inquire about the status of your payment.

The following codes and information will be required to assure successful flow of WAWF documents.

TYPE OF DOCUMENT [Check the appropriate block]

Commercial Item Financing

Construction Invoice (Contractor Only)

Invoice (Contractor Only)

Invoice and Receiving Report (COMBO)

Invoice as 2-in-1 (Services Only)

Performance Based Payment (Government Only)

Progress Payment (Government Only)

Cost Voucher (Government Only)

____ Receiving Report (Government Only)

____ Receiving Report With Unique Identification (UID) Data (Government Only)

UID is a new globally unique “part identifier” containing data elements used to track DoD parts through their life cycle.

____ Summary Cost Voucher (Government Only)

CAGE CODE: [[Enter Contractor CAGE Code here](#)]

ISSUE BY DODAAC: [[Enter Contracting Office DoDAAC here](#)]

ADMIN BY DODAAC: [[Enter office administering contract here](#)]

INSPECT BY DODAAC: [[Enter Inspector's DoDAAC here if applicable](#)]

ACCEPT BY DODAAC: [[Enter Acceptor's DoDAAC here if applicable](#)]

SHIP TO DODAAC: [[Enter Ship To DoDAAC here if applicable](#)]

LOCAL PROCESSING OFFICE DODDAC: [[Enter LPO DoDAAC here if applicable](#)]

PAYMENT OFFICE DoDAAC: [[Enter DoDAAC](#)]

EMAIL POINTS OF CONTACT LISTING: (Use Group e-mail accounts if applicable)

INSPECTOR: [[Enter Inspector's email address here](#)]

ACCEPTOR: [[Enter Acceptor's email address here](#)]

RECEIVING OFFICE POC: [[Enter receiving office POC email address here](#)]

CONTRACT ADMINISTRATOR: [[Enter Contract Administrator's email address here](#)]

CONTRACTING OFFICER: [[Enter Contracting Officer's email address here](#)]

ADDITIONAL CONTACT: [[Enter email address\(es\) here](#)]

For more information contact [[Enter Contract Specialist's and/or Contracting Officer's name, email and phone here](#)]