

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W91QUZ-06-A-0005-P00003		2. DELIVERY ORDER/ CALL NO.		3. DATE OF ORDER/ CALL 2006 Aug 22		4. REQ./ PURCH. REQUEST NO.		5. PRIORITY				
6. ISSUED BY ARMY CONTRACTING AGENCY-ITEC4 2461 EISENHOWER AVE ALEXANDRIA VA 22331-1700			CODE W91QUZ		7. ADMINISTERED BY SEE ITEM 6			CODE				
9. CONTRACTOR PATRIOT TECHNOLOGIES INC ROBYN TERRY 5108 PEGASUS COURT, #F FREDERICK MD 21704-8326			CODE 07FD4		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			
14. SHIP TO SEE SCHEDULE			CODE		15. PAYMENT WILL BE MADE BY TO BE SPECIFIED ON EACH ORDER AS ADDRESSED CONUS AND OCONUS AA			CODE		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15		
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.										
OF ORDER	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: 703-325-4625 EMAIL: Donna.Harris@itec4.army.mil BY: DONNA S. HARRIS					<i>Donna S. Harris</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						27. SHIP NO.		28. DO VOUCHER NO.		30. INITIALS		
DATE _____ SIGNATURE OF AUTHORIZED GOVT. REP. _____						<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
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				34. CHECK NUMBER		
										35. BILL OF LADING NO.		
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. SR ACCOUNT NO.		42. SR VOUCHER NO.		

ATTACHMENT A.2 – DoD PRICE LIST
 Section B - Supplies or Services and Prices

ATTACHMENT A.1 ARMY PRICE LIST

SIN #	Mfg	Part Number	Extended Description	BPA Purchase Price Including ACT 2% Fee
132-32	Websense	WS-X-GVXX-N	Websense Web Filter - 12 month license, Leading Web filtering for managing internet access and enforcing internet use policies; includes advanced reporting tools and world's largest database of catagorized URLs.	\$8.64

BPA Master Dollar Limit: \$1,000,000.00
 BPA Call Limit: \$300,000.00

Period of Performance: 22-Aug-2006 to 20-Aug-2011

FSC Codes:
 7030

ATTACHMENT A.2 DOD PRICE LIST

Attachment A.2 DoD Price List dated 3_12_2010 is attached. It is also available on the CHESS website <https://chess.army.mil/ascp/commerce/index.jsp>

ATTACHMENT A.2 – DoD PRICE LIST
Section C - Descriptions and Specifications

TRANSMITTAL LETTERS

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

ATTACHMENT C - REPORT OF SALES

Attachment C
Report of Sales Format

Order Transactions (OT)
(File Layout Definition)

- 1 This report is due by the 30th calendar day after each calendar quarter. Report order transactions from Sunday through Saturday (or orders not previously reported) and send to ASCP by COB on the following Thursday.
- 2 An e-mail response is required for negative reports (no transactions to report).

ATTACHMENT A.2 – DoD PRICE LIST

3 This electronic report needs to be submitted as a Microsoft Excel Spreadsheet, to ansel-dsa-scpcr@mail1.monmouth.army.mil.

4 No extra spaces, commas, or ampersands allowed in the spreadsheet. Dashes are allowed. File name cannot be more than 50 characters in length. Vendor needs to ensure leading zeros are not dropped. For example, Zip Code “07703” should not appear as “7703”; Order Number “0030” should not appear as “30”; CLIN Number “0003AA” should not appear as “3AA”.

5 NOTE: Order Transaction and Vendor Status reports are cross-referenced for reconciliation and therefore, data must be consistent in all 3 reports (i.e. order number, dates, dollar amounts, etc.).

Excel Column	Column Name	Format	Comments
A	Contract Number	Alphanumeric (21)	
B	Order Number	Alphanumeric (30)	1. Must be unique (minimum 4 digits). 2. You cannot report this order more than once in the same file. (The o can have as many line items as you wish). 3. Record order number exactly as it appears on the order.
C	Order Mod Number	Alphanumeric (25)	<i>Data required only when reporting a MOD.</i>
D	Transaction Type	Alphanumeric (2)	The order types are as follows: CC = Credit Card, DO= Direct Ordering (paper order).
E	Date of Order or date of Order Mod	DD-MMM-YYYY	Report the actual date of the order, or when reporting an order mod, report the date of the order mod.
F	Date Transaction Cancelled	DD-MMM-YYYY	<i>Data required only for Cancelled order/mods.</i>
G	UNSPSC	Alphanumeric (14)	Format is ##.##.##.##.##. Last two positions should be “00” except for L End Servers (32-Bit) = 01 and High End Servers (64-Bit) = 02
H	CLIN Number	Alphanumeric (39)	Unique contract identifier of item being ordered (as identified in contract i.e. product #, manufacturer part #, contract line item)
I	CLIN Quantity	Number (7,0)	CLIN quantity being ordered.
J	CLIN Unit Price	Number (11,2)	Price per item.
K	CLIN Extended Dollar Amount	Number (11,2)	Extended Dollar Amount = (CLIN quantity x unit price) No formatting (i.e. No \$ signs, commas, etc).
L	Dollar amount of Transaction	Number (12,2)	Reflects the dollar amount of this reported transaction (order or order mod)
M	POC Last Name	Alphanumeric (35)	Customer’s Last Name. (Use this column for customer’s full name when unable to separate first name, last name, title into separate columns)
N	POC First Name	Alphanumeric (35)	Customer’s First Name.
O	POC Title	Alphanumeric (35)	Customer’s Title (i.e. COL, Mr., Ms., etc.).
P	Telephone Number	Alphanumeric (20)	Customer’s telephone number. Format: 9999999999
Q	Email address	Alphanumeric (40)	Customer’s email address.
R	Street Address 1	Alphanumeric (40)	First line of the Customer’s Ship-To address.
S	Street Address 2	Alphanumeric (40)	Second line of the Customer’s Ship-To address.
T	Street Address 3	Alphanumeric (40)	Third line of the Customer’s Ship-To address.
U	City	Alphanumeric (27)	Customer’s Ship-To City.
V	State	Alphanumeric (2)	Customer’s Ship-To State for USA only. Post office two character abbreviation.
W	Country	Alphanumeric (27)	<i>Data required only when reporting a country other than USA.</i>
X	5-digit Zip Code	Number (5)	Five-digit Customer Ship-To zip code.
Y	4-digit Zip Code Extension	Number (4)	Four-digit extension Customer Ship-To zip code.

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Z	Service or Agency	Alphanumeric (20)	Use the abbreviation from the <i>Service/Agency</i> list located at https://ascp.monmouth.army.mil/scp/content/activitylist.jsp
AA	Army Activity	Alphanumeric (20)	<i>Data required only for Army.</i> Use the abbreviation from the <i>Army Activi</i> list located at https://ascp.monmouth.army.mil/scp/content/activitylist.jsp
AB	Comments	Alphanumeric (2000)	Free text.
AC	COPO#	Numeric	Number Assigned by COPO, if applicable
AD	ASCP Reserved 2	Alphanumeric (2000)	Reserved for Product Leader.

Vendor Status (VS)

Excel Column	Column Name	Format	Required?	Comments
A	Contract Number	Alphanumeric (21)	Y	Must be unique when combined with the contract number
B	Order Number	Alphanumeric (30)	Y	Must match a previously reported order
C	Order Mod Number	Alphanumeric (25)	Y*	* = Required when reporting status on a mod.
D	Date Received by Vendor	DD-MMM-YYYY	Y	(i.e. 09-FEB-2002)
E	Date Rejected by Vendor	DD-MMM-YYYY	Y*	* = Required for rejected orders.
F	Date Accepted by Vendor	DD-MMM-YYYY	Y*	* = Required for orders that have been accepted by the vendor.
G	Date Transaction Cancelled	DD-MMM-YYYY	Y*	* = Required for Cancelled order/mods.
H	Projected Ship Date by Vendor	DD-MMM-YYYY	N	
I	Vendor Ship Date	DD-MMM-YYYY	Y*	* = Required for orders shipped by the Vendor.
J	Projected Delivery Date	DD-MMM-YYYY	N	
K	Contractually Due Date	DD-MMM-YYYY	Y	This is a date calculated by the Vendor that shows when the order is contractually due. This formula is agreed to by the Product Leader and Vendor and takes into consideration contract requirements such as CONUS, OCONUS, SURGE, NON-SURGE, SERVICES, etc.
L	Service Start Date	DD-MMM-YYYY	N	Applies to orders related to "services"
M	Service Completion Date	DD-MMM-YYYY	N	Applies to orders related to "services"
N	Comments	Alphanumeric (2000)	N	Free text.

ATTACHMENT A.2 – DoD PRICE LIST

O	ASCP Reserved 1	Alphanumeric (2000)	N	Reserved for Product Leader.
P	ASCP Reserved 2	Alphanumeric (2000)	N	Reserved for Product Leader.

ATTACHMENT B - DOD ESI BPA

**Blanket Purchase Agreement
Army Enterprise Software Agreement (ESA)**

In the spirit of the Federal Acquisition Streamlining Act, the Army and Patriot Technologies, Inc. enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract GS-35F-4363D.

Federal Supply Schedule Contract Blanket Purchase Agreements (BPA) 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.

Attachments to this agreement are:

- Attachment A – Product and Price List
- Attachment B – License Agreement
- Attachment C – Report of Sales Format

A. TERMS AND CONDITIONS

1. Pursuant to General Services Administration (GSA) Federal Supply Services (FSS) Contract Number GS-35F-4363D, Patriot Technologies, Inc. agrees to the following terms of a Blanket Purchase Agreement (BPA) with the Army Contract Agency Information Technology, E-Commerce, and Commercial Contracting Center (ACA ITEC4). 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 Patriot Technologies, Inc. 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

ATTACHMENT A.2 – DoD PRICE LIST

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

3. BPA Term. The BPA is for one base year and four option years after date of award. This expiration is contingent upon the Contractor maintaining or renewing a GSA FSS Schedule. The BPA will be reviewed annually to ensure that it still represents a “best value”.

5. Pricing Terms. Attachment A provides unit prices. Prices shall not escalate in the base year, and Attachment A is not subject to upward adjustment during the base year. 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.

7. Out-Year Prices. Discount levels are achieved by dollar value only and are not governed by agreement year. Purchased quantity that is credited towards the volume discount level is cumulative for the total term of the BPA. Any creditable purchases made in one year are credited in the subsequent agreement years to determine the applicable discount level. 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 Patriot Technologies, 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 DoD Enterprise Software Initiative (ESI) Transition. The ESI is a joint DoD project to develop and implement a DoD enterprise process. If approved, the ESI ESA will be issued in the spirit of the policy and guidelines provided in the Defense FAR Supplement (DFARS) Section 208.74. The ESI ESA is open for ordering by all Department of Defense (DoD) Agencies, U.S. Coast Guard, and Intelligence Community. The DoD must fulfill acquisition requirements for commercial software and related services, such as software maintenance in accordance with the DoD ESI. However, ESI does not dictate the products or services to be acquired.

8.2.1 This BPA is hereby modified to reflect that it is an approved ESI ESA in accordance with paragraph 8.2 above and is open for ordering by all Department of Defense (DoD) Agencies, U.S. Coast Guard, and Intelligence Community.

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8.3 SmartBUY Transition. OMB has recently announced the SmartBUY initiative to maximize cost savings and achieve best quality when acquiring software. The General Services Administration (GSA) is the designated Executive Agent for SmartBUY. The initiative will establish software enterprise licensing on a government-wide basis. If during the term of this ESA, Patriot Technologies, Inc. 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 Patriot Technologies, Inc. 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. (Example: Software licenses purchased under this BPA are Blue Coat and Smartfilter subject to the licensing provisions 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:

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 SMS Data Products Group, 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 Patriot Technologies, 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 Patriot Technologies, Inc. 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.

10. Media. This software will be downloadable after purchase and available to be delivered electronically to the end user. This software can be made available on hard copy media, by request. Upon Credit Card or Purchase Order Approval, the end-users will be sent an email

ATTACHMENT A.2 – DoD PRICE LIST

confirmation and their Patriot Technologies, Inc. Customer ID (CID) will be validated for download capability. The software is available on CD by request.

11. Support and Maintenance. Updates and patches are downloadable via the customer portal over the internet. Maintenance and support are provided through customer service over the phone and internet, and field service engineers are also available when required. Updates to latest releases are included in the subscription price and can be downloaded over the internet through the customer portal. Daily updates to the URL and security database are included. Upgrades to other products (with advanced features) or to include additional users require additional charges and can be handled over the internet and through the customer portal. The price of the software includes the rights to a subscription for the use of the software and all database updates for the defined period of the subscription.

12. 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.

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

B. AUTHORIZED USERS AND POINTS OF CONTACT

1. Authorized Users. The BPA is open for ordering by all Department of Defense (DoD) Components. For the purposes of this agreement, a DoD component is defined as: the Office of the Secretary of Defense (OSD), the Military Departments, the Chairman of the Joint Chiefs of Staff, the Combatant Commands, the Inspector General of the Department of Defense (DoD IG), the Defense Agencies, the DoD Field Activities, the U. S. Coast Guard, NATO, the Intelligence Community and FMS with a Letter of Authorization. GSA or other applicable ordering organizations/agencies are authorized to place orders under this BPA on behalf of DoD end users and must comply with DFARS 208.7400. This BPA is also open to DoD Contractors authorized to order in accordance with the FAR Part 51.

2. BPA Points of Contact:

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a. Contracting Office:

Procuring Contracting Officer (PCO):
Ronald L. Hyde
Information Technology, E-Commerce and
Commerical Contracting Center (ITEC4)
ATTN: SFAE-IT-A
2461 Eisenhower Avenue
Alexandria, VA 22331-1700
Phone: 703-325-4625
Fax: 703-428-9842
E-mail: Ron.Hyde@us.army.mil

b. Software Product Manager (SPM):

Software Product Manager (SPM):
PEO EIS
Assistant Project Manager, ASCP
Squier Hall, Building 283
Fort Monmouth, NJ 07703
SPM: Tom Seadeek
Phone:
427-6793
Fax: 732-532-5185
Email:
Email:

or Alternate Point of Contact:
PEO EIS
Assistant Project Manager, ASCP
Squier Hall, Building 283
Fort Monmouth, NJ 07703
POC: Dee Wardle
732-427-6574 Phone: 732-
Fax: 732-532-5185
tom.seadeek@us.army.mil
adelia.wardle@us.army.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.

ATTACHMENT A.2 – DoD PRICE LIST

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 Army Small Computer Program website

2. **Delivery Orders.** The scope of this effort is worldwide. Delivery requirements and administration will be stipulated on Delivery Orders.

Notice to Ordering Offices: When ordering services, ordering offices are responsible for compliance with GSA's Ordering Procedures for Services and DFARS 208.404-70.

a. Ordering via this BPA is decentralized. Orders are prepared by a Government Ordering Officer (a duly warranted Contracting Officer whose warrant authorizes purchases from the GSA Schedule), in accordance with the terms and conditions of this BPA and the GSA Schedule. Orders may be placed by EDI, credit card, facsimile, on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155. Ordering process guidance is located on the Patriot Technologies, Inc. purchasing page at <https://ascp.monmouth.army.mil/scp/index.jsp>.

b. All requirements shall be submitted to the following ordering office:
<https://ascp.monmouth.army.mil/scp/index.jsp>.

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

a. URL where a complete list of products available, with appropriate contract line item numbers

(CLINs) and associated prices can be found

b. Government and Contractor Points of Contact

c. Description of the ordering process

d. Program Terms and Conditions

e. License Terms and Conditions

f. Information necessary to complete a DD350 (such as CAGE, DUNS, TIN, Business Size, etc.)

g. Range of discounts

h. Links to ASCP web sites

4. **Delivery Schedule.** The Contractor shall make available the current version of software via electronic download within one day of receipt of order.)

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5. **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

6. **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 electronically to the address specified on the delivery orders issued against the BPA. An invoice must include:

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

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

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

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

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. If the BPA contains services, current ACT fee paid by Delivery Order and total ACT fees paid will be included in the report.

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).** Reviews as required by the COR and Contracting Officer.

6. **Sales Leakage.** The goals of the Army Enterprise Agreement can only be realized through cooperation between the Government and the Contractor to direct appropriate sales through the

ATTACHMENT A.2 – DoD PRICE LIST

Army Enterprise Agreement vehicles. The Contractor shall ensure that all sales personnel are aware of the Army Enterprise Agreement 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 Army vehicle are occurring, and take appropriate action to direct further sales through the Army 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 Army people.

F. Standards.

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

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

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

4. 52.204-2 -- Security Requirements (Aug. 1996)

252.201-7000 -- Contracting Officers Representative (Dec 1991)

252.204-7000 -- Disclosure of Information (Dec 1991)

252.204-7004 -- Required Central Contractor Registration (Mar 2000)

252.209-7004 -- Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (Mar 1998)

252.227-7015 -- Technical Data -- Commercial Items (Nov 1995)

252.227-7037 -- Validation of Restrictive Markings on Technical Data (Sep 1999)

252.246-7000 -- Material Inspection and Receiving Report (Dec 1991)