

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE | PAGE OF PAGES |
|--|--|----------------------------------|--|---------------|
| 2. AMENDMENT/MODIFICATION NO. P00017 | | 3. EFFECTIVE DATE 13-Sep-2011 | 4. REQUISITION/PURCHASE REQ. NO. | |
| 6. ISSUED BY ARMY CONTRACTING COMMAND-NCR 200 STOVALL STREET ALEXANDRIA VA 22332-1800 | | CODE W91QUZ | 7. ADMINISTERED BY (If other than item 6) See Item 6 | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ORACLE AMERICA, INC. ANNE ACHEY 1900 ORACLE WAY RESTON VA 20190-4733 | | | 9A. AMENDMENT OF SOLICITATION NO. | |
| | | | 9B. DATED (SEE ITEM 11) | |
| | | | X 10A. MOD. OF CONTRACT/ORDER NO. W91QUZ-07-A-0001 | |
| | | | X 10B. DATED (SEE ITEM 13) 22-Mar-2007 | |
| CODE 4BFE6 | | FACILITY CODE | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. | | | | |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. | | | | |
| X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). | | | | |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: | | | | |
| D. OTHER (Specify type of modification and authority) | | | | |
| E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office. | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: ljacks112487 THE PURPOSE OF THIS MODIFICATION IS TO REPLACE THE CURRENT DOD ESI and GSA SmartBUY terms and conditions of Section C- BPA BACKGROUND and replace Section C with the revised terms and conditions as attached. Purchase Request Number: W91QUZ1245SC79. | | | | |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. | | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DONNA S. HARRIS / CONTRACTING OFFICER TEL: 703-325-4625 EMAIL: donna.s.harris@us.army.mil | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY <u>Donna S. Harris</u> (Signature of Contracting Officer) | |
| | | | 16C. DATE SIGNED 20-Sep-2011 | |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been added by full text:

BPA BACKGROUND REVISED

W91QUZ-07-A-0001, revised for input to MOD P00016

Section C - Descriptions and Specifications

BPA BACKGROUND

In the spirit of the Federal Acquisition Streamlining Act, the Department of Defense (DoD) and Oracle America, Inc. wish to enter into a Blanket Purchase Agreement (“BPA”) aimed at reducing the administrative costs of acquiring Oracle commercial items under the General Service Administration (GSA) Federal Supply Schedule (FSS) Program.

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

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

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

This BPA has been designated as a DoD ESI and GSA SmartBUY Contract, which is open to all U.S. Executive Agencies (as defined in 48 CFR 2.1), including the DoD and authorized contractors, except as restricted herein (hereinafter referred to as “Agency” or “Agencies”). The Army Contracting Command National Capitol Region (ACC-NCR) has entered into this and similar BPAs on behalf of the Product Director Computer Hardware Enterprise Software and Solutions (CHESS) with DLT Solutions, Inc. (DLT) and Mythics, Inc (Mythics) (“Oracle Resellers with ESI BPAs”). These BPAs are issued to provide the Department of Defense (DoD) database software licenses and software maintenance support in support of the Department of Defense’s mission. Oracle shall serve as the prime contractor under this BPA and orders shall be issued directly to Oracle pursuant to Oracle’s GSA Schedule Contract number GS-35F-0009T (“Oracle’s GSA Contract”). In the event that the government issues BPAs to any Oracle reseller they shall be pursuant to the reseller’s GSA Schedule Contract with orders issued direct to each reseller.

The Government and Oracle understand and agree that changes will need to be made from time to time to this BPA. The Government and Oracle further agree that they will continue to endeavor to negotiate DOD ESI / SmartBUY Terms& Conditions for Oracle Products. ACC-NCR may provide any such changes to the terms and conditions of this BPA to any Oracle reseller awarded an ESI/GSA SmartBUY BPA.

This BPA and all orders hereunder are subject to the Terms and Conditions sections herein.

A. TERMS AND CONDITIONS

1. Products Available Under this BPA.

This BPA includes Professional Consulting Services as listed in Exhibit E.

Items included on the Oracle GSA Contract and not listed specifically in the BPA exhibits may be purchased at rates negotiated by the Ordering Office and Oracle under CLIN 1001 of Exhibit A-4, entitled "Additional Items-GSA Schedule". Items that are not included on the GSA Schedule may be purchased in accordance with FAR 8.402(f) and Section 17 of Oracle's GSA Contract under CLIN 1002 of Exhibit A-4 entitled "Open Market Items". Both CLINs 1001 and 1002 are subject to the terms and conditions of this BPA and Oracle's GSA Contract. Ordering Officers may negotiate special pricing with Oracle under CLIN 1003, Special Solutions, as set forth in Exhibit A-4, and in accordance with the terms and conditions of the Oracle GSA Contract.

2. Prevailing Terms and Conditions.

All orders placed against this BPA are subject to the terms and conditions of Oracle's GSA Contract as specified above. 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 Oracle's GSA Contract, the provisions of the BPA will take precedence.

3. 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.

4. Effective Date and Duration of BPA.

This BPA is effective from the date of award through the effective period of the GSA Contract GS-35F-0009T. Either CHES or the Contractor with ninety (90) days written notice may terminate the BPA or a portion thereof provided however, that such termination shall not affect the obligations of the Government or Oracle 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.

5. Ordering Period.

The ordering period for all items under this BPA is the same as the duration of the BPA set forth in paragraph 4, above.

6. Pricing.

Oracle agrees that in no case shall the prices charged under this BPA be more than the prices reflected in Oracle's GSA Contract for identical products. No less than quarterly, Oracle shall propose to adjust its BPA CLIN prices to reflect price adjustments made during the previous quarterly period under its GSA Contract. These price adjustments will include any economic price increases in the GSA Contract prices.

7. Voluntary Price Reductions and Special Solutions.

Oracle can voluntarily reduce prices at any time by giving 24-hour advance notice (via FAX or E-mail) to the BPA Contracting Officer and the U.S. Army Small Computer Product Manager. In addition, Oracle may negotiate special discounts for specific orders for their respective CLINs. These special discounts shall be negotiated under CLIN 1003, Special Solutions.

8. Reporting and Payment of Fees.

As a result of this BPA, Oracle shall be responsible for the following:

1. Reporting:

a. Submittal of CHES Deliverable reports, on a quarterly basis (see Exhibit C)

b. Accuracy of CHES report data

c. Submittal of applicable GSA reports; and

2. Payment of the GSA Industrial Funding Fee (IFF) and Acquisition, Contracting & Technical (ACT) Fee for Service for all orders awarded to Oracle.

B. AUTHORIZED USERS AND POINTS OF CONTACT

1. Authorized BPA Users.

This Enterprise Software Agreement/SmartBUY Contract is open to all U.S. Executive Agencies (as defined in 48 CFR 2.1), including the Department of Defense (DOD), and authorized contractors, except as restricted herein.

Pursuant to FAR Part 51, contractors performing work for the Agencies set forth above may use this BPA on behalf of and for the benefit of an Agency(ies) if they provide Oracle with a bona fide Letter of Authorization from their cognizant Contracting Officer. The letter must be on appropriate Government letterhead; it must authorize the contractor to use this BPA; it must cite

the specific contract under which work is being performed by 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. Contracting Officers for Contractors working in a classified environment shall coordinate the letter of authorization requirements with CHESSE.

2. BPA POINT OF CONTACT

a. Software Product Manager (SPM):

Name: Cliff Stevens Product Leader CHESSE

Phone: 703 806 8237

Email: Clifford.stevens@us.army.mil

b. Customer Point of Contact: (to be specified on each order)

c. Oracle America, Inc.-Contractual:

Name: Constance Flanagan

Senior Manager, GSA Contract Services

Phone and Fax: 410-309-5019

Email: constance.flanagan@oracle.com

d. Oracle America, Inc. – Program Management/Reporting:

Name: Anne Achey

Business Development Representative

Phone and Fax: 703-364-3110

Email: anne.achey@oracle.com

C. ORDERING

This BPA will be posted to the DoD ESI website as part of the ESI program. The web site can be viewed at <http://www.esi.mil>. The Government will also post this contract to <https://ascp.army.mil/ascp/commerce/contract/details.jsp?contractNumber=W91QUZ-07-A-0001>

2. Delivery Orders. Delivery requirements and administration will be stipulated on Delivery Orders.

a. Notice to DoD Ordering Offices: When ordering services, ordering offices are responsible for compliance with GSA's Ordering Procedures for Services and DFARS 208.405-70.

b. Ordering via this BPA is decentralized. Orders are prepared in accordance with the terms and conditions of this BPA and the GSA Contract. Orders may be placed by credit card, facsimile, on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155.

c. Orders will be placed against this BPA in accordance with the GSA Contract and the CHESSE ordering instructions located at <https://ascp.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 (by specific CLIN number).

3. Delivery. Deliveries shall be made to the locations specified in each order in accordance with the terms of Oracle's GSA Contract.

Shipments to APO addresses are prohibited unless specifically requested on the delivery order. Only CHESS can expedite orders.

Acceptance shall be in accordance with Oracle's GSA Contract.

D. INVOICING AND PAYMENT

1. Invoicing. The requirements of a proper invoice are as specified in the GSA Schedule. Invoices shall be submitted to the payment address specified on each delivery order issued against this BPA.

2. Payment. Payment shall be made for items accepted by the Government specified in each delivery order. Payment procedures are in accordance with the GSA Schedule. 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 (October 2003) applies. At the option of the Government payments under this BPA may be made by check, electronic funds transfer, or the automated clearinghouse.

3. Fast Payment Procedure. FAR 52.213-1, Fast Payment Procedure (Feb 1998), is hereby incorporated into this agreement.

E. BPA MANAGEMENT AND OVERSIGHT.

1. Oracle shall 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 Contract deliverable reports.

2. Report of Sales. Report of sales shall be by submission of the Order Transaction (OT) and Fee For Service (FFS) reports submitted to CHESS as a Microsoft Excel Spreadsheet within thirty (30) days following the completion of the reporting period. The reports shall be submitted in the standard format shown in Exhibit B. Negative reports are required. The Fee For Service (FFS) payment shall be submitted by the 30th calendar day after the end of each calendar quarter. The CHESS will provide copies of the FFS Report on a quarterly basis to the Federal Components participating in fee sharing. If the BPA contains services, current FFS paid by Delivery Order and total FFS paid will be included in the report.

3. Universal Standard Products and Services Code. The Universal Standard Products and Services Code (UNSPSC) is a required field of the Order Transaction (OT) report. 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 ECCMA, the Electronic Commerce Code Management Association. The current version consists of more than 16,000 terms and 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). Oracle PM shall participate in regular reviews of the progress of the BPA. Reviews shall be held no more than twice yearly as scheduled by the Software Product Manager. During these reviews Oracle shall report on among other things, status of BPA sales, marketing and any outstanding issues concerning the BPA, as well as changes to Oracle business practices that Oracle believes may impact BPA transactions in the future. PMR agenda and presentation format shall be provided prior to each PMR. Travel expenses are the responsibility of the contractor.

6. Marketing. Oracle shall ensure that all assigned Federal sales personnel are knowledgeable of the details of this BPA and will dedicate reasonable resources to the effort of marketing and advertising this agreement as part of the normal sales cycle of participating in customer trade shows and sponsored events.

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

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

F. STANDARDS

1. Section 508 of the Rehabilitation Act Compliance. Section 508 compliance information on the products provided by Oracle is available at <http://www.oracle.com/accessibility/>. Any requirements regarding Section 508 for services must be expressly agreed to by the Contractor and the ordering activity in the order.

G. FEES AND PAYMENTS

1. GSA Industrial Funding Fee (IFF). The BPA unit prices include the applicable GSA IFF. The contractor shall be responsible for all required filings to GSA and for payment of this fee in accordance with applicable GSA instructions.

2. Acquisition, Contracting, and Technical (ACT) Fee. The cost of awarding, administering and managing this BPA is included in the prices charged to ordering activities. The ACT fee is 2%. The contractor shall remit the ACT fee on a calendar quarterly basis (i.e. January – March, April – June, July – September, and October – December) or as otherwise requested by the Software Product Manager (SPM). Payment is due thirty (30) days following approval of the Report of Sales for the completed quarter. ACT fees that have not been paid within the prescribed thirty (30) days shall be considered a debt to the United States Government under the terms of FAR 32.6. The Government may exercise all its rights under the contract, including withholding or setting off payments and interest on the debt (see contract FAR clause 52.232-17, Interest). Failure of the Contractor to pay the ACT Fee in a timely manner may result in termination of the BPA.

3. Fee Distribution. The Army, Air Force, DLA, DISA and Navy are participating in a fee-sharing program. The Contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated Army, Air Force, DLA, DISA, Navy or DOD as appropriate. Marine Corps sales are reported under the Navy designation. Fee checks shall not be issued until written approval is received for the Report of Sales.

(For a SmartBUY agreement, use the following: The Air Force, Army, DLA, DISA, Navy and GSA (for SmartBUY Federal government Civilian Agency orders) are participating in an ACT fee-sharing program. For orders within DoD, the 2% ACT fee is split equally between the DoD Component whose customer places the order and the Component that manages the contract. The Contractor 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 identified in the monthly Report of Sales. This field shall be notated Air Force, Army, DLA, DISA, Navy, DoD or Non-DoD as appropriate. In the case of SmartBUY orders (Federal Government Civilian Agencies) non-DoD orders and non DoD support contractor orders, excluding the Intelligence Community and non Coast Guard orders or support vendors to same, the 2% ACT fee is split equally between the Agency that manages the contract and GSA SmartBUY Program Management Office.)

(Enter Service fee sharing arrangement here. If the vendor is collecting fees under a separate CLIN it should be addressed here. See Navy examples below at 3.1 through 3.4)

3.1 ALL SALES:

NAVY SALES (Updated August 2010)

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. For example, an Air Force order issued against an ESI agreement managed by the Navy results in one half (or 1%) of the 2% fee being returned to the Air Force acquisition organization (listed under Air Force Sales). The Navy will retain the entire 2% fee under orders issued for Navy activities or those activities that do not collect a fee under the ESI agreements managed by the Navy. The contractor is responsible for

distributing the ACT fee to all applicable Services in accordance with the instructions herein. The amount of ACT Fee due the Navy shall be calculated at 1% for Army sales, 1% for Air Force sales, 1% for DLA sales, 1% for DISA sales and 2% for all other sales.

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: Suzi Ellison

Code 55390, 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: Suzi Ellison

Code 55390, Bldg. 91

4297 Pacific Hwy.

San Diego, CA 92110

3.2 ARMY SALES:

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

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". Checks must be notated with the following information:

BPA (fill in applicable #)

SCP Fee Reimbursement

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

Send check and transmittal letter to:

Project Director, Computer Hardware, Enterprise Software and Solutions (PD CHESS)

PEO Enterprise Information Systems

SFAE-PS-CH (Attn: Miguel Campos)

9350 Hall Road, Bldg 1445

Fort Belvoir, VA 2206

The transmittal letter should include the following:

From: Company Name

Street Address

City, State, Zip Code

POC: (Name, Phone Number & Email address)

SUBJECT: Collection of Checks for (Company Name)

(BPA/Contract Number)

(Quarter/FY)

1. Collection of the check will include the following:

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

2. Direct questions to Miguel Campos 703-806-8222

3. Provide copies of this letter and check electronically to:

peoeis.pdchess.vndrrpts@us.army.mil

miguel.campos2@us.army.mil

3.3 AIR FORCE SALES:

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

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "3801-LI". Checks must be notated with the following information:

BPA (fill in applicable #)

ESI-SW Fee Sharing

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

Send check and transmittal letter to:

Disbursing Operations Directorate

FOR: 3801-Limestone Field Site

8899 E 56th Street

Indianapolis, IN 46249-9339

Email a copy of the check and letter to: HQ754ELSG/ESTFinancials@gunter.af.milmailto:

Please include with the above documents the Customer Usage Check Report

(CCR) and Delivery Order Status Report (DOSR) or the Report of Sales (per BPA requirements)

Subject Line Format of e-mail should be as follows:

Contract Number with hyphens, CCR or DOSR Month Year, Contract Name, Contractor Name
[Example: FA0000-00-A-0000, CCR June 2006, ESI SW, Vendor, Inc.]

Point of Contact regarding any questions:

Ricky Blackmon

Phone: 334-416-2888

Email: ricky.blackmon@gunter.af.mil

Mail is also an alternative means of submitting copies. Please forward a copy to the address below:

HQ 754 ELSG/ESQ

Attention: Ricky Blackmon

mailto:Karen.Molloy@gunter.af.mil 490 East Moore Drive, Bldg 892

MAFB-Gunter Annex, AL 36114-3014

3.4 DLA SALES

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

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 DLA 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

Quarterly ACT Fee

Send check to:

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: Or email a copy of the check to:

Defense Logistics Agency Email: Susan.Lizzi@dla.mil

Attn: Susan Lizzi, J-654

8725 John J. Kingman Road

Fort Belvoir, VA 22060-6221

3.5 DISA SALES

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

The contractor shall remit ACT Fee to the address provided below by corporate or cashiers check made payable to "Treasurer of the United States". Checks must be notated with the following information:

BPA (fill in applicable #)

DoD (fill in name of agreement) Enterprise Software Agreement

Quarterly ACT Fee

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

Send check and transmittal letter to:

DFAS-CO

Finance and Accounting Office

Attn: Disbursement Office (Tom Triplett)

3990 East Broad St., Bldg. 21

Columbus, Ohio 43213

Direct questions to Jonnice Medley, 703-681-2091

Provide copies of this letter and check to: jonnice.medley@disa.mil.

For SmartBUY agreements add the below:

3.6 GSA SALES

GSA SALES

The amount of ACT Fee due GSA shall be calculated at 1% of all Civilian agency sales. Remit ACT Fee by electronic payment using pay.gov (www.pay.gov). Payments can be made via Automated Clearing House (ACH) and credit cards. For technical assistance with pay.gov, please contact pay.gov on (800) 624-1373, (216) 579-2112, or pay.gov.clev.frb.gov. To access pay.gov - 1. Go to the pay.gov website located at www.pay.gov. 2. Under the heading "Find Public Forms" - select by Agency Name. 3. Select "G" 4. Select General Services Administration. 5. Select Smart. BUY. 6. Complete the forms and submit your payment to pay.gov. Send an email notification of payment to pebble.randoph@gsa.gov.

H. SECURITY REQUIREMENTS

1. Although it is unknown exactly how many persons will be required to have any and all levels of security clearance, the Government may require security clearances, perhaps higher than top secret (top secret specialized compartmentalized information), for performance of any order under this contract. A general DD254 is provided in this BPA as Exhibit F. Specific DD254s will be incorporated for individual orders, as required.
2. The Contractor shall provide sufficient personnel with the required security clearances to perform the work as specified in individual delivery orders. The personnel shall be cleared personnel in accordance with the clause entitled Security Requirements. If satisfactory security arrangements cannot be made with the contractor, the required services shall be obtained from other sources.
3. The level of classified access required shall be indicated in the

individual delivery orders.

4. The contractor shall bear the cost of any security clearances required for order performance.

List of Exhibits –

- Exhibit A Oracle Price Tables
- A-1 DELETED
- A-2 DELETED
- A-3 DELETED
- A-4 Other Oracle CLINs
- Exhibit B BPA Report Formats
- Exhibit C Sample Letters for Transmittal of FFS
- Exhibit D DELETED
- Exhibit E Pricing Table
- Exhibit F DD254

Exhibit A-4

| Other BPA CLINS | CLIN | Cost |
|---|------|------|
| Additional Items - GSA Contract - In accordance with Section A.1 of BPA | 1001 | TBD |
| Open Market Items – In accordance with Section A.1 of BPA | 1002 | TBD |
| Special Solutions* - In accordance with Section A.1 of BPA | 1003 | TBD |
| Fee for Service - 2% FFS in accordance with Section F of BPA | 1004 | TBD |

Exhibit B

CHESS

Contract Management

Deliverables

For

ESI Contracts

1. General Information (applies to all reports)

1.1 CHESS Manages Data by Contract:

a. Reports must be submitted and managed by contract. Vendors with more than one contract with CHESS must maintain contract data integrity by submitting and managing separate reports for each contract. CHESS will not accept mixed contract data submitted in the same report.

1.2 Online FAQ / Tutorial:

- a. Click on the following link for an online FAQ / Tutorial:
- b. https://ascp.monmouth.army.mil/files/ascp_cd.pps (Requires Power Point)

1.3 Report Format:

- a. Tab Delimited Variable (.tab). The file shall have text only. No formatting, “hard line returns”, embedded special characters, or word wrapping within a column.
- b. All reports must have complete column headings in the first line.

1.4 Report Delivery:

- a. All reports shall be emailed as attachments to amسل-dsa-scp-cr@mail1.monmouth.army.mil
- b. Please compress/zip large files. The file extension .zip cannot be used. Rename .zip files to .xxx.

1.5 Reports are due:

- a. In accordance with this document as indicated for each report.

1.6 Rejection of reports:

- a. Vendor reports will be loaded via an automated process; therefore CHES reserves the right to reject reports submitted by the vendor if required information is missing or if the file is unusable due to formatting issues. Report submissions must meet the formatting guidelines in this document. Each report will be checked by CHES for content as well as formatting. If CHES rejects a report, the report will be returned to the vendor with explanations identifying the problem(s).
- b. The vendor must make the necessary corrections and resubmit the report in its entirety within three (3) business days from the day the report was returned.
- c. The online FAQ / Tutorial provides examples of common rejection reasons.

1.7 Revised Reports:

- a. Revised reports must be submitted as a complete file (i.e. make changes/corrections to the original file and resubmit the entire file, not just what was changed).
- b. The file name format when submitting revised files must follow the file name format stipulated for each report (Order Transaction, Product Attributes, Fee for Service) with the addition of (Rev) immediately preceding the file extension .tab. For example, the first revision of an OT report would be named Contractnumber_OT_yyyy_mm_dd_cum-1(Rev1).tab. Subsequent revisions to the same file should indicate the revision number (e.g. Rev2, Rev3, etc).

1.8 File Names:

- a. File names must not exceed 50 characters. The date in the file name should be the submission date and should not indicate the end or start dates of data within the report.

2. Order Transaction (OT) report

- a. The OT report provides sales data that populates the CHES database. This data is used to calculate sales against the contract and provides visibility into the quantity and types of products sold on the contract.
- b. OT reports shall be submitted quarterly. OT reports are due within 30 calendar days of each quarterly reporting period.

c. The OT report is cumulative in nature. Each report shall include all transactions (i.e., Credit Card and Paper Orders) from contract inception up to the end of the month preceding the submission date of the file.

d. A negative report for OT is required to inform CHESSE that there have been no sales to date on this contract. A file is still required with the following column entries mandatory:

- Column labeled "Contract Number"
- Column labeled "Vendor Reported Total of this file" (entry is 0.00)
- Column labeled "Contract Sales to Date" (entry is 0.00)
- Column labeled "File Name"

e. The file name format for the OT report is: ContractNumber_OT_yyyy_mm_dd_cum-1.tab. A mutually agreeable cut-off date for the cum-1 report will be determined. New cumulative files shall only contain data not already reported in prior cumulative files (e.g. cum-1). Subsequent files shall be named ContractNumber_OT_yyyy_mm_dd_cum-2.tab, cum-3, cum-4, and so on.

f. The dollar amount reflected in column labeled "Dollar amount of Transaction" must match the total transaction value.

g. Column labeled "Date of Transaction" must reflect the effective date of the order. For example: block 3 of the SF 1449. For credit card orders, the date shall reflect the date the order is entered into the contractor's system.

h. Entries for column labeled "Country" must come from the CHESSE "Country List" found at <https://ascp.monmouth.army.mil/scp/content/countrylist.jsp>.

i. Entries for columns labeled "Service or Agency" and "Army Activity" must come from the CHESSE "Service/Agency" and "Army Activities" lists found at <https://ascp.monmouth.army.mil/scp/content/activitylist.jsp>.

j. Column labeled UNSPSC" must contain a United Nations Products and Services Code (UNSPSC) for each CLIN. Sample UNSPSC codes are shown below. UNSPSCs for other products in ECCMA format can be found at <http://www.eccma.org/new/>

Sample UNSPSC Codes are below.

NOTE: Please use the latest UNSPSC codes from ECCMA (For ESI Contracts, the applicable codes would be Software and Services).

Equipment UNSPSC in ECCMA Format

Server 32-bit 43.21.15.01.00 (Computer Servers)

Server 64-bit 43.21.15.02.00 (High end Computer Servers)

Workstation 43.21.15.07.00 (Desktop Computers)

Desktop PC 43.21.15.08.00 (Personal Computers)

Notebook 43.21.15.03.00 (Notebook Computers)

Thin Client 43.21.15.06.00 (Thin Client Computers)

Storage 43.20.22.06.00 (Storage drive or input device)

Network Products

(Routers/Switches) 43.22.26.00.00 (Network Service Equip)

Printers 43.21.21.00.00 (Computer Printers)

Software 43.23.00.00.00 (Software)

Services 81.11.00.00.00

k.. Equipment ancillary items, such as internal disk drives, memory modules, etc. sold as separate line items should be coded with the UNSPSC for that specific item, NOT with the UNSPSC for the equipment item with which they are related (i.e server, workstation, etc.)

l. If a CLIN contains a mixture of items shown above the UNSPSC for that CLIN should identify the dominant items or that best describes the solution provided under the CLIN.

m. REPORTING INSTRUCTIONS FOR "SPECIAL SOLUTIONS" CLIN(S):

Special Solutions orders are generally comprised of a mixture of software products/services and are priced at the top level. The following example illustrates the correct format for reporting Special Solutions orders on the OT report. Example is based on a \$5,000,000 "Special Solutions" order that is made up of 3 different software products.

| CLIN# | ITEM DESCRIPTION | CLIN QUANTITY | CLIN U/P | CLIN EXTENDED U/P | DOLLAR AMT OF TRANSACTION |
|---------|----------------------------|---------------|--------------|-------------------|---------------------------|
| 1003 | Oracle "Special Solutions" | 1 | 5,000,000.00 | 5,000,000.00 | 5,000,000.00 |
| ORA-123 | Software Product #1 | 5 | 0.00 | 0.00 | 5,000,000.00 |
| ORA-124 | Software Product #2 | 2 | 0.00 | 0.00 | 5,000,000.00 |
| ORA-125 | Software Product #3 | 10 | 0.00 | 0.00 | 5,000,000.00 |

The BPA CLIN number(s) for the product(s) that comprise the "Special Solutions" order must appear in the CLIN column. Quantity must be specified also. Enter CLIN Unit Price and Extended Unit Price as 0.00 (Special Solutions orders are priced at the top level). Repeat Dollar Amount of Transaction for all items in the order.

MIGRATIONS: Use the Special Solutions CLIN to report migrations. In the Item Description column, enter "(Vendor) Special Solutions - Migration". For CLIN Quantity, enter 1. CLIN Unit Price and CLIN Extended Unit Price should be the same. Dollar amount of transaction is the CLIN Extended Unit Price plus the ACT Fee.

n. Since the OT report is cumulative, vendors may correct previously reported information in subsequent reports (see Section 1. General Information, Revised Reports) such as:

- o Removing a cancelled order or an order/mod previously reported in error.
- o Correcting dollar amounts previously reported by an order/mod.
- o Correcting items ordered previously reported for an order/mod.

3. Product Attribute (PA) report

a. The PA report is a representative sampling of products that are contained in the contractor's catalog. Products identified in the PA report determine the level of customer visibility of the contractor's products on the CHESSE web site.

- b. The file name format for the PA report is Contractnumber_PA_yyyy_mm_dd.tab
 - c. Product Attributes (PA) are required for Servers, Thin Clients and Storage.
 - d. The PA report/file must be a full replacement. CHESSE will replace the vendors existing PA file with the most recent submission. Partial updates are not permitted.
 - e. Product Attribute reports are due, no later than 10 days from when:
 - o Catalog products have changed or
 - o New products are added to the catalog
 - f. Each item in the PA file should provide, in column labeled "Description", an easy to understand description of the product.
 - g. Each item in the PA file must have a unique item number which must be consistent throughout the lifecycle of that item.
 - h. Items with prices of \$0.00 will automatically default to "RFQ required" regardless of what is entered in column labeled "Item Type".
 - i. UNSPSC codes for column labeled "UNSPSC" can be found at <http://www.eccma.org/new>. Please also refer to the sample UNSPSC codes under section 2 (Order Transaction (OT) Report).
4. Fee for Service (FFS) Report
- a. This report applies to applicable ESI Agreements only.
 - b. FFS Report is due to CHESSE the 30th calendar day after each calendar quarter (Example: FFS Report for the period 1 January thru 31 March is due by 30 April)
 - c. The data reported is for that reporting period only (not a cumulative listing).
 - d. If no payments were received during the previous quarter, a negative report is required.
 - e. This report must be submitted as a Microsoft Excel spreadsheet, to amsel-dsa-scp-cr@mail1.monmouth.army.mil, with a copy furnished to the cognizant CHESSE Product Leader.
 - f. No extra spaces, commas or ampersands allowed in this spreadsheet. Dashes are allowed. File name must be in the following format: Contract Number/Calendar Quarter/Calendar Year (Example: W91QUZ-07-A-1234 1Q2007)
 - g. Vendor must ensure that leading zeros are not dropped. For example, order number 0030 should not appear on the report as 30.

h. SPECIAL NOTE TO VENDORS: All reports are cross-referenced for reconciliation and therefore, data must be consistent in all reports submitted (i.e., order number, dates, dollar amounts, etc.).

Order Transactions (OT)

| Column Name | Format | Required? | Comments |
|------------------------------|--------------------|-----------|--|
| Contract Number | Alphanumeric (21) | Y | Enter the Contract Number Example: W91QUZ-07-D-XXXX |
| Order Number | Alphanumeric (50) | Y | Enter the delivery order number. Must be unique when combined with the contract number |
| Modification Number | Alphanumeric (50) | Y* | * Required only when reporting mods. NOTE: This may be a vendor assigned number indicating a transaction reported previously needs to be modified. Example: A credit card transaction. |
| Transaction Type | Alphanumeric (2) | Y | CC = Credit Card, DO= Delivery Order/Paper Order |
| Date of Transaction | DD-MMM-YYYY | Y | Date of the order or modification (i.e. 14-FEB-2006) |
| Date Transaction Cancelled | DD-MMM-YYYY | Y* | * Required for cancelled transactions |
| UNSPSC | Alphanumeric (14) | Y | Updated UNSPSC codes can be found at http://www.eccma.org/new |
| CLIN Number | Alphanumeric (39) | Y | Contract Line Item Number (CLIN) Unique contract identifier of item being ordered (as identified in contract) NOTE: When reporting "SPECIAL SOLUTIONS" CLIN(s) please follow instructions in Section 2. |
| Item Description | Alphanumeric (250) | Y | A short description of the item/CLIN that was purchased. Example: OEM, Make, Model |
| CLIN Quantity | Number (11,0) | Y | Quantity being ordered. |
| CLIN Unit Price | Number (11,2) | Y | Price per item. Price should reflect the unit price in dollars and cents. Do not round up to whole dollars and use only two decimal places to indicate "cents." (e.g. 10125.15) . |
| CLIN Extended Dollar Amount | Number (11,2) | Y | Extended Dollar Amount = (CLIN quantity x unit price). The sum of this column must equal the total of all orders in this file. Do not round up to whole dollars and use only two decimal places to indicate "cents." (e.g. 10125.15) . |
| Dollar amount of Transaction | Number (12,2) | Y | Total dollar amount of the transaction (order or order mod). Do not round up to whole dollars and use only two decimal places to indicate "cents." (e.g. 10125.15) . |

| | | | |
|----------------------------|--------------------|----|--|
| POC Last Name | Alphanumeric (50) | Y | Customer's Last Name |
| POC First Name | Alphanumeric (50) | Y | Customer's First Name. |
| POC Title | Alphanumeric (50) | N | Customer's Title (i.e. COL, Mr., Ms., etc.). |
| Telephone Number | Alphanumeric (50) | Y | Customer's telephone number. Format: 9999999999 |
| Email address | Alphanumeric (100) | Y | Customer's email address. |
| Street Address 1 | Alphanumeric (100) | Y | First line of the Customer's Ship-To address. |
| Street Address 2 | Alphanumeric (100) | N | Second line of the Customer's Ship-To address. |
| Street Address 3 | Alphanumeric (100) | N | Third line of the Customer's Ship-To address. |
| City | Alphanumeric (100) | Y | Customer's Ship-To City. |
| State | Alphanumeric | Y | Customer's Ship-To State for USA only. Post office two |
| (2) | | | character abbreviation. |
| Country | Alphanumeric (2) | Y | Indicate the "Ship-To" country. Entry must be "US" for the United States or the 2-Character country code abbreviation from the Service/Agency/Country Code list located at https://ascp.monmouth.army.mil/scp/content/countrylist.jsp . This column is only 2-characters wide so you must use the abbreviations only. |
| 5-digit Zip Code | Number (5) | Y | Five-digit Customer Ship-To zip code. |
| 4-digit Zip Code Ext. | Number (4) | N | Four-digit extension Customer Ship-To zip code. |
| End User Service or Agency | Alphanumeric (20) | Y | Use the abbreviation from the Service/Agency/Country Code list located at https://ascp.monmouth.army.mil/scp/content/activitylist.jsp |
| Army Activity | Alphanumeric (20) | Y* | * Required if previous column equals " Army". Use the abbreviation from the Army Activity list located at https://ascp.monmouth.army.mil/scp/content/activitylist.jsp |
| Comments | Alphanumeric (250) | N | Free text. |
| Reduced/Waived ACT Fee | Alphanumeric (6) | Y | If transaction involves a Reduced or Waived ACT Fee, indicate here. R = Reduced ACT FEE W = Waived ACT FEE |
| Order Discount | Number (10) | Y | Enter discount percent on order using the following format: A 40% discount should be entered as .40 |
| Vendor Reported Total | Number (12,2) | Y | The sales on contract that are included in this file being submitted. |

for this file

| | | | |
|------------------------|-------------------|---|--|
| Contract Sales to Date | Number (12,2) | Y | Total Sales to date on this contract. |
| File Name | Alphanumeric (50) | Y | Exact file name that is being submitted. |

Product Attributes (PA)

| Column Name | Format | Required? | Comments |
|-------------------------|-------------------|-----------|---|
| Contract Number | Alphanumeric (21) | Y | Enter Contract Number (including dashes). Example: W91QUZ-07-D-XXXX |
| Report Type | Alphanumeric (1) | Y | Please Enter "F" for Full Catalog Replacement |
| Disposition | Alphanumeric (1) | N/A | Leave Blank |
| Item Type | Alphanumeric (1) | Y | Enter "2" if an RFQ is required prior to purchasing this item. Enter "3" if this item is orderable online from ASCP without restrictions. |
| Item Number | Alphanumeric (39) | Y | Unique number for the item. For example, product #, manufacturer part #, contract line item. Must be Unique for each item. |
| UNSPSC | Alphanumeric (14) | Y | Updated UNSPSC codes can be found at http://www.eccma.org/new |
| Price | Number(12,2) | Y | Price per item. Price should reflect the unit price in dollars and cents. Do not round up to whole dollars and use only two decimal places to indicate "cents." (e.g. 10125.15) |
| Unit of Issue | Alphanumeric(12) | Y | Unit of issue (ea., lot) |
| Manufacturer | Alphanumeric(40) | N | |
| Model | Alphanumeric(40) | N | |
| Warranty | Alphanumeric(10) | N | |
| Specification sheet url | Alphanumeric(250) | N | Provide a URL for the spec sheet of the product |
| Photo url | Alphanumeric(250) | N | Provide a URL for the photo of the product |
| Description | Alphanumeric(250) | Y | |
| related_to_item_1 | Alphanumeric(39) | N | Refer to the related item paragraph below |
| related_to_item_2 | Alphanumeric(39) | N | Refer to the related item paragraph below |
| related_to_item_3 | Alphanumeric(39) | N | Refer to the related item paragraph below |
| related_to_item_4 | Alphanumeric(39) | N | Refer to the related item paragraph |

| | | | |
|-------------------|-------------------|----|---|
| related_to_item_5 | Alphanumeric(39) | N | below Refer to the related item paragraph below |
| Attribute 1 | Alphanumeric(250) | Y* | * Required for Servers, Storage and Thin Clients See Attribute Legend below |
| Attribute 2 | Alphanumeric(250) | Y* | * Required for Servers, Storage and Thin Clients See Attribute Legend below |
| Attribute 3 | Alphanumeric(250) | Y* | * Required for Servers, Storage and Thin Clients See Attribute Legend below |
| Attribute 4 | Alphanumeric(250) | Y* | * Required for Servers, Storage and Thin Clients See Attribute Legend below |
| Attribute 5 | Alphanumeric(250) | Y* | * Required for Servers, Storage and Thin Clients See Attribute Legend below |
| Attribute 6 | Alphanumeric(250) | Y* | * Required for Servers, Storage and Thin Clients See Attribute Legend below |
| Attribute 7 | Alphanumeric(250) | Y* | * Required for Servers and Thin Clients See Attribute Legend below |
| Attribute 8 | Alphanumeric(250) | Y* | * Required for Servers and Thin Clients See Attribute Legend below |
| Attribute 9 | Alphanumeric(250) | Y* | * Required for Servers and Thin Clients See Attribute Legend below |
| Attribute 10 | Alphanumeric(250) | Y* | * Required for Servers See Attribute Legend below |
| Attribute 11 | Alphanumeric(250) | Y* | * Required for Servers See Attribute Legend below |
| Attribute 12 | Alphanumeric(250) | Y* | * Required for Servers See Attribute Legend below |
| Attribute 13 | Alphanumeric(250) | Y* | * Required for Servers See Attribute Legend below |
| File Name | Alphanumeric(50) | Y | Exact file name that is being submitted. |

Related Items

The columns named “related_to_item_1 thru related_to_item_5” are used to associate related items to the primary item. The rules for using related items are:

- a. Only 1 item per row may be specified
- b. You may associate up to 5 items
- c. All items must be from the same contract

Fee for Service (FFS)

| Column | Format | Required? | Comments |
|--------|--------|-----------|----------|
|--------|--------|-----------|----------|

| | | | |
|--------------------------------------|-------------------|----|---|
| Name | | | |
| Report Number | Alphanumeric (24) | Y | Must be in the following format: Contract Number/Calendar Quarter/Calendar Year (Example: W91QUZ-07-A-1234 1Q2007) |
| Report Type | Alphanumeric (21) | Y | Use one of the following codes: I Initial Report R Replace all previously reported information with this new data M This report modifies some of the information reported during this time frame |
| Report Start Date | DD-MMM-YYYY | Y* | Example: 01-MAR-2007 |
| Report End Date | DD-MMM-YYYY | Y | Example: 01-MAR-2007 |
| Contract Number | Alphanumeric (21) | Y | Example: W91QUZ-07-A-1234 |
| Order Number | Alphanumeric (30) | Y* | Must be reported exactly as shown on the customer's order. |
| Order Mod Number | Alphanumeric (25) | Y | Data required only when reporting an order modification. |
| Dollar Amount of Transaction | Number | Y | Reflects dollar amount of the transaction (order or Mod being reported). No formatting (i.e., no \$ signs, commas, etc.) |
| Date Transaction Sent to Vendor | DD-MMM-YYYY | Y | Example: 01-MAR-2007 |
| ACT Fee for Transaction | Number | Y | Enter amount of ACT Fee for Transaction No formatting (i.e., no \$ signs, commas, etc.) |
| Reduced/Waived ACT Fee | Alphanumeric (6) | Y | If transaction involves a Reduced or Waived ACT Fee, indicate here. R- Reduced ACT Fee W - Waived ACT Fee |
| Previous Payment Made on Transaction | Number (12,2) | Y | If applicable. |
| Current Payment | Number (12,2) | Y | If applicable. |
| Remaining Amount to be Paid | Number (12,2) | Y | If applicable. |
| Transaction Type | Alphanumeric (2) | Y | Order Types are as follows: CC = Credit Card DO = Direct Ordering (paper order) |
| Other Agency Share Fee Payable | Number (12,2) | Y | If applicable. Fee Share amount due to Navy, Air Force, DLA or GSA (for non-DoD orders on SmartBUY Agreements) . Calculation: 50% of Current Payment Amount |

| | | | |
|----------------------------|---------------------|---|---|
| Other Agency for Fee Share | Alphanumeric (21) | Y | If applicable. Identify as 'USN', 'DLA', 'USAF' generated Delivery Order . Enter 'GSA' for non-DoD orders on SmartBUY Agreements. |
| Army Fee Payable | Number (12,2) | Y | Required for Army-managed ESI agreements. Calculation: Current Payment Amount minus Previous Payment Made on Transaction |
| Non-DoD Agency | Alphanumeric (2000) | Y | Applicable to SmartBUY Agreements only. Enter name of End User Agency for Non-DoD Orders |
| Order Discount | Number (10) | Y | Enter discount percent on order using the following format: A 40% discount should be entered as .40 |
| Comments | Alphanumeric (2000) | Y | Free Text |
| ACT Fee Recap | Alphanumeric (100) | | Enter Amounts Due Each Service for This Report |

Army & Other DoD ACT Fee:
Air Force ACT Fee:
DLA ACT Fee:
GSA ACT Fee:
Navy ACT Fee:
TOTAL:

EXHIBIT C
TRANSMITTAL LETTERS
SAMPLE TRANSMITTAL LETTERS
FOR ARMY

LETTER OF TRANSMITTAL FOR ARMY FEE PAYMENTS

MEMORANDUM FOR

Project Director, Computer Hardware, Enterprise Software and Solutions (PD CHESS)
PEO Enterprise Information Systems
SFAE-PS-CH (Attn: Miguel Campos)
9350 Hall Road, Bldg 1445
Fort Belvoir, VA 22060

From: Company Name
Street Address
City, State, Zip Code

POC: (Name, Phone Number & Email address)

SUBJECT: Collection of Checks for (Company Name)
(BPA/Contract Number)
(Quarter/FY)

1. Collection of the check will include the following:

- c. Please make check payable to United States Treasury

d. Mail original check to address above

2. Direct questions to Miguel Campos 703-806-8222
3. Provide copies of this letter and check electronically to:
peoeis.pdchess.vndrrpts@us.army.mil
miguel.campos2@us.army.mil

EXHIBIT C

For Air Force
COMPANY NAME)

(Date)

MEMORANDUM FOR DEFENSE FINANCE and ACCOUNTING SERVICE

DFAS-DE/ATDT/DEDE

(Attn: Ms. Shanna Olinger)

FOR: 3801-LI

6760 East Irvington Place

Denver, Colorado 80279

FROM: (Company Name)

(Street Address)

(City, State and Zip Code)

SUBJECT: Collection of Checks for ESI SW – FY07 (CPEA00) For BPA

(Contract # _____)

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:

5773400 307 47MZ 4KT0SW 04 592RR CSN: 007999 72806F 97 667100

FSR: 035480 PSR: 085647 DSR:

MORD: F2XTKB6269M007

NOTE: Please do not alter any of the information above.

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

(Signature)

1 Atch: Check # -----

Note: Also provide a copy of the check payable to 3801-LI 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) 416-1351.

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

Contract Number with hyphens, CCR or DOSR Month Year, Contract Name, and Contractor Name

W91QUZ-07-A-0001

Example: FA0000-00-A-0000, CCR June 2006, ESI, Vendor, Inc.

W91QUZ-07-A-0001

EXHIBIT C

DISA Transmittal Letter

Defense Information Systems Agency (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.

LOA: 9780100.4300 P848ZZDZ0 SI 2531 DSIMO86608 S12137

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

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Exhibit D

DELETED

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Exhibit E

ESI/SmartBUY Professional Services Rates

| Service Labor Category | Non-Cleared | | GSA | Cleared |
|-------------------------------|--------------|----------|-------------|----------|
| GSA | | | | |
| Senior Vice President | ORCLPS012NC | \$396.94 | ORCLPS012C | \$426.56 |
| Group Vice President | ORCLPS011NC | \$359.81 | ORCLPS011C | \$386.66 |
| Regional Vice President | ORCLPS010NC | \$338.21 | ORCLPS010C | \$363.45 |
| Sr. Technical Director | ORCLPS009TNC | \$324.03 | ORCLPS009TC | \$348.21 |
| Sr. Practice Director | ORCLPS009NC | \$324.03 | ORCLPS009C | \$348.21 |
| Technical Director | ORCLPS008TNC | \$294.33 | ORCLPS008TC | \$316.29 |
| Practice Director | ORCLPS008NC | \$294.33 | ORCLPS008C | \$316.29 |
| Practice Manager | ORCLPS007PNC | \$253.15 | ORCLPS007PC | \$272.04 |
| Technical Manager | ORCLPS007TNC | \$253.15 | ORCLPS007TC | \$272.04 |
| Senior Principal Consultant | ORCLPS006TNC | \$235.60 | ORCLPS006TC | \$253.18 |
| Managing Principal Consultant | ORCLPS006MNC | \$235.60 | ORCLPS006MC | \$253.18 |
| Principal Consultant | ORCLPS005NC | \$206.57 | ORCLPS005C | \$221.98 |
| Senior Consultant* | ORCLPS004NC | \$169.44 | ORCLPS004C | \$182.09 |
| Staff Consultant* | ORCLPS003NC | \$147.16 | ORCLPS003C | \$158.15 |
| Associate Consultant* | ORCLPS002NC | \$110.71 | ORCLPS002C | \$118.97 |

Note:

*Designated labor categories are non-exempt employees and must only be provided incidental and used

solely to support professional services, and cannot be purchased separately

**Hourly rates for personnel with security clearances performing work under orders that delineate security requirements

| Single Order Range | Discounts |
|-------------------------|-----------|
| \$1-\$1,000,000 | 4% |
| \$1,000,001-\$6,000,000 | 5% |
| \$6,000,001+ | 6% |

(End of Summary of Changes)