AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 / 37

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00009	06-Dec-2010		

6. ISSUED BY CODE W91QUZ

NATIONAL CAPITAL REGION CONTRACTING CTR
2461 EISENHOWER AVENUE
ALEXANDRIA VA 22331-1700

7. ADMINISTERED BY (If other than item 6) CODE W91QUZ

NCRCC - ITEC4
2461 EISENHOWER AVENUE
ALEXANDRIA VA 22331-1700

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

TKC INTEGRATION SERVICES, LLC
DAVID HOY
3201 C ST, STE 400C
ANCHORAGE AK 99503-3967

CODE 3NBK4 FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MOD. OF CONTRACT/ORDER NO. W91QUZ-09-A-0001
X	10B. DATED (SEE ITEM 13) 24-Nov-2008

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.
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 [X] is not, ☐ 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: lcluni11101

The purpose of this modification is to:

a. Replace the current DISA fee transmittal letter, located in Section G "Fee for Service" Para. 3.1. of the BPA with the new and revised DISA fee transmittal letter for FY11.

b. Replace the current Air Force fee transmittal letter located in Section G "Fees For Service" Para. 3.1 of the BPA with the new and revised Air Force fee transmittal letter for FY11.

c. All other terms and conditions remain unchanged.

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) VALERIE MILLS / CONTRACTING OFFICER TEL: 703-325-3348 EMAIL: valerie.m.mills@us.army.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Valerie M. Mills (Signature of Contracting Officer)	16C. DATE SIGNED 06-Dec-2010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:
BPA TERMS AND CONDITIONS
BPA BACKGROUND

In the spirit of the Federal Acquisition Streamlining Act, the Department of Defense (DoD) and TKC Integration Services, LLC. (TKCIS) 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) reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations, and the evaluation of bids and offers.

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

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

This BPA has been designated as a DoD ESI and GSA SmartBUY Contract, which is open to all US 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". TCKIS acknowledges that the GSA and OMB have indicated their intent to issue regulations that make this BPA a mandatory source of Oracle products for agencies of the federal government. This understanding will be conveyed to all of Oracle's assigned federal license sales personnel, pursuant to Section E.6 of this BPA.

The Army Contracting Agency - Information Technology, E-Commerce, and Commercial Contracting Center (ITEC4) has entered into this and similar BPAs on behalf of the Project Director, Computer Hardware, Enterprise Software and Solutions (CHESS) with DLT Solutions, Inc. (DLT), immixTechnology, Inc., and Mythics, Inc (Mythics) ("Oracle Resellers with ESI BPAs") and Oracle USA, Inc. These BPAs are issued to provide the DoD database software licenses and software maintenance support in support of the Department of Defense's mission. TKCIS shall serve as the prime contractor under this BPA and orders shall be issued directly to TKCIS pursuant to GSA Schedule Contract number GS-35F-0509S (the "TKCIS GSA Contract").

The Government and TKCIS understand and agree that changes will need to be made from time to time to this BPA. This understanding will be conveyed to all of TKCIS' assigned federal license sales personnel, pursuant to Section E.6 of this BPA.

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

Attachments to this agreement are:

EXHIBIT A - PRODUCT AND PRICE LIST
EXHIBIT B - BPA REPORT FORMATS
EXHIBIT C – SAMPLE FEE TRANSMITTAL LETTERS
EXHIBIT D - DD FORM 254 (CONTRACT SECURITY CLASSIFICATION SPECIFICATION)

A. TERMS AND CONDITIONS

1. Products Available Under this BPA.

This BPA includes the Software Products and Software Maintenance listed in Exhibits A-1 through A-3. Prices for the TKCIS CLINs under this BPA are net prices.

Items included on the TKCIS GSA Contract and not listed specifically in the BPA exhibits may be purchased at rates negotiated by the Ordering Office and TKCIS under CLIN 1001 of Exhibit A-4, entitled "Additional Items-GSA Contract". Items that are not included on the TKCIS GSA Contract may be purchased in accordance with FAR 8.402(d) and Section 17 of the TKCIS 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 the TKCIS GSA Contract.

Ordering Officers may negotiate special pricing with TKCIS under CLIN 1003, Special Solutions, as set forth in Exhibit A-4, and in accordance with the terms and conditions of the TKCIS GSA Contract.

Software licenses purchased under this BPA shall be subject to the terms and conditions of the TKCIS GSA Contract, this BPA and the Order.

2. Prevailing Terms and Conditions.

All orders placed against this BPA are subject to the terms and conditions of the TKCIS 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 the TKCIS 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 TKCIS GSA Contract. Either CHESS 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 TKCIS 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. Enterprise Licenses.

Under the TKCIS SmartBUY Enterprise Licenses options defined in Exhibit A-3, Agencies under any of the fifteen Executive Departments of the U.S. Federal Government, and Independent Establishments as defined in 5 U.S.C. 104 (1) ("Agency") may procure an Enterprise License which provides for the use of certain programs on an enterprise basis for an Agency's entire population of users, provided the

programs are used only in support of the Agency's internal business operations. Specific program license bundles and pricing are shown in Exhibit A-3: "Oracle SmartBUY Enterprise Licenses". An Agency's licensed population will be specifically defined in an ordering document prepared and agreed to by the contractor and the Agency. The salient features of the Oracle SmartBUY Enterprise License include:

A. Product Coverage. The Enterprise License is available only for specific Oracle core technologies as identified in the above referenced Exhibit A-3.

B. Licensed Agency Population. The Enterprise License will be available only if an Agency wishes to license its entire population of users. The term "users" is defined to mean all employees and on-site contractors or off-site contractors accessing Agency owned or leased hardware. The programs may only be used for the purpose of supporting the Agency's internal business operations. The population must be specifically defined in the ordering document agreed to by the contractor and the Agency. The licensed Agency population must be identifiable by objective evidence, such as annual budgeting or appropriation documents. This user population specified in the ordering document is hereinafter to referred to as the "Licensed Agency Population."

C. Annual Verification and True-Up. Each Oracle SmartBUY Enterprise License shall contain an annual true-up provision agreed to by the contractor and the Agency that provides for an annual adjustment of the Licensed Agency Population. Such provision shall provide that on the first annual anniversary of the effective date of the enterprise license ordering document, and every anniversary date thereafter, the Agency shall be required to report to Oracle in writing the then current total number of users comprising the Licensed Agency Population metric (e.g., total employees and on-site and off-site support contractors) substantiated by objective evidence, as specifically defined and set forth in the ordering document. If the report to Oracle identifies an increase in the users comprising the Agency Population compared to the Licensed Agency Population (as originally established or as adjusted by a previous true-up), the Agency shall be required to place an order to account for the additional usage of the Enterprise License as well as to provide for additional Technical Support associated with the additional usage. This adjustment shall only be required when users comprising the Agency Population:

(a) increase by three percent (3%) or more over the Licensed Agency Population and the Licensed Agency Population is less than 15,001;

(b) increase by two percent (2%) or more over the Licensed Agency Population and the Licensed Agency Population is between 15,001 to 99,999;or

(c) increase by one percent (1%) or more over the Licensed Agency Population and the Licensed Agency Population is greater than 99,999.

If, on the annual anniversary date, there is no change or a decrease in the users comprising the Licensed Agency Population, no additional fees shall be due and the Licensed Agency Population will remain unchanged. An Agency shall not be entitled to a refund, credit or other consideration of any kind in the event of a reduction in the number of users comprising the Licensed Agency Population.

Note: *Unless specifically provided otherwise in the ordering document between the contractor and the Agency, all true-up and technical support renewals shall occur between Oracle and the Agency, even if the original ordering document was not directly with Oracle*.

Note: *If on any anniversary date, the Agency elects not to certify, update the Enterprise License, or provide payment (if appropriate), upon Oracle's prior written notice to the Agency, the Enterprise License shall revert to Oracle's standard license metrics; any such reversion shall be in accordance with Oracle's standard migration policies and license metrics*

in effect at the time. In no event shall the Agency be entitled to any refund or other consideration, nor shall the Agency be relieved of any obligation to pay for technical support that the Agency may have ordered, should the Agency cause such reversion under this provision. If the Agency is not current on technical support for the Enterprise License at the time this clause is invoked, the Agency shall be required to pay appropriate fees for lapsed support pursuant to Oracle's standard policy in order to purchase technical support for the licenses resulting from this provision. This provision shall not require Oracle to deliver any programs nor entitle Agency to any program updates.

D. Support Cap: Enterprise Licenses acquired under this BPA will have a 0% support cap for the initial two annual support renewals and a 2% support cap for the third annual support renewal.

E. Assignment of Enterprise Licenses: In the event an Agency that has purchased an Enterprise License under this BPA ("Licensed Agency") is re-organized or restructured such that its responsibilities and operations are transferred to another Agency, such Licensed Agency shall have the right to assign affected program licenses to a successor. Such assignment shall only be effective if: (1) the Licensed Agency provides advance written notice to Oracle; (2) the Licensed Agency has continuously maintained Software Update License & Support; and, (3) the Licensed Agency and the successor Agency agree to be bound in writing to appropriate modifications and/or ordering documents as mutually agreed by the parties to effectuate the assignment.

F. Surge Usage for National Defense. Where appropriate, subject to mutual agreement, DoD and Agencies directly supporting national security efforts may be provided surge usage in the event of a war or national mobilization. The following language may be included in the ordering document, subject to contractor's agreement:

> "In the event of a declaration of war or national mobilization, for a period of time no greater than twelve months, there shall be no limit on the number of licenses for the Programs for temporary use by the 'ordering Activity' to support its operations. This temporary use is only for Programs licensed on this Ordering Document."

G. Migration: Agencies shall migrate programs previously licensed into the Enterprise License pursuant to Oracle's then current migration policies, to the extent the Agency is up to date on technical support. At the time of migration of such program licenses, it will be necessary for the contracting officer to agree to terminate the migrated licenses and to provide the contractor written assurance in the ordering document indicating that the Agency is authorized to enter into the migration option with respect to the terminated licenses. Except for credit provided under Oracle's then current migration policy, Customer shall not be entitled to any refund or other consideration should Customer elect to migrate to the Enterprise License.

H. Open Market. TKCIS does not maintain an Enterprise License metric on its GSA Contract; however, software programs in the bundles in Exhibit A-3, which are being made available under this BPA, are on the TKCIS GSA Contract. Any programs not on the underlying TKCIS GSA Contract must be identified as open market items at the time of order placement.

7. Pricing.

The base price offered by TKCIS under this contract for any software product under a lease or special solution shall not exceed the price of that software product based on the same program/metric/license combination available on this BPA. The terms of the lease shall be at least as good as the rates provided in the applicable GSA Contract.

TKCIS agrees that in no case shall the prices charged under this BPA be more than the prices reflected in the TKCIS GSA Contract for identical products (as defined by the program/metric/license combination) and first year technical support services. No less than quarterly, TKCIS shall propose to adjust its BPA CLIN prices to reflect price adjustments made during the previous quarterly period under its GSA Contract for the identical products and first year technical support services. These price adjustments will include any economic price increases in the GSA Contract prices.

8. Discount Structure.
All prices in Exhibits A-1 through A-3 are net prices; there are no additional discounts.

9. Voluntary Price Reductions and Special Solutions.
TKCIS 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 CHESS Software Product Manager. In addition, TKCIS may negotiate special discounts for specific orders for their respective CLINs. These special discounts shall be negotiated under CLIN 1003, Special Solutions.

10. Audits.

Unless expressly provided otherwise in an individual order, Licensee shall perform an internal audit annually 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. The Licensee will furnish TKCIS with a signed certification that the programs are being used pursuant to the provisions of the order including but not limited to the license quantities, or Licensee shall permit TKCIS 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 TKCIS personnel or its authorized representatives must have appropriate security clearances to gain access to Licensee site or data, if required.

11. Maintenance.

A. Annual Technical Support for Programs is provided under Oracle's Technical Support policies, which are in effect on the date Technical Support services are ordered. The current version of the technical support policies may be accessed at http://oracle.com/contracts. Oracle's Technical Support policies are subject to change at Oracle's discretion; however, Oracle will maintain a materially equivalent level of services provided for supported programs during the period for which fees for technical support have been paid.
B. Oracle will provide twelve months notice prior to desupporting any product acquired under this BPA; notice will be provided in the same manner as it is to other customers via Metalink provided customer has continually maintained technical support.
C. If Oracle reduces or replaces the functionality contained in the licensed products ("Licensed Product"), and provides this functionality as a separate or renamed product ("Product") at no additional cost to customers currently under Oracle technical support for the Licensed Product, then an ordering Activity shall be entitled to the license of such Product which is generally available in production release at no additional license or maintenance fee, provided that such Ordering Activity is under then current Oracle technical support for that Licensed Product, and subject to the terms and agreements of the applicable license agreement.

12. Reporting and Payment of Fees.

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

1. Reporting:
   a. Submittal of Deliverable reports to Army CHESS on a quarterly basis (See Exhibit C)
   b. Accuracy of Report Data
   c. Submittal of applicable GSA reports

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

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 TKCIS 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 CHESS.

2. BPA POINTS OF CONTACT:

a. Procuring Contracting Officer (PCO):
Name: Donna Harris
U.S. Army Contracting Agency – ITEC4
Phone: 703-325-4625
Fax: 703-428-9842
Email: donna.s.harris@us.army.mil

b. Software Product Manager (SPM):
Name: Diane Grim
CHESS
Phone: 732-427-6723
Fax: 732-532-5185
Email: diane.grim@us.army.mil

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

d. TKCIS-Contractual:
Name: Cheryl Burns
Phone : (571) 723-4252
Fax : (703) 995-4356
Email: cheryl.burns@tkcis.com

TKCIS – Program Management/Reporting:
Name: Joel Lipkin
Phone: (703) 472-5774
Fax: (703) 991-7567
Email: joel.lipkin@tkcis.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 the CHESS web site at https://ascp.monmouth.army.mil

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 DoD 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, then the contracting officer or requiring official may use an alternate method of acquisition, subject to laws and policy.

c. If the required software or maintenance are not available from inventory but are available from an ESA, then the contracting officer or requiring official must follow the procedure in the DFARS Section 208.74.

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, FAR 8.4 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 APM-ASCP 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 BPA CLIN number.

3. Delivery. Deliveries shall be made to the locations specified in each order in accordance with the terms of the TKCIS 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 the TKCIS 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. Commercial interim payment is authorized.

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. TKCIS 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 in the continental United States). 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).** TKCIS 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 TKCIS shall report on among other things, status of BPA sales, marketing and any outstanding issues concerning the BPA, as well as changes to TKCIS business practices that TKCIS 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.** TKCIS shall ensure that all of its assigned 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 Emall-IT Corridor.** As the scope of the DoD Emall-IT Corridor becomes finalized, TKCIS will work with the Government to participate in this Government electronic ordering program as is mutually agreeable.

9. **Multicore Processor Hardware.** The following shall apply with respect to new acquisition of programs available for licenses on a processor basis hereunder: ESI acknowledges that Oracle's then-current commercial policies with respect to processor licenses for multicore processor hardware shall apply unless different terms and conditions are negotiated within a specific ordering document.

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. FEE FOR SERVICE.

The Fee for Service (FFS) is 2% and represents the cost of awarding and administering this BPA. The FFS is in addition to the net product fees. Remittance of the FFS shall be made on a calendar quarter basis (i.e., January-March; April-June; July-September; and October-December) and is due thirty (30) days following the completion of the reporting period. Negative reports are required.

The Navy, Army, Air Force, DISA, DLA and GSA (for Civilian Agency Customers) are participating in a fee-sharing program. The contractor shall collect the 2% FFS under CLIN 1004 of the BPA. The following are examples of the methodology to be used in the calculation of the FFS:

License and 1st Year Technical Support (from Exhibit A)	$584,500.00
CLIN 1004 FFS (2%)	$11,690.00
TOTAL on PO	$596,190.00
License and 1st Year Technical Support (from Exhibit A)	$1,500,000.00
CLIN 1004 FFS (2%)	$30,000.00
TOTAL on PO	$1,530,000.00
Technical Support Renewals	$50,000.00
CLIN 1004 FFS (2%)	$1,000.00
TOTAL on PO	$51,000.00

The FFS shall be distributed in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service appearing in Column Z of the monthly Order Transactions Report. This field shall be notated DON, DOA, DISA, DOAF, DLA, or GSA as appropriate.

Fee for Service Report

TKCIS is required to submit a Fee for Service Report to CHESS by the 30th calendar day after the end of each calendar quarter. If no payments were received during the reporting period a negative report is required. Reports are non-cumulative, and should represent only the activity for the reporting period. CHESS will report sales to fee-sharing participants upon receipt of contractor Fee for Service Report.

CIVILIAN AGENCY SALES

EXHIBIT C, FEES AND PAYMENTS- TRANSMITTAL LETTERS

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:

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.

NAVY SALES (updated August 2010)

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "Treasurer of the United States". No transmittal letter is required with submission of Navy fee checks.

Checks must include the following information to ensure proper crediting of the payment:
BPA *(fill in applicable #)*
DoD *(fill in name of agreement)* Enterprise Software Agreement
ACT Fee

For US Postal Service mail or USPS Express Mail, send check to:
SPAWARSYSCEN PACIFIC
Attn: Henry Ingorvate
Code 55190, Bldg. 91
53560 Hull Street
San Diego, CA 92152-5001

For Federal Express, United Parcel Service, DHL or Other Courier Services, send check to:
SPAWARSYSCEN PACIFIC
Shipping and Receiving
Receiving Officer (OT 7)
Attn: Henry Ingorvate
Code 55190, Bldg. 91
4297 Pacific Hwy.
San Diego, CA 92110

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

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-SCP (Attn: Margaret Kirsch)
Squier Hall, Bldg. 283

Fort Monmouth, NJ 07703

Email a copy of the check and letter to: MONM-EISASCPVndrRpts@Conus.army.mil

3.3 AIR FORCE SALES:

(COMPANY NAME BLOCK)

(DATE BLOCK)

MEMORANDUM FOR DEFENSE FINANCE and ACCOUNTING SERVICE
Disbursing Operations Directorate
FOR: 3801-Limestone Field Site
8899 E 56th Street
Indianapolis, IN 46249-9339

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

SUBJECT: Collection of Checks for **ESI SW** – FY11
(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:
5713400 301 47MZ 4G4ZKW 040000 43940 72806F 667100 F67100 SC: 97 CSN: 007999
FSR: 015322 PSR: 590727 DSR: 129583
MORD: F2XTKB0273M004
NOTE: Please do not alter any of the information above.

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

[Signature Block]

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

THE FOLLOWING REQUIREMENTS ARE VERY IMPORTANT PLEASE FOLLOW:

1. Make checks payable to: **3801-LI**

2. Send both: **ORIGINAL CHECK and ORIGINAL TRANSMITTAL LETTER to the ADDRESS IN THE BLOCK at the TOP OF THIS LETTER**.

3. Email both the following:
   A. **A COPY of both: check and transmittal letter to**: kabfinance@gunter.af.Mil

   B. Attach electronically (in Excel format) the SALES REPORT (per BPA requirements).

   C. **Subject Line Format of e-mail MUST be as follows**:

Contract Number with hyphens, Sales Reports Month Year, Contract Name, and Contractor Name
[Example: FA0000-00-A-0000, Sales Reports June 2010, ESI SW, Vendor, Inc.]

D. PLEASE FOLLOW YOUR CONTRACT CHANGES REGARDING SURCHARGE FEES

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

Or email a copy of the check to:
Email: Susan.Lizzi@dla.mil

3.5 DISA SALES

LETTER OF TRANSMITTAL FOR DISA FEE PAYMENTS

MEMORANDUM FOR DFAS-CO
Finance and Accounting Office
Attn: Disbursement Office (Tom Triplett)
3990 East Broad St., Bldg. 21
Columbus, Ohio 43213

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 **Treasurer of the United States**
   b. Mail original check to address above
   c. Checks must be accompanied by this transmittal letter.

2. To ensure proper crediting of the payment, DISA shall use the following accounting data.
   - **LOA:** 9710100.4300 P10303148K ZZDI0 SI 2531 DSIMO16608 S12137

3. Direct questions to Jonnice Medley, 703-681-2091

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

For SmartBUY agreements add the below:

3.6 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(ww.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 requiresecurity 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 TOs. 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 TOs.

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

Oracle Program Name	Price Notes	Oracle License Basis List of Exhibits – ce Tables gy Program Licenses ss Suite Program Licenses martBUY Enterprise License CIS CLINs rt Formats tters for Transmittal of FFS Exhibits A-1 and A-2 have been provided at the following website: https://ascp.monmouth.army.mil/scp/contracts/DEAL-O_homepage.jsp Customers can click on the link at the bottom of the page to access the TKCIS BPA. Exhibit A-3 Option #1 - Oracle DB-EE	Net License Fee Per User	Annual Support Software Update License & Support
Oracle Database Enterprise Edition		Licensed Users *	$200.00	$44.00

Enterprise License Add-On Purchases

(Prices are available for Licenses Purchased at Time of Enterprise License.)

Oracle Program Name	Price Notes	Oracle License Basis	Net License Fee Per User/ Processor	Annual Support Software Update License & Support

Oracle Database Enterprise Edition Options				
Advanced Security	1	Licensed Users *	$50.00	$11.00
Partitioning	1	Licensed Users *	$50.00	$11.00
Spatial	1	Licensed Users *	$50.00	$11.00
Real Application Clusters	1	Licensed Users *	$100.00	$22.00
Label Security	1	Licensed Users *	$50.00	$11.00
Enterprise Managers				
Diagnostics Pack	1	Licensed Users *	$15.00	$3.30
Tuning Pack	1	Licensed Users *	$15.00	$3.30
Change Management Pack	1	Licensed Users *	$15.00	$3.30
Configuration Management Pack	1	Licensed Users *	$15.00	$3.30
Internet Application Server				
Internet Application Server Enterprise Edition		Licensed Users *	150.00	33.00
Oracle Database				
Enterprise Edition		Processor	$10,000.00	$2,200.00
Enterprise Edition Options:				
Partitioning	1	Processor	$2,500.00	$550.00
Spatial	1	Processor	$2,500.00	$550.00
Advanced Security	1	Processor	$2,500.00	$550.00
Real Application Clusters	1	Processor	$5,000.00	$1,100.00
Label Security	1	Processor	$2,500.00	$550.00
Enterprise Managers				
Diagnostics Pack	1	Processor	$750.00	$165.00
Tuning Pack	1	Processor	$750.00	$165.00
Change Management Pack	1	Processor	$750.00	$165.00
Configuration Management Pack	1	Processor	$750.00	$165.00
Internet Application Server				
Internet Application Server Enterprise Edition		Processor	$7,500.00	$1,650.00

NOTES:

- All users of this BPA are required to paid the FFS fee in addition to Net License Fee
- All fees shown for Enterprise License are NET fees; there are no additional discounts.
- Enterprise License must cover ALL Agency Population.
- Enterprise License is for purposes of direct internal business of buying Agency only.
- Additional Terms (such as Verification, True-up, Transferability, Support Cap) to be defined in Ordering Document.
- Options must match the number of licenses of the associated database.
- Licensed User is not a standard metric on GSA Schedule Contract GS-35F-0509S and is offered as part of the BPA Special Solutions as defined in section 9. Voluntary Price Reductions and Special Solutions. All programs offered as Special Solutions are on the TKCIS GSA Contract GS-35F-0509S.

Exhibit A-3 ORACLE SmartBUY Enterprise Licenses

Option #2 - Oracle DB-EE and iAS-EE (CLIN ORA-EL2)

Oracle Program Name	Price Notes	Oracle License Basis	Net License Fee Per User	Annual Support Software Update License & Support
Oracle Database Enterprise Edition Internet Application Server Enterprise Edition		Licensed Users *	$280.00	$61.60

Enterprise License Add-On Purchases

(Prices are available for Licenses Purchased at Time of Enterprise License.)

Oracle Program Name	Price Notes	Oracle License Basis	Net License Fee Per User/ Processor	Annual Support Software Update License & Support
Oracle Database Enterprise Edition Options				
Advanced Security	1	Licensed Users *	$40.00	$8.80
Partitioning	1	Licensed Users *	$40.00	$8.80
Spatial	1	Licensed Users *	$40.00	$8.80
Real Application Clusters	1	Licensed Users *	$80.00	$17.60
Label Security	1	Licensed Users *	$40.00	$8.80
Enterprise Managers				
Diagnostics Pack	1	Licensed Users *	$12.00	$2.64
Tuning Pack	1	Licensed Users *	$12.00	$2.64
Change Management Pack	1	Licensed Users *	$12.00	$2.64
Configuration Management Pack	1	Licensed Users *	$12.00	$2.64
Oracle Database				
Enterprise Edition		Processor	$8,000.00	$1,760.00
Enterprise Edition Options:				
Partitioning	1	Processor	$2,000.00	$440.00
Spatial	1	Processor	$2,000.00	$440.00
Advanced Security	1	Processor	$2,000.00	$440.00
Real Application Clusters	1	Processor	$4,000.00	$880.00
Label Security	1	Processor	$2,000.00	$440.00
Enterprise Managers				
Diagnostics Pack	1	Processor	$600.00	$132.00
Tuning Pack	1	Processor	$600.00	$132.00
Change Management Pack	1	Processor	$600.00	$132.00

Exhibit A-3 ORACLE SmartBUY Enterprise Licenses

Option #2 - Oracle DB-EE and iAS-EE (CLIN ORA-EL2)

Configuration Management Pack	1	Processor	$600.00	$132.00
Internet Application Server				
Internet Application Server Enterprise Edition		Processor	$6,000.00	$1,320.00

NOTES:

- All users of this BPA are required to paid the FFS fee in addition to Net License Fee
- All fees shown for Enterprise License are NET fees; there are no additional discounts.
- Enterprise License must cover ALL Agency Population.
- Enterprise License is for purposes of direct internal business of buying Agency only.
- Additional Terms (such as Verification, True-up, Transferability, Support Cap) to be defined in Ordering Document.
- Options must match the number of licenses of the associated database.
- Licensed User is not a standard metric on GSA Schedule Contract GS-35F-0509S is offered as part of the BPA Special Solutions as defined in section 9. Voluntary Price Reductions and Special Solutions. All programs offered as Special Solutions are on the TKCIS GSA Contract GS-35F-0509S.

Exhibit A-3 ORACLE SmartBUY Enterprise Licenses

Option #3 - Oracle DB-EE Stack with iAS-EE (CLIN ORA-EL3)

Oracle Program Name	Price Notes	Oracle License Basis	Net License Fee Per User	Annual Support Software Update License & Support
Oracle Database Enterprise Edition				
Oracle Database Enterprise Edition Options				
Advanced Security				
Partitioning				
Spatial				
Real Application Clusters				
Label Security		Licensed Users *	$454.40	$99.97
Enterprise Managers				
Diagnostics Pack				
Tuning Pack				
Change Management Pack				
Configuration Management Pack				
Internet Application Server				
Internet Application Server Enterprise Edition				

Enterprise License Add-On Purchases

(Prices are available for Licenses Purchased at Time of Enterprise License.)

Oracle Program Name	Price Notes	Oracle License Basis	Net License Fee Per Processor	Annual Support Software Update License & Support
Oracle Database				
Enterprise Edition		Processor	$6,400.00	$1,408.00
Enterprise Edition Options:				
Partitioning	1	Processor	$1,600.00	$352.00
Spatial	1	Processor	$1,600.00	$352.00
Advanced Security	1	Processor	$1,600.00	$352.00
Real Application Clusters	1	Processor	$3,200.00	$704.00
Label Security	1	Processor	$1,600.00	$352.00
Enterprise Managers				
Diagnostics Pack	1	Processor	$480.00	$105.60
Tuning Pack	1	Processor	$480.00	$105.60
Change Management Pack	1	Processor	$480.00	$105.60
Configuration Management Pack	1	Processor	$480.00	$105.60

Exhibit A-3 ORACLE SmartBUY Enterprise Licenses

Option #3 - Oracle DB-EE Stack with iAS-EE (CLIN ORA-EL3)

Internet Application Server				
Internet Application Server Enterprise Edition		Processor	$4,800.00	$1,056.00

NOTES:

- All users of this BPA are required to pay the FFS fee in addition to Net License Fee
- All fees shown for Enterprise License are NET fees; there are no additional discounts.
- Enterprise License must cover ALL Agency Population.
- Enterprise License is for purposes of direct internal business of buying Agency only.
- Additional Terms (such as Verification, True-up, Transferability, Support Cap) to be defined in Ordering Document.
- Options must match the number of licenses of the associated database.
- Licensed User is not a standard metric on GSA Schedule Contract GS-35F-0509S and is offered as part of the BPA Special Solutions as defined in section 9. Voluntary Price Reductions and Special Solutions. All programs offered as Special Solutions are on the TKCIS GSA Contract GS-35F-0509S.

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
Special Solutions* – Support Renewals	**1003SR**	TBD
Special Solutions* – Lease	**1003LS**	TBD
Fee for Service - 2% FFS in accordance with Section F of BPA	**1004**	TBD

*Special Solutions are comprised of products on the TKCIS GSA Schedule offered at special pricing.

Exhibit A-4 Additional Pricing

TKC Integration Services, LLC
ESI BPA

Exhibit A-4
PRIMAVERA PROGRAM LICENSES

Manufacturer	TKCIS Part No.	Product Description	Commercial List Price	Proposed SmartBUY Price w/ IFF
Oracle	110.Prim.Comp.SLic.0001	Products - Primavera P6 Enterprise Project Portfolio Management per Application User LIC Supp w/ Min 10	$ 605.00	$ 286.63
Oracle	110.Prim.Comp.SLic.0002	Products - Primavera P6 Professional Project Management per Application User LIC Supp	$ 550.00	$ 260.58
Oracle	110.Prim.Comp.SLic.0003	Products - Primavera Contract Management per Application User LIC Supp	$ 440.00	$ 208.45
Oracle	110.Prim.Comp.SLic.0004	Products - Primavera Earned Value Management per Application User LIC Supp	$ 2,200.00	$ 1,042.28
Oracle	110.Prim.Comp.SLic.0005	Products - Primavera Risk Analysis per Application User LIC Supp	$ 2,090.00	$ 990.17
Oracle	110.Prim.Comp.SLic.0006	Products - Primavera Portfolio Management per Application User LIC Supp w/ Min 50	$ 638.00	$ 302.26
Oracle	110.Prim.Comp.SLic.0007	Products - Primavera Capital Planning and Investment Control Budgeting per Application User LIC Supp w/ Min 50	$ 440.00	$ 208.45
Oracle	110.Prim.Comp.SLic.0008	Products - Primavera P6 Reporting Database per Processor LIC Supp	$ 5,500.00	$ 2,605.71
Oracle	110.Prim.Comp.SLic.0009	Products - Primavera SureTrak per Application User LIC Supp	$ 218.90	$ 103.71
Oracle	110.Prim.Comp.SLic.0010	Products - Primavera Contractor per Application User LIC Supp	$ 284.90	$ 134.98
Oracle	110.Prim.Comp.SLic.0011	Integration Products - Primavera Inspire for SAP per Application User LIC Supp	$ 19,800.00	$ 9,380.56
Oracle	110.Prim.Comp.SLic.0012	Integration Products - Primavera Web Services per Application User LIC Supp w/ Min 10	$ 110.00	$ 52.11
Oracle	110.Prim.Comp.SLic.0013	Grandfathered Products - Primavera P3 Project Planner per Application User LIC Supp	$ 550.00	$ 260.58
Oracle	110.Prim.Comp.SLic.0014	Grandfathered Products - Primavera Evolve (Controlled Availability) per Application User LIC Supp	$ 660.00	$ 312.69
Oracle	110.Prim.Comp.SLic.0015	Grandfathered Products - Primavera P6 Enterprise Project Portfolio Management (Pre 6.2) per Application User LIC Supp w/ Min 10	$ 605.00	$ 286.63
Oracle	110.Prim.Comp.SLic.0016	Grandfathered Products - Primavera P6 Professional Project Management (Pre 6.2) per Application User LIC Supp	$ 550.00	$ 260.58

Exhibit B

CHESS

Contract Management
Deliverables
For
ESI Contracts

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. Excel (.xls). 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 CHESS-VndrRpts@conus.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 CHESS 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 CHESS for content as well as formatting. If CHESS 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 .xls. For example, the first revision of an OT report would be named Contractnumber_OT_yyyy_mm_dd_cum-1(Rev1).xls. 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 CHESS 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 CHESS 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.xls. 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.xls, 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 CHESS "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 CHESS "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/
k. Worksheet must be named OT.

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	5000000.00	5000000.00	5000000.00
ORA-123	Software Product #1	5	0.00	0.00	5000000.00
ORA-124	Software Product #2	2	0.00	0.00	5000000.00
ORA-125	Software Product #3	10	0.00	0.00	5000000.00

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: If there is no specific BPA CLIN to cover 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:

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

Correcting items ordered previously reported for an order/mod.

3. Fee for Service (FFS) Report

a. This report applies to applicable ESI Agreements only.
b. FFS Report is due to CHESS **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 CHESS-VndrRpts@conus.army.mil, with a copy furnished to the cognizant CHESS 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.).

i. Worksheet must be named FFS

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 (25)	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 (35)	Y	Customer’s Last Name
POC First Name	Alphanumeric (35)	Y	Customer’s First Name.
POC Title	Alphanumeric (35)	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 (30)	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 (1)	Y	If transaction involves a Reduced or Waived ACT Fee, indicate here. **R** = Reduced ACT FEE **W** = Waived ACT FEE If not, leave this field blank.
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 for this file	Number (12,2)	Y	The sales on contract that are included in this file being submitted.
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.

Fee for Service (FFS)

Column Name	Format	Required?	Comments
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 (12,2)	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 (12,2)	Y	Enter amount of ACT Fee for Transaction **No formatting** (i.e., no $ signs, commas, etc.)
Reduced/Waived ACT Fee	Alphanumeric (1)	Y	If transaction involves a Reduced or Waived ACT Fee, indicate here. **R**- Reduced ACT Fee **W -** Waived ACT Fee If not, leave this field blank
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 (250)	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 (250)	Y	Free Text
ACT Fee Recap			Enter Amount Due Each Service for This Report
Army & Other DoD ACT Fee	Alphanumeric (12,2)	Y	Enter Amount Due Army for This Report
Air Force ACT Fee:	Alphanumeric (12,2)	Y	Enter Amount Due Air Force for This Report
DLA ACT Fee:	Alphanumeric (12,2)	Y	Enter Amount Due DLA for This Report
DISA ACT Fee:	Alphanumeric (12,2)	Y	Enter Amount Due DISA for This Report
Navy ACT Fee:	Alphanumeric (12,2)	Y	Enter Amount Due Navy for This Report
GSA ACT Fee:	Alphanumeric (12,2)	Y	Enter Amount Due GSA for This Report

EXHIBIT C

TRANSMITTAL LETTERS
SAMPLE TRANSMITTAL LETTERS

FOR ARMY

Date:

MEMORANDUM FOR
PEO Enterprise Information Systems
Computer Hardware, Enterprise Software & Solutions (CHESS)
SFAE-PS-CH (Attn: Margaret Kirsch)
Building 283 (Squier Hall)
Fort Monmouth, NJ 07703-5605

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

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

1. Collection of the check will include the following:

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

      PEO Enterprise Information Systems
      Computer Hardware, Enterprise Software & Solutions(CHESS)
      SFAE-PS-CH (Attn: Margaret Kirsch)
      Building 283 (Squier Hall)
      Fort
      Monmouth, NJ 07703-5605

2. Direct questions to: Margie Kirsch, 732.427.6613

3. Provide copies of this letter and check to : CHESS-VndrRpts@conus.army.mil

EXHIBIT C

For Air Force

(COMPANY NAME)

(Date)

MEMORANDUM FOR DEFENSE FINANCE and ACCOUNTING SERVICE
Disbursing Operations Directorate

FOR: 3801 Limestone Field Site
8899 E 56th Street
Indianapolis, IN 46249-9339

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

SUBJECT: Collection of Checks for **ESI SW** – FY08 (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:
   5783400 308 47MZ 4G4ZKW 040000 592RR 72806F 667100 SC: 97 CSN: 007999
   FSR: 035483 PSR: 996643 DSR: 619624
   MORD: F2XTKB7277M007
   NOTE: Please do not alter any of the information above.

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

(Signature)

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

Additional Requirements are as Follows:

1. Make checks payable to: 3801-LI
2. Send both the check and this transmittal letter to above address.
3. E-mail both:
- A copy of the check and transmittal letter to kabfinance@gunter.af.mil
- Please include with the above documents the CCR and DOSR(if applicable)
- Subject Line Format of e-mail should be as follows:

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

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

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

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

EXHIBIT D

DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION
(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

1. CLEARANCE AND SAFEGUARDING
a. FACILITY CLEARANCE REQUIRED: TOP SECRET
b. LEVEL OF SAFEGUARDING REQUIRED: TOP SECRET

2. THIS SPECIFICATION IS FOR: *(X and complete as applicable)*

X	a. PRIME CONTRACT NUMBER W91QUZ-09-A-0001	
	b. SUBCONTRACT NUMBER	
	c. SOLICITATION OR OTHER NUMBER	DUE DATE *(YYYYMMDD)*

3. THIS SPECIFICATION IS: *(X and complete as applicable)*

	a. ORIGINAL *(Complete date in all cases)*		DATE *(YYYYMMDD)*
	b. REVISED *(Supersedes all previous specs)*	REVISION NO.	DATE *(YYYYMMDD)*
	c. FINAL *(Complete Item 5 in all cases)*		DATE *(YYYYMMDD)*

4. IS THIS A FOLLOW-ON CONTRACT? [ ] YES [X] NO. If Yes, complete the following:
Classified material received or generated under _____ *(Preceding Contract Number)* is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254? [ ] YES [X] NO. If Yes, complete the following:
In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____

6. CONTRACTOR *(Include Commercial and Government Entity (CAGE) Code)*

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*
TKC INTEGRATION SERVICES LLC 3201 C ST., STE 400C ANCHORAGE AK 99503-3967	3NBK4	

7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*

8. ACTUAL PERFORMANCE

a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

10. CONTRACTOR WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	X		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	X	
b. RESTRICTED DATA	X		b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		X
d. FORMERLY RESTRICTED DATA	X		d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		X
e. INTELLIGENCE INFORMATION			e. PERFORM SERVICES ONLY		
(1) Sensitive Compartmented Information (SCI)	X		f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	X	
(2) Non-SCI	X		g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		X
f. SPECIAL ACCESS INFORMATION	X		h. REQUIRE A COMSEC ACCOUNT		X
g. NATO INFORMATION	X		i. HAVE TEMPEST REQUIREMENTS		X
h. FOREIGN GOVERNMENT INFORMATION	X		j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	X	
i. LIMITED DISSEMINATION INFORMATION	X		k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		X
j. FOR OFFICIAL USE ONLY INFORMATION	X		l. OTHER *(Specify)*		X
k. OTHER *(Specify)*		X			

DD FORM 254, DEC 1999 PREVIOUS EDITION IS OBSOLETE. Adobe Professional 7.0

12. PUBLIC RELEASE. Any information *(classified or unclassified)* pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release [ ] Direct [ ] Through *(Specify)*

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. *(Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)*

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. [ ] Yes [ ] No
(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. [ ] Yes [ ] No
(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE *(Include Area Code)*

d. ADDRESS *(Include Zip Code)*	**17. REQUIRED DISTRIBUTION**
	[ ] a. CONTRACTOR
	[ ] b. SUBCONTRACTOR
	[ ] c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
e. SIGNATURE	[ ] d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
	[ ] e. ADMINISTRATIVE CONTRACTING OFFICER
	[ ] f. OTHERS AS NECESSARY

DD FORM 254 (BACK), DEC 1999

(End of Summary of Changes)