AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
J	1	30

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00008	21-Feb-2008		

6. ISSUED BY CODE W91QUZ

ARMY CONTRACTING AGENCY-ITEC4
2461 EISENHOWER AVE
ALEXANDRIA VA 22331-1700

7. ADMINISTERED BY (If other than item 6) CODE

See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
QUEST SOFTWARE INC
KIMBERLY WILBURN
5 POLARIS WAY
ALISO VIEJO CA 92656-5356

CODE 0PXD1 FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MOD. OF CONTRACT/ORDER NO. W91QUZ-05-A-0023
X	10B. DATED (SEE ITEM 13) 28-Jul-2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ 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.
	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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 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: rhyde08918

Section A, paagraph 11.3 had been added as follows: 11.3 Support And Maintenance. For certain government customers who spend in excess of $1 million annually for Maintenance Services, upon the agreement of any such customer and Quest, Quest may provide onsite support at no additional charge to augment the Maintenance Services.

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)
RONALD L. HYDE / CONTRACTING OFFICER
TEL: 703-325-4625 EMAIL: Ron.Hyde@conus.army.mil

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	21-Feb-2008

W91QUZ-05-A-0023

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

BPA ENTERPRISE SOFTWARE AGREEM

Enterprise Software Initiative

Quest Software, Inc.

BPA Proposal

May 18, 2005

Blanket Purchase Agreement
DoD Enterprise Software Agreement (ESA)

In the spirit of the Federal Acquisition Streamlining Act, the Department of Defense (DoD) and Quest Software, 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-0593K.

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.

Attachments to this agreement are:

a. Attachment A – Product and Price List
b. Attachment B – License Agreement
c. Attachment C – Report of Sales Format
d. Attachment D – Fees and Payments

A. TERMS AND CONDITIONS

1. Pursuant to General Services Administration (GSA) Federal Supply Services (FSS) Contract Number GS-35F-0593K, Quest Software, Inc. agrees to the following terms of a Blanket Purchase Agreement (BPA) with the ACA Information Technology, E-Commerce and Commercial Contracting Center (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 Quest Software, 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 52.212-4, and the provisions of FAR 52.212-4 specified in FAR 12.302, as required by Federal law, shall prevail over any terms of the commercial license.

2. **Extent of Obligation.** T The Government is obligated only to the extent of authorized purchases actually made under this BPA.

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

4. **BPA Term.** The BPA expires five (5) years after award. This expiration is contingent upon the Contractor maintaining or renewing a GSA FSS Schedule. The BPA will be reviewed annually to ensure that it still represents a “best value”.

5. **Pricing Terms.** Attachment A provides unit prices as explained below. Prices shall not escalate, and Attachment A is not subject to upward adjustment during the term of the BPA._ Spot discounting is encouraged. Prices may increase or decrease consistent with changes in the underlying GSA schedule. Spot discounting is encouraged. The prices will be reviewed annually, or as required to determine whether a reduction is appropriate in accordance with the price reduction provisions of the agreement. A 2.0% Acquisition, Contracting, and Technical (ACT) Fee shall be included in the prices. The contractor shall be responsible for the payment of all fees that are included in the product pricing (i.e. GSA, ACT), as calculated on the customer orders, in accordance with Attachment D.

6. **Discount Terms and Conditions.**
All line items on this BPA are discounted by at least three percent (3%) from Quest Software’s GSA Contract #GS-35F-0593K. Additional volume discounts will be applied on a transaction basis (per order) using the discount schedule in Attachment A.

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 Quest Software, 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
8.2 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), Independent Establishment as defined in 5 U.S.C. 104 (1) ("Agency"), including the DoD and authorized contractors, except as restricted herein.

8.3 Mandatory channel- Ouest acknowledges that the GSA and OMB have indicated their intent to issue regulations that make this BPA a mandatory source of Quest products for agencies of the federal government.

9. **License Agreement.**
Attachment B is the Software License Agreement for software licenses purchased from Quest Software, Inc. Notwithstanding any provision to the contrary, except for licenses for Software used to move (including, without limitation, migrate or convert) data from one platform or system to another, licenses are transferable by Licensee with written notice to Quest to any entity into

which Licensee is merged or consolidated. This statement of transferability takes precedence over the statement of non-transferability in Section 2 of Attachment B – Software License Agreement. Software licenses purchased under this BPA are non-exclusive, perpetual use licenses subject to the licensing provisions and the terms of the GSA Contract. Any delivery order issued hereunder will serve as proof of purchase.

9.1 **Functionality Replacement and Extended Support**. If the form, fit, or functionality contained in any licensed products acquired hereunder and for which DoD continuously purchases Maintenance Services 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, provided such separate or renamed product does not include substantially more or additional functionality than the product being replaced, 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. from the date each licensed product is first licensed. 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.

9.2 **Rights of Survivorship of the Agreement**. This Agreement shall survive unto Quest Software, 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 Quest Software, Inc. by or with another entity.

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 Quest Software, 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 is not currently available on hard copy media. Software must be downloaded from the Quest website.. Upon Credit Card or Purchase Order Approval, the end-users will be sent an email confirmation and their *Quest Software* Customer ID (CID) will be validated for download capability. The end user can then go to http://questsupportlink.quest.com/default.asp and enter their valid CID for download of the Software products.)

11. **Support and Maintenance.**

11.1. **Support.** Further details for Support Services are identified in Attachment B.

11.2. **Maintenance.** Software purchases include Maintenance Services for a period of one (1) year. Further details for Maintenance services are identified in Attachment B.

11.3. **Support And Maintenance.** For certain government customers who spend in excess of $1 million annually for Maintenance Services, upon the agreement of any such customer and Quest, Quest may provide onsite support at no additional charge to augment the Maintenance Services. The duties of an onsite support person are:

- Provide assistance to Army personnel who are not familiar with the products under maintenance.
- Provide answers to questions about new features and enhancements to the software under maintenance.
- Assist the Army in resolving problems that arise concerning use of the products under maintenance.
- Serve as a single point of contact into Quest to ensure that issues are investigated and resolved quickly.
- Provide operational best practices on using the products under maintenance based on Quest's extensive experience and lessons learned with other customers.

.

12. **Professional Services.** Professional services offerings vary by product and are described in Attachment A. All professional services sales must include a Statement of work (SOW) signed by the customer.

13. **On-Site Training.** Training offerings vary by product and are described in Attachment A.

14. **Technology Improvement.** The Government may solicit and the BPA holder is encouraged to propose independently, technology improvements to the BPA. Proposals shall be submitted by the BPA holder and include a description of the products and/or services, an electronic copy of the pricing tables, technical literature that describes the products and/or services, and evidence of inclusion on GSA schedule. Discounts shall be at the same or greater discount level as the original BPA product prices.

15. **Substitution and Technology Refreshment.** If at any time during the life of this BPA, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the BPA holder shall provide a proposal to include the new or revised products on the BPA under the appropriate line items. Proposed prices for new or revised products shall be constructed in accordance with paragraph 8 of this BPA for most favored prices. Discounts shall be at the same or greater discount level as the original BPA product prices. Quest shall make commercially reasonable efforts to submit Proposals to the Contracting Officer within seven (7) days of the BPA holder's written notification to Quest of its 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

uthorized Users. The BPA is open for ordering by all Department of Defense (DoD) Components. For the purposes of this agreement, a DoD component is defined as: the Office of the Secretary of Defense (OSD), the Military Departments, the Chairman of the Joint Chiefs of Staff, the Combatant Commands, the Inspector General of the Department of Defense (DoD IG), the Defense Agencies, the DoD Field Activities, the U. S. Coast Guard, and the Intelligence Community. This BPA is also open to DoD Contractors authorized to order in accordance with the FAR Part 51.

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

accordance with FAR Part 51.

2. **BPA Points of Contact:**

a. **Contracting Office:**

Procuring Contracting Officer (PCO):
Ronald L. Hyde
Information Technology, E-Commerce and
Commercial Contracting Center (ITEC4))
Attn: SFCA-IT-A
2461 Eisenhower Avenue
Alexandria, VA 223331-1700
PCO: Ronald L. Hyde
Phone: 703 325-4625
FAX 703 428-9842
Email: 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
POC:
SPM: Stephen Lascelles
Phone: (732) 532-5349
Fax: (732) 532-5185
Email:stephen.lascelles@us.army.mil

d. GSA Smart Buy

```
SmartBUY Contracting Officer
Mike Citino
SmartBUY Program Office
10304 Eaton Place, 3A-04
Fairfax, VA  22030-2213
Phone:  703-306-6875
Fax:  703-306-6816

SmartBUY Project Manager
Pebble Randolph
10304 Eaton Place, 3A-01
Fairfax, VA  22030-2213
Phone:  703-306-7594
Fax:  703-306-6816
```

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

C. ORDERING

1. DFARS Section 208.74 directs DoD software buyers and requiring officials to check the DoD ESI website for DoD inventory or an ESA before using another method of acquisition. These steps for the buyer are summarized from the DFARS:

a. Check the Enterprise Agreement Summary Table to determine if software rights or maintenance have already been purchased and are available from DoD inventory. If they are available, purchase the designated software from DoD inventory and reimburse the SPM.

b. If the required software rights or maintenance are not available from inventory or from an ESA, you may use an alternate method of acquisition, subject to laws and policy.

c. If the required software rights or maintenance are not available from inventory but are available from an ESA, you must follow the procedure in the DFARS Section 208.74.

d. If you must obtain the software or software maintenance outside the DoD ESA, you may seek a waiver from a management official designated by your DoD Component.

This BPA will be posted to the DoD ESI website as part of the ESI program. The web site can be viewed at http://www.esi.mil**.** The Government will also post this contract to the Army Small Computer Program website at: https://ascp.monmouth.army.mil/scp/index.jsp.

2. **Delivery Orders.** The scope of this effort is worldwide. Delivery requirements and administration will be stipulated on Delivery Orders. (*See examples below*)

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. xample 1: Ordering via this BPA is decentralized. Orders are prepared by a Government Ordering
Officer (a duly warranted Contracting Officer whose warrant authorizes purchases from the GSA Schedule), in accordance with the terms and conditions of this BPA and the GSA Schedule. Orders may be placed by EDI, credit card, facsimile, on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155, or by logging on to the Quest Software purchasing page at the Army Small Computer Program website https://ascp.monmouth.army.mil/scp/index.jsp.

b. Example 2: Ordering instructions may be found at the Army Small Computer Program website https://ascp.monmouth.army.mil/scp/index.jsp.

Attachment A-1-Active Directory Products have been established in accordance with FAR 8.405-1. Orders placed against Attachment A-1 may be placed as the need for the Products arise.

Orders placed against Attachment 2- All Other Items are required to be ordered using the procedures set forth in FAR 8.405-1 or 8.405-2 as applicable.

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 DoD ESI and the Government web sites

4. **E-Commerce Site.** It is the intention of the Government to use existing and future capability of the DoD Standard Procurement System, Electronic Data Interchange (EDI) capability, Government procurement card, and vendor electronic ordering capability to create a paper-less ordering, invoicing and payment process. During the term of the BPA, the Contractor shall participate to achieve this objective.

On-line ordering can also be accomplished at https://ascp.monmouth.army.mil/scp/index.jsp. ITSC Direct is the Navy's World Wide Web accessible shopping and order processing tool and can be viewed at http://www.itec-direct.navy.mil. The following requirements apply to this BPA:

a. This BPA may be placed in the Department of the Navy's (DON) ITEC Direct system as part of the DON Information Technology Electronic Commerce (ITEC) Direct Project. If placed in ITEC Direct, the contractor shall insure that the data and information obtained through ITEC Direct is current, accurate, complete, in the standard format enabling expedient data loading and relevant to the acquisition vehicle.

b. The contractor shall maintain a database of prices with the required and relevant information and links to technical specifications to be accessible by ITEC Direct in a distributed database environment.

c. The contractor shall maintain coordinated and integrated hypertext links to ITEC Direct from their World Wide Web site(s) to the ITEC Direct site and shall insure the integrity of any data and information posted on their web sites or in the ITEC Direct web site for their acquisition vehicle. This effort may require the Contractor to adapt their practices so that electronic commerce can be conducted through ITEC Direct to the vendor

d. The contractor shall provide EC/EDI capabilities and accept and respond to secure on-line orders and customer request consistent with the terms of this acquisition vehicle.

e. The contractor shall adapt its business processes, at no additional cost to the government, as the DoD Virtual Information Technology Marketplace (VITM) and ITEC Direct technical requirements, environment and architecture evolve. The VITM may be reached via the web site www.vitm.gov.

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

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

6. **Delivery Notice.** Unless otherwise agreed to, all deliveries ordered under this BPA must be accompanied by a delivery notice, ticket or sales slips that must contain at a minimum the following information:

a. Name of Contractor
b. GSA Contract Number
c. BPA Number
d. Product Description/Model numbers
e. Delivery order number
f. Date of purchase
g. Quantity, unit price and extension of each item (unit prices need not be shown when incompatible
with the use of automated systems; provided that the invoice is itemized to show the information)
h. Date of shipment

7. **Suspension.** There may be occasions where the Government may suspend ordering (by CLIN up to and including the entire BPA.) If a suspension is announced, the Contractor shall adhere to this suspension by not accepting/processing delivery orders for the suspended item(s).

D. INVOICING AND PAYMENT

1. **Invoicing.** The requirements of a proper invoice are as specified below as required by FAR 52.212-4 in the Federal Supply Schedule contract. Full text of this clause can be found on the web at URL: http://farsite.hill.af.mil/. The contractor shall submit an original invoice and three copies (*or electronic invoice, if authorized*), to the address specified on the delivery orders issued against the BPA. An invoice must include:

a. Name and address of the Contractor
b. Invoice date
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

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.

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. **Universal Standard Products and Services Code**. The Universal 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 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. **Army Information Technology Conference.** Quest Software will exhibit at the Army Information Technology Conference (AITC) during the existence of this BPA.

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

7. **Marketing.** The Contractor shall dedicate reasonable resources to this effort and work to market and advertise this agreement. Desired actions include: advertising resultant vehicles on the contractor's Internet site and advertising the agreement at relevant trade shows, participation in DoD Component sponsored events and news media geared to Government/DoD IT people.

8. **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.

9. **Enterprise Integration Toolkit.** The Enterprise Integration Toolkit is a program developed by the Assistant Deputy Under Secretary of Defense (L&MR) Logistics Systems Management (LSM) to assist DoD Program Managers, Contracting Officers and members of the Integrated Project Team (IPT) in the acquisition and implementation of Commercial Off The Shelf (COTS) Business Systems software.

The Toolkit provides guidance, processes and tools to define program needs and determine how to best meet these needs through an external acquisition via a three-tiered Roadmap to guide the entire life-cycle from problem definition to solution roll-out. It provides a collection of best practice tools adopted from the commercial industry, and includes more than 100 best practice templates, guides, checklists, and samples.

Because the Toolkit is not vendor specific and may be applied across a variety of COTS software package implementations, including this BPA, the Contractor, shall be familiar with the Toolkit and include as part of the Marketing effort required above, a description of the Toolkit for their customers, and a link to the Enterprise Toolkit web site at: http://www.eitoolkiot.com

10. 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.

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.** Quest has completed Voluntary Product Accessibility Templates for many of our applicable products. We are continuing towards full compliance with Section 508 by making this part of our development processes for product upgrades as well as new product development.

4. Applicable Standards

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

52.237-2 -- Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)

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)

Quest Software, Inc.
Software License Agreement

Master License No.
Agreement Date:

This Software License Agreement (the "Agreement") is made between Quest Software, Inc., a California corporation with its principal place of business located at 8001 Irvine Center Drive, Irvine, California, 92618, USA ("Quest") and <> with its principal place of business located at <> USA ("Licensee").

1. Definitions. The following terms shall have the meanings assigned to them below:
(a) "Affiliate" means any entity controlled by, controlling, or under common control with Licensee.
(b) "Documentation" means the published and generally available user manuals and documentation that Quest delivers with the Software.
(c) "Quotation Form" means the Quest ordering document executed by Licensee and a duly authorized representative of Quest which identifies the Software and/or services being ordered by Licensee and which incorporates this Agreement by reference.
(d) "Software" means (i) the machine-readable object code version of the software made generally available by Quest and identified on the applicable Quotation Form as well as any corrections, enhancements, and upgrades thereto that Quest may provide to Licensee pursuant to Section 10 below, (ii) the related Documentation, and (iii) all copies of the foregoing.

2. License. In consideration for the payment of the applicable fees and upon the execution of the applicable Quotation Form by both parties, Quest shall grant to Licensee, and Licensee shall accept from Quest, a perpetual, non-exclusive, non-transferable and non-sublicensable license to install, execute, access, run, or otherwise interact with the Software within the scope of license granted on the applicable Quotation Form and in accordance with the related Documentation for Licensee's own internal business operations. Licensee may also make a reasonable number of additional copies of the Software solely for non-productive archival purposes, so long as neither the original and a copy nor two copies of the same license are in use at the same time, and so long as each copy contains all titles, trademarks, and copyrights and restricted rights notices as in the original. Nothing in this Agreement entitles Licensee to receive source code for any part of the Software.

3. Affiliate Usage. Affiliates may place orders for Software under this Agreement by signing and delivering a Quotation Form to Quest. Licensee shall be liable for its Affiliates' compliance with the terms and conditions of this Agreement.

4. Restrictions. Quest reserves any and all rights, implied or otherwise, which are not expressly granted to Licensee hereunder, and retains all rights, title and interest in and to the Software. Licensee agrees that it has no right whatsoever to modify the Software or any portion thereof in any manner. Licensee shall not reverse engineer, decompile, disassemble, modify, adapt, rent, lease, loan, create or prepare derivative works based upon the Software or any part thereof. Licensee may not use the Software as a managed service provider, as an application service provider, to perform consulting or training services for a third party, or in any commercial time share arrangement. Licensee may not resell the Software licensed hereunder. Licensee shall not assign the Software to a third party for use in managing Licensee's environment without the prior written consent of Quest.

5. Assignment. Licensee may not assign or transfer its rights or obligations under this Agreement without prior written consent of Quest and any purported assignment or transfer without Quest's consent shall be null and void.

6. Payment. Licensee shall make all payments in full within thirty (30) days from the date of the applicable invoice. Any amounts payable by Licensee that remain unpaid after the due date shall be subject to a late charge equal to 1.5% of the invoice amount per month from the due date until such amount is paid, or the maximum rate permitted by law if less.

7. Taxes. The fees listed in the Quotation Form may not include taxes; if Quest is required to pay sales, use, property, value-added or other taxes based on the Software or services provided under this Agreement or on Licensee's use of Software or services, then such taxes shall be billed to and paid by Licensee. This section does not apply to taxes based on Quest's income.

8. Termination. This Agreement or an individual license granted hereunder may be terminated (a) by mutual agreement of Quest and Licensee, (b) by Licensee, upon thirty (30) days prior written notice to Quest, and (c) by Quest, if Licensee or its Affiliate breaches this Agreement and fails to cure such breach to Quest's reasonable satisfaction within thirty (30) days following receipt of Quest's notice thereof. Upon any termination of this Agreement or a license granted hereunder, Licensee shall immediately cease use of the applicable Software and certify in writing to Quest within thirty (30) days after termination that Licensee has destroyed or returned to Quest such Software and all copies thereof. Termination of this Agreement or a license granted hereunder shall not limit either party from pursuing any remedies available to it, including injunctive relief, or relieve Licensee of its obligation to pay all fees that have accrued or have become payable by Licensee hereunder. The provisions of Sections 4, 6, 8, 11, 12, 13, 14, 16 and 17 will survive termination of this Agreement.

9. Export Law Assurances. Licensee shall not export or re-export, or allow the export or re-export of the Software or any copy, or portion thereof, in violation of any export laws, restrictions, national security controls or regulations of the United States or other applicable foreign agency or authority.

10. Maintenance. During any Maintenance Period and for the applicable fees, Quest shall make available to Licensee the Maintenance Services as listed in this Section 10. The "Maintenance Period" is a twelve (12) month period. The first Maintenance Period begins on the date of the first invoice for the Software and ends twelve (12) months thereafter. Each Maintenance Period shall automatically renew for another twelve (12) months unless the renewal has been cancelled by either party's giving written notice at least sixty (60) days prior to the first day of the renewal Maintenance Period. Maintenance fees shall be due in advance of renewal.

Maintenance Services consist of the following:

(a) Quest shall make available to Licensee new versions and releases of the Software, including Software corrections, enhancements and upgrades, if and when Quest makes them generally available without charge as part of Maintenance Services for the Software.

(b) Quest shall respond to unlimited communications from Licensee that report Software failures not previously reported to Quest by Licensee.

(c) Quest shall respond to unlimited communications from Licensee's Technical Coordinators that request consultation on the operational/technical aspects of the Software; provided that Quest shall have the right to limit such responses if Quest determines, in its sole reasonable discretion, that on-site consultation at Quest's then-current rate is required.

(d) Licensee shall have access to Quest's Technical Support Web site: 'SupportLink' at http://www.quest.com/support.

(e) Maintenance Services for the Shareplex Software are available 24X7. For all other Software, Maintenance Services are available during standard support hours ("Business Hours") as indicated on SupportLink. Extended support may also be available for other Software.

(f) For all Software, Quest's Maintenance Services shall be available via the Web, email, or telephone. For SQL Navigator, TOAD, JClass, DeployDirector, and XRT Software, Quest will respond to inquiries within four (4) Business Hours from receipt of the inquiry. For all other Software, Quest will respond to inquiries within two (2) Business Hours from receipt of the inquiry.

(g) During Business Hours, Quest will respond within thirty (30) minutes to a call from Licensee which reports a critical Software condition that significantly impacts Licensee's production environment or that makes the use or continued use of the Software impossible (a "Level 1 Problem"). Licensee must use commercially reasonable efforts to provide Quest with the necessary remote access to facilitate the identification and resolution of a Level 1 Problem. Quest's ability to identify and resolve a Level 1 Problem may be delayed without such remote access.

11. Limited Warranty. Quest warrants that for a period of thirty (30) days from the initial date of delivery (i) the media provided by Quest, if any, on which the Software is recorded will be free from material defects in materials and workmanship under normal use, and (ii) the operation of the Software, as provided by Quest, will substantially conform to the Documentation applicable to such Software.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND QUEST HEREBY DISCLAIMS, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Licensee must report in writing any breach of the foregoing warranties to Quest during the warranty period. Licensee's exclusive remedy, and Quest's sole obligation, for any such breach of warranty shall be for Quest to replace defective media or to correct or provide a workaround for reproducible errors that cause a breach of the warranty within a reasonable time considering the severity of the error and its effect on Licensee, or, at Quest's option, refund the license fees paid for the nonconforming Software upon return of such Software to Quest and termination of the related license hereunder.

12. Infringement. Quest will at its own expense defend or settle any claim, suit, action, or proceeding brought against Licensee by a third party (a "Claim") to the extent that the Claim is based on an allegation that use of the then-current version of the Software in accordance with this Agreement directly infringes any United States copyright, trademark, or patent issued as of the Agreement Date or misappropriates any United States trade secret ("Infringes"); provided that Licensee (i) gives prompt written notice of such Claim to Quest; (ii) permits Quest to retain sole control of the investigation, defense or settlement of such Claim, and (iii) provides Quest with such cooperation and assistance as Quest may reasonably request from time to time in connection with the investigation, defense or settlement thereof. Quest shall have no obligation hereunder to defend Licensee for any claim (a) resulting from use of the Software other than as authorized in this Agreement, (b) resulting from a modification of the Software other than by Quest, or (c) based on Licensee's use of the Software after Quest recommends discontinuation because of possible or actual infringement, or (d) based on Licensee's use of a superseded or altered release of Software if the infringement would have been avoided by use of a current or unaltered release of the Software made available to Licensee.

If the Software is adjudged by a court of competent jurisdiction to Infringe, and Licensee's use of such Software is enjoined, Quest shall, at its expense and option either (i) obtain for Licensee the right to continue using the Software, (ii) replace the Software with a functionally equivalent non-Infringing product, (iii) modify the Software so that it is non-Infringing, or (iv) accept the return of the Infringing Software and refund a pro-rated portion of the license fee paid for the Infringing Software, based on a five (5) year product life. This Section 12 states the entire liability of Quest, and Licensee's sole and exclusive remedy, with respect to indemnification.

13. Limitation of Liability and Damages. IN NO EVENT WILL LICENSEE, QUEST OR QUEST'S SUPPLIERS BE LIABLE FOR ANY AMOUNTS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY ARISING FROM ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, REPROCUREMENT, LOSS OF BUSINESS INFORMATION OR DATA AND THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. QUEST'S CUMULATIVE LIABILITY FOR ANY CAUSE RELATED TO OR ARISING FROM THIS AGREEMENT, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO NO GREATER THAN THE AMOUNT OF LICENSE FEES PAID TO QUEST UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RELATE TO PARTICULAR ITEMS OF SOFTWARE OR SERVICES PROVIDED BY QUEST, SUCH LIABILITY SHALL BE LIMITED TO THE FEES PAID FOR THE RELEVANT SOFTWARE OR SERVICES. NO ACTION MAY BE BROUGHT AGAINST QUEST LATER THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION OCCURRED, AND EXCEPT AS PROVIDED IN SECTION 12 ABOVE, IN NO EVENT WILL QUEST BE LIABLE FOR ANY CLAIMS, DEMANDS OR ACTIONS OF ANY NATURE BROUGHT BY ANY THIRD PARTY AGAINST LICENSEE.

14. Nondisclosure. "Confidential Information" means the Agreement, Software, source code, object code, trade secrets, know-how and any proprietary tools, proprietary knowledge or proprietary methodologies disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") and not generally available to the public. The Receiving Party shall observe complete confidentiality with respect to the Confidential Information, and shall use commercially reasonable efforts and take all reasonable steps to protect the Confidential Information from any use, reproduction, publication, disclosure, or distribution except as specifically authorized by this Agreement. The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized use or disclosure of the Confidential Information and will cooperate with the Disclosing Party in any litigation brought by the Disclosing Party against third parties to protect its proprietary rights.

15. Injunctive Relief. Each party acknowledges and agrees that in the event of a material breach of this Agreement, including but not limited to a breach of Section 2 ("License"), Section 4 ("Restrictions"), or Section 14 ("Nondisclosure") of this Agreement, the non-breaching party shall be entitled to seek immediate injunctive relief, without limiting its other rights and remedies.

16. Usage Verification. At Quest's request, but not more frequently than annually, Licensee shall furnish Quest with a document signed by Licensee's authorized representative verifying Licensee's usage of the Software. Licensee will permit Quest to review Licensee's deployment and use of the Software for compliance with the terms and conditions of this Agreement at Quest's expense. Any such reviews shall be scheduled at least fifteen (15) days in advance, shall be conducted during normal business hours at Licensee's facilities, and shall not unreasonably interfere with Licensee's business activities. If Licensee's use of the Software is found to be greater than contracted for, Licensee will be invoiced for the additional licenses or license upgrades (based on the applicable units of measure, e.g., servers, server tiers or users) and the unpaid license fees shall be payable in accordance with this Agreement. Additionally, if the unpaid fees exceed five percent (5%) of the license fees paid for the subject Software, then Licensee shall also pay Quest's reasonable costs of conducting the audit.

17. General.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Furthermore, the parties acknowledge that terms of the Uniform Computer Information Transaction Act (also known as UCITA) shall not apply to this Agreement, regardless of the states in which the parties do business or are incorporated. Any action seeking enforcement of this Agreement or any provision hereof shall be brought exclusively in the state or federal courts located in the County of Orange, State of California, United States of America. Each party hereby agrees to submit to the jurisdiction of such courts.

(b) If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect.

(c) The Software is a “commercial item” under FAR 12.201. Consistent with FAR section 12.212 and DFARS section 227.7202, any use, modification, reproduction, release, performance, display, disclosure or distribution of the Software or Documentation by the U.S. government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted herein.

(d) All notices, requests, demands or communications required or permitted hereunder, including but not limited to billing contact information, shall be in writing, delivered personally, or mailed by first class mail, postage prepaid, addressed to the parties as set forth above or at such other address as shall be specified in writing by either of the parties to the other in accordance with this Paragraph 17(d). All notices, requests, demands or communications shall be deemed effective upon personal delivery or four (4) days following deposit in the U.S. mail in accordance with this paragraph.

(e) Licensee agrees that Quest may include Licensee in Quest’s listing of customers and may announce Licensee's selection of Quest in its marketing communications.

(f) Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party, which waiver shall be effective only with respect to the specific obligation described therein.

(g) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and shall constitute one and the same instrument.

(h) Except for payment obligations, each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, communication line failures, and power failures.

(i) Quest Software Inc. is a federal contractor and Affirmative Action employer (M/F/D/V) as required by the Equal Opportunity clause C.F.R. § 60-741.5(a).

(j) This Agreement, together with the attached exhibits, if any, and Quotation Forms constitute the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement and such exhibits or Quotation Forms. The terms of any Quotation Form shall incorporate the terms and conditions of this Agreement and shall control over any conflicting terms and conditions contained in this Agreement. Terms or conditions contained in Licensee’s purchase orders shall apply only to the extent they confirm the Software and services ordered, Licensee’s commitment to pay the applicable fees, and the requested shipment date. Neither this Agreement nor any Quotation Form may be modified or amended except by a writing executed by a duly authorized representative of each party. No other act, document, usage or custom shall be deemed to amend or modify this Agreement. This Agreement and any Quotation Form are legally binding only upon receipt of Licensee’s signature and upon counter-signature by a duly authorized representative of Quest.

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).
3. This electronic report needs to be submitted as a Microsoft Excel Spreadsheet, to amsel-dsa-scp-cr@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)	*Data required only when* reporting a MOD.
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, repo the date of the order mod.
F	Date Transaction Cancelled	DD-MMM-YYYY	*Data required only for* Cancelled order/mods.
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 contrac 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 mo
M	POC Last Name	Alphanumeric (35)	Customer's Last Name. (Use this column for customer's full name wher 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)	*Data required only when* reporting a country other than USA.
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.

Z	Service or Agency	Alphanumeric (20)	Use the abbreviation from the *Service/Agency* list located at https://ascp.monmouth.army.mil/scp/content/activitylist.jsp
AA	Army Activity	Alphanumeric (20)	*Data required only for Army.* Use the abbreviation from the *Army Activi* 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)
(File Layout Definition)

1. This report is due by the 30th calendar day after each calendar quarter.
2. An e-mail response is required for negative reports (no transactions to report).
3. This electronic report needs to be submitted as a Microsoft Excel Spreadsheet, to amsel-dsa-scp-cr@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.
5. Vendor needs to ensure leading zeros are not dropped. For example, order number 0030 should not appear as 30.
6. When canceling orders, enter the date in the **Date Transaction Cancelled** column in this report.
7. NOTE: Order Transaction and Vendor Status reports are cross-referenced for reconciliation and therefore, data must be consistent in both reports (i.e. order number, dates, dollar amounts, etc.).
8. Format for 16 required columns (all 16 columns are required even when there is no data for a specific column):

Excel Column	Column Name	Format	Comments
A	Contract Number	Alphanumeric (21)	
B	Order Number	Alphanumeric (30)	Record order number **exactly** as it appears on the order.
C	Order Mod Number	Alphanumeric (25)	*Only Required when* reporting a mod.
D	Date Received by Vendor	DD-MMM-YYYY	(i.e. 09-FEB-2002)
E	Date Rejected by Vendor	DD-MMM-YYYY	*Data required only for* rejected orders.
F	Date Accepted by Vendor	DD-MMM-YYYY	A Vendor receives an order and either rejects it or accepts it as a valid order.
G	Date Transaction Cancelled	DD-MMM-YYYY	*Data required only for* Cancelled order/mods.
H	Projected Ship Date by Vendor	DD-MMM-YYYY	*Data required only when* reporting a projected ship date.
I	Vendor Ship Date	DD-MMM-YYYY	For all orders shipped by the Vendor.
J	Projected Delivery Date	DD-MMM-YYYY	*Data required only when* reporting a projected delivery date.
K	Contractually Due Date	DD-MMM-YYYY	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	*Data required only when* reporting services.
M	Service Completion Date	DD-MMM-YYYY	*Data required only when* reporting services.
N	Comments	Alphanumeric (2000)	Free text.
O	COPO#	Numeric	Number Assigned by COPO, if applicable
P	ASCP Reserved 2	Alphanumeric (2000)	Reserved for Product Leader.

Fee For Service (FFS)
(File Layout Definition)

1. FFS report applies to applicable ESI agreements only.
2. Report is due to ASCP by the 30th calendar day after each calendar quarter. The data reported is for that reporting period activity only (not a cumulative listing).
3. If no payments were received during the previous month, a negative report is required.
4. This electronic report needs to be submitted as a Microsoft Excel Spreadsheet, to amsel-dsa-scp-cr@mail1.monmouth.army.mil .
5. No extra spaces, commas, or ampersands allowed in the spreadsheet. Dashes are allowed. File name cannot be more than 50 characters in length.
6. Vendor needs to ensure leading zeros are not dropped. For example, order number 0030 should not appear as 30.
7. SPECIAL NOTE TO VENDOR(S): Order Transaction, Vendor Status, and Fee for Service 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	COLUMN FORMAT	COMMENTS
A	Report Number	Alphanumeric (21)	Must be Unique.
B	Report Type	Alphanumeric (21)	Use one of the following codes **I** = Initial Report **R =** Replace all previously reported information for this frame with this new data **M** = This report modifies some of the information reported during this time frame
C	Report Start Date	DD-MON-YYYY	(i.e. 01-MAR-2002)
D	Report End Date	DD-MON-YYYY	(i.e. 31-MAR-2002)
E	Contract Number	Alphanumeric (21)	
F	Order Number	Alphanumeric (30)	Must be reported **exactly** as shown on the customer order.
G	Order Mod Number	Alphanumeric (25)	*Data required only when* reporting a MOD.
H	Dollar Amount of Transaction	Number (12,2)	Reflects dollar amount of the transaction (order or MOD being reported). No formatting (i.e. No $ signs, commas, etc).
I	Date Transaction Sent to Vendor	DD-MON-YYYY	(i.e. 09-FEB-2002)
J	1 Percent Fee for Transaction	Number (12,2)	
K	Previous Payment Made on Transaction	Number (12,2)	
L	Current Payment	Number (12,2)	
M	Remaining Amount to be Paid	Number (12,2)	
N	Transaction Type	Alphanumeric (2)	Order types are as follows: CC = Credit Card DO = Direct Ordering (paper direct to vendor) PA = Paper (sent to vendor by COPO)
O	Other Agency Share Fee Payable	Number (12,2)	If applicable. Fee share amount due to either Navy, AF or DLA (50% of Column L)
P	Other Agency for Share Fee	Alphanumeric (21)	If applicable. Identify as 'USN', 'DLA', or 'USAF' generated Delivery Order
Q	Army Fee Payable	Number (12,2)	If applicable. Column L minus Column O Amounts
R	Comments	Alphanumeric (2000)	Free text.
S	COPO#	Numeric	Number Assigned by COPO, if applicable.
T	ASCP Reserved 2	Alphanumeric (2000)	Reserved for Product Leader.

Fee For Service (FFS) (Continued)

(File Layout Definition)

The FFS payment is calculated by dividing the "Amount Paid to Vendor" column on the army Fee-for-Service Reconciliation Report by 1.01, and then multiplying this value by .01**.** (Example provided below):

A	B	C
DOLLAR AMOUNT OF TRANSACTION	COLUMN A DIVIDED BY 1.01	SCP 1% FFS (1% OF COLUMN B)
$1,000.00	$990.10	$9.90

NOTE: The rounding feature in Excel is not to be utilized when totaling columns of numbers.

SAMPLE

VENDOR REPORT FORMAT

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
REPORT NUMBER	REPORT TYPE	REPORT START DATE	REPORT END DATE	CONTRCT NUMBER	ORDER NUMBER	MOD NUMBER	DOLLAR AMOUNT OF TRANS	DATE TRANS SENT TO VENDOR	1 PERCENT FEE FOR TRANS	PREVIOUS PYMT MADE ON TRANS	CURRENT PYMT	REMAINING AMOUNT TO BE PAID	TRANS TYPE	Other Agency Fee Payment
FFS2002-03	I	1-Mar-2002	31-Mar-2002	DAAB15-XX-X-XXXX	DO01		100000.00	14-Mar-2002	990.10	0.00	990.10	0.00	DO	495.05
FFS2002-03	I	1-Mar-2002	31-Mar-2002	DAAB15-XX-X-XXXX	DO01	0001	10000.00	15-Mar-2002	99.01	0.00	99.01	0.00	DO	0
FFS2002-03	I	1-Mar-2002	31-Mar-2002	DAAB15-XX-X-XXXX	DO16		25000.00	10-Jan-2002	247.52	100.00	100.00	47.52	DO	50.00
FFS2002-03	I	1-Mar-2002	31-Mar-2002	DAAB15-XX-X-XXXX	DO25		5000.00	12-Mar-2002	49.50	0.00	49.50	0.00	CC	0

Q	R	S	T
Army Fee Payment	Comments	ASCP Reserved 1	ASCP Reserved 2
495.05			
99.01			
50			
49.50			

- **NOTE**: REPORT BREAKS BY SPECIFIC CONTRACT/BPA WHEN VENDOR HOLDS MORE THAN 1 CONTRACT/BPA.

Attachment D

Fees and Payment

Fees and Payments

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.

2. **Acquisition, Contracting, and Technical (ACT) Fee.** The cost of awarding, administering and managing this BPA is included in the prices charged to ordering activities. The ACT fee is 2%. Remittance of the ACT fee shall be made on a calendar quarterly basis (i.e. January – March, April – June, July – September, and October – December) or as otherwise requested by the Software Product Manager (SPM) and is due thirty (30) days following approval of the report for the completed reporting period. 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. **Working Capital Fund (WCF) Fee.** Reserved

4. **Fee Distribution.** The Army, Air Force, the DLA, and the Navy are participating in a fee-sharing program. The Contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated Air Force, Army, the DLA, Navy, or DOD as appropriate.

(*For a SmartBUY agreements: The Air Force, Army, DLA, 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, 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.*)

4.1 **ALL SALES:**

The 2% ACT fee is split equally between the DoD Component whose customer places the order and the DoD Component that manages the ESI agreement. In other words, any Air Force order against an ESI agreement managed by the Navy results in a 1% portion of the 2% fee being returned to the Air Force acquisition organization (listed under Air Force Sales). The Navy will retain the entire 2% fee under orders issued for Navy activities or those activities that do not collect a fee under the ESI agreements managed by the Navy. The contractor is responsible for distributing the ACT fee to all applicable Services in accordance with the instructions herein. The amount of ACT Fee due the FMO shall be calculated at 1% for Army sales, 1% for DLA, 1%

for Air Force sales, and 2% for all other sales. For SmartBUY agreements, GSA would receive a 1% ACT fee of non-DoD sales.

Remit ACT Fee to the Financial Management Office (FMO) by corporate or cashier's check made payable to "Treasurer of the United States". No transmittal letter is required with submission of Navy fee checks.

Checks must include the following information to ensure proper crediting of the payment:
W91QUZ-005-A-0023
DoD (Quest Software Inc.) Enterprise Software Agreement or GSA SmartBUY Agreement, as appropriate
ACT Fee

If using overnight or express mail, send check to:
SPAWAR Systems Center Charleston
Attn: Elizabeth Vonasek
Norfolk Office
Code 846.2, Bldg. V53
9456 Fourth Avenue
Norfolk, VA 23511-2130

If using regular mail, send check to:
SPAWARSYSCEN Charleston
Attn: Elizabeth Vonasek
Norfolk Office
Code 846.2, Bldg V53
P.O. Box 1376
Norfolk, VA 23501-1376

4.2 **ARMY SALES:**

The amount of ACT Fee due the Program Executive Office (PEO) Enterprise Information Systems (EIS) shall be calculated at 1% of all Army sales.

Remit ACT Fee to PEO EIS by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:
BPA (W91QUZ-005-A-0023

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
Attn: SFAE-PS-EI-SCP (Attn: Financial Support Group)
Fort Monmouth, NJ 07703-5605

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

4.3 **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 (W91QUZ-005-A-0023

ESI-SW Fee Sharing

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

Send check and transmittal letter to:
DFAS OPLOC/PE
Building 603-2, Code FDA-SSG
130 West Avenue, Suite A
Pensacola, FL 32508-5120

Email, fax or mail a copy of the check & letter to:
HQ OSSG/KAU
Financial Management
501 East Moore Drive
MAFB-Gunter Annex, AL 36114-3014
FAX: (334) 416- 1351
Email: Karen.molloy@gunter.af.mil

4.4 **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: W91QUZ-005-A-0023
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

For SmartBUY agreements.
4.5 GSA SALES

The amount of ACT Fee due GSA shall be calculated at 1% of all Civilian agency sales.

Remit ACT Fee by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:
BPA W91QUZ-005-A-0023
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:

GSA
P. O. Box 880908
Dallas, TX 75388-0908

Mail a copy of the check and transmittal letter to:
GSA,
SmartBUY Program Office
Attn: Pebble Randolph
10304 Eaton Place
Fairfax, VA 22310-2213

(End of Summary of Changes)