

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 45
2. AMENDMENT/MODIFICATION NO. P00016	3. EFFECTIVE DATE 08-Dec-2010	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY NATIONAL CAPITAL REGION CONTRACTING CTR 2461 EISENHOWER AVENUE ALEXANDRIA VA 22331-1700	CODE W91QUZ	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DLT SOLUTIONS, INC. EDWARD ABBOT 13861 SUNRISE VALLEY DR STE 400 HERNDON VA 20171-6126		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. W91QUZ-06-A-0004		
		X 10B. DATED (SEE ITEM 13) 14-Aug-2006		
CODE 0S0H9	FACILITY CODE 0S0H9			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: lcluni11367 The purpose of this modification is to: a. Replace the current DISA fee transmittal letter, located in Section G "Fees and Payments" 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 and Payments" 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 <i>Valerie M. Mills</i> (Signature of Contracting Officer)	16C. DATE SIGNED 10-Dec-2010	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been modified:

TRANSMITTAL LETTERS

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

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

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

BPA TERMS AND CONDITIONS

**DoD ESI and GSA SmartBUY
BLANKET PURCHASE AGREEMENT**

In the spirit of the Federal Acquisition Streamlining Act, the Department of Defense (DoD) and DLT Solutions, Inc (DLT) wish to 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 Schedule Contract # GS-35F-4543G).

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

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

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

This BPA has been designated as a DoD ESI and GSA SmartBUY Contract, which is open to all U.S. Executive Agencies (as defined in 48 CFR 2.1), including the DoD and authorized contractors, except as restricted herein. DLT acknowledges that the GSA and OMB have indicated their intent to issue regulations that make this BPA a mandatory source of Quest Software products for agencies of the federal government. This understanding will be conveyed to all of Quest Software'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 Assistant Project Manager Army Small Computer Program (APM-ASCP) with DLT for Quest Software. These BPAs are issued to provide the Department of Defense (DoD) database software licenses, software maintenance support, training and consulting services in support of the Department of Defense's mission. DLT shall serve as the prime contractor under this BPA and orders shall be issued directly to DLT pursuant to DLT's GSA Schedule GS-35F-4543G ("DLT's GSA Contract").

The Government and DLT Solutions, Inc. (DLT) understand and agree that changes will need to be made from time to time to this BPA. DLT and DoD ESI will continue to endeavor to negotiate DOD ESI / SmartBUY Ts&Cs for Quest Software Products and DLT shall provide a copy of its BPA to each DOD ESI / SmartBUY Partner so that each Partner may determine the extent to which such changes may apply to their BPA.

This BPA and all orders hereunder are subject to the following terms and conditions:

A. TERMS AND CONDITIONS

1. Pursuant to General Services Administration (GSA) Federal Supply Services (FSS) Contract Number GS Schedule Contract # GS-35F-4543G, DLT agrees to the following terms of a Blanket Purchase Agreement (BPA) with 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 DLT 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.

The Software Products, Software Maintenance, Training and Consulting Services listed in DLT's BPA Pricing tables (including all subCLINs) comprise the most frequently ordered Quest Software products being purchased as of the date of this BPA. The price discounts for the DLT's CLINs under this BPA are provided at DLT's attached Discount Pricing table.

Software licenses purchased under this BPA shall be perpetual software licenses, subject to the license terms of DLT's GSA Contract, this BPA and the Order. However, the license terms in an order shall prevail over the applicable GSA Contract and this BPA. All orders placed against this BPA are subject to the terms and conditions of DLT's GSA Schedule 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 applicable GSA Contract, the provisions of the BPA will take precedence.

2. **Extent of Obligation.** **The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be \$2,000,000,000.00. 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.** This BPA is effective from the date of award through the effective period of the GSA Schedule GS-35F-4543G. Either APM-ASCP or the Contractor with ninety (90) days written notice may terminate the BPA or a portion thereof provided however, that such termination shall not effect the obligations of the Government or DLT 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. 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". The ordering period for all items under this BPA is the same as the duration of the BPA set forth above.

- A. Support Cap: Enterprise Licenses acquired under this BPA will have a 0% support cap for the initial three annual support renewals.
- B. 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 effected program licenses to a successor. Such assignment shall only be effective if: (1) the licensed Agency provides advance written notice to DLT; (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.
- C. 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.”
- D. Migration: Agencies shall migrate programs previously licensed into the Enterprise License pursuant to Quest Software’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 Quest Software’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.
- E. Open Market. Any programs not on DLT’s GSA Schedule must be identified as open market items at the time of order placement.

5. Pricing Terms. The unit prices and rates for this BPA shall be based on the GSA Contract pricing currently in effect at the time the order is placed. 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.

IF DLT makes prices adjustments in any quarter, then no less than quarterly, DLT agrees that in no case shall the prices specified in this BPA be more than the prices reflected in DLT’s GSA Contract for identical products and support services. No less than quarterly, DLT shall propose to adjust its BPA 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.

No less than quarterly, DLT agrees to provide APM-ASCP with an electronic copy of its U.S. Price List for software products and first year technical support as well as applicable change records.

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.

- a. Software Licenses and Software Maintenance Services. The single order software license and support dollar amount will be used to determine the applicable percentage discount. Software and software maintenance (if ordered at the same time with the associated software license) will receive the same percentage discount level. Software support fees included with a software license order and any applicable credits will not be included in the determination of the software license discount.
- b. Professional Services. As provided by Consulting and Educational tables.
- c. All line items on this BPA are discounted by at least three percent (3%) from Quest Software's GSA_GS Schedule Contract # GS-35F-4543G. 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 DLT 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 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- Quest 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.

Notwithstanding any provision to the contrary, licenses are transferable within the authorized users as stated in paragraph B.1. Software licenses purchased under this BPA are subject to the licensing provisions and the terms of the GSA Contract. A license may be hosted on the standard desktop and the same user's laptop (not to be used concurrently). Any delivery order issued hereunder will serve as proof of purchase. Upon validation and receipt of software, customers will be provided an electronic version of the license agreement.) 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 is substantially reduced or if the product is replaced, and/or (the contractor), provides this same or substantially similar functionality as a separate or renamed product, then the DoD is entitled to license such software at no additional licenses or maintenance fees. However, throughout the term of this agreement, the contractor will provide support services for a period of one year.

9.2 Rights of Survivorship of the Agreement. This Agreement shall survive unto (Enter vendor name), it's 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 (Enter vendor name) by or with another entity. Any software name changes, re-packing or merger of similar products that carry forward the same or similar function of the software shall be supported with updates, upgrades and new releases under this agreement at no additional cost.

9.3 Audits. In lieu of any audit provisions in the license agreement, Licensee may perform an internal audit and will use its best efforts to keep full and accurate accounts that may be used to properly ascertain and verify numbers of licenses in use. Licensee may permit DLT 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.

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 DLT 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 DLT 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 DLT personnel must have appropriate security clearances to gain access to Licensee site or data, if required.

10. Media.

Software must be downloaded from <http://www.dlt.com/quest/ordering-renewal.asp> Upon Credit Card or Purchase Order Approval, the end-users will be sent an email confirmation and their DLT Customer ID (CID) will be validated for download capability. The end user can then go to from <http://www.dlt.com/quest/ordering-renewal.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. Annual Maintenance is provided under Quest Software's maintenance policies, which are in effect on the date the maintenance is ordered. General maintenance information is provided <http://www.dlt.com/quest/ordering-renewal.asp> while more detailed support information is provided at <http://support.quest.com/>.

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)

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. Proposals shall be submitted to the Contracting Officer within seven (7) days of the BPA holder's awareness of the OEM's intent. Improvement of product includes new releases, updates, upgrades including additional features and Functionality and successor or upgrade products.

B. AUTHORIZED USERS AND POINTS OF CONTACT

1. **Authorized Users.** The BPA is open for ordering by all Department of Defense (DoD) Components. For the purposes of this agreement, a DoD component is defined as: the Office of the Secretary of Defense (OSD), the Military Departments, the Chairman of the Joint Chiefs of Staff, the Combatant Commands, the Inspector General of the Department of Defense (DoD IG), the Defense Agencies, the DoD Field Activities, the U. S. Coast Guard, 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 the FAR Part 51.

2. BPA Points of Contact:

a. Contracting Office:

Procuring Contracting Officer Donna S. Harris
Information Technology, E- Commerce and
Commercial Contracting Center (ITEC4)
Attn: SFCA-IT-A
2461 Eisenhower Avenue
Alexandria, VA 22331-1700
PCO: Donna S. Harris
Phone: 703-325-4625
FAX 703-428-9842
Email: Donna.s.harris@us.army.mil

b. Software Product Manage (SPM):

Stephen Lascelles
Assistant Project Manager – Army Small Computer Program
Phone: 732-427-6723
Fax: 732-532-5185
Email: stephen.lascelles@us.army.mil

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

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 <http://ascp.monmouth.army.mil/scp/contract/viewcontract.scp/index/.jsp> W91QUZ-99-1002.

2. Delivery Orders. **The scope of this effort will reflect that of DLT's GSA Schedule. Delivery requirements and administration will be stipulated on Delivery Orders.**

- a. Notice to DoD Ordering Offices: When ordering services, ordering offices are responsible for compliance with GSA's Ordering Procedures for Services and DFARS 208.404-70.
- b. **Ordering via this BPA is decentralized. Orders are prepared in accordance with the terms and conditions of this BPA and the GSA Schedule. 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 submitted to the ASCP COPO office.**
- 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.
- d. For Professional Services orders, the following shall also be included:
 1. Description of Services
 2. Mutually Agreed Upon Statement of Work
 3. Period of Performance
 4. Place of Performance
- e. Ordering under this BPA is decentralized. Currently, the media used for orders is hardcopy, and through the PM-SCP Marketplace. Each hardcopy order issued under this BPA shall be forwarded to ASCP Centralized Order Processing Office (COPO) for verification and validation. The PM, Small Computer Program (PM-SCP) Central Order Processing Office (COPO) address is as follows:

PEO EIS
Assistant Project Manager, Army Small Computer Program
ATTN: SFAE-PS-EI-SCP (COPO)
Building 283, Squier Hall
Fort Monmouth, NJ 07703-5605
Voice: 1-888-232-4405 (toll-free)
Facsimile Number: 732-532-5185.
- f. The COPO shall forward orders to be performed by DLT for DLT BPA Pricing (including all subCLINs) to:
 - . Defense Contract Administration Office (1 copy) as specified on each order
 - . DFAS Payment Office (1 copy) as specified on each order.
 - . DLT Solutions, Inc.
Attn: DLT Solutions, Inc.,
Team Contracts
13861 Sunrise Valley Drive, Suite 400
Herndon, VA 20171
Phone: 703-709-7172
Fax: 703-318- 0589
E-Mail: ContractsTeam@dlt.com

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

a. Ordering via this BPA is decentralized. Orders are prepared by a Government Ordering Officer (a duly warranted Contracting Officer whose warrant authorizes purchases from the GSA Schedule), in accordance with the terms and conditions of this BPA and the GSA Schedule. Orders may be placed by EDI, credit card, facsimile, on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155, 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. 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.

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>.

- 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 requests 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. Deliveries shall be made to the locations specified in each order in accordance with the terms of DLT's GSA Contract Section 6, Delivery Schedule.

Shipments to APO addresses are prohibited unless specifically requested on the delivery order. Only the Assistant Project Manager Army Small Computer Program ("APM-ASCP") can expedite orders.

Acceptance shall be in accordance with DLT's GSA Schedule.

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 in the GSA Contract. Invoices shall be submitted to the payment address specified on each delivery order issued against this BPA.
2. **Payment.** Payment shall be made for items accepted by the Government specified in each delivery order. Payment procedures are in accordance with the GSA Contract. The payment office shall be identified on each delivery order issued against the BPA. The Government will make payment in accordance with Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular, A-125, Prompt Payment. FAR 52.232-25, Prompt Payment (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.

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 any pre-printed terms on the Ordering Activity's order or the Contractor's invoice, the provisions of the BPA will take precedence.

3. Fast Payment Procedure.

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
- h. Name, title, and phone number of the person to be notified in event of defective invoice

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

4. 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/>.

5. 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.

D. BPA MANAGEMENT AND OVERSIGHT

1. DLT shall provide centralized administration, in the form of a Program Manager, in support of all work performed under this BPA. The Program Manager, at a minimum, is required to participate in periodic program management reviews (which may require travel to a Government named site). Additional functions would include customer service, periodic program management reviews, invoicing, payment and submission of 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. Report of sales shall be by submission of the Order Transaction (OT) and Vendor Status (VS) reports submitted to ASCP as a Microsoft Excel Spreadsheet within fifteen (15) days following the completion of the monthly reporting period. The reports shall be submitted in the standard format shown in Exhibit C. Negative reports are required. The Fee For Service (FFS) Report in the standard format shown in Exhibit C and FFS payment shall be submitted by the 30th calendar day after the end of each calendar quarter. The ASCP 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). DLT PM shall participate in regular reviews of the progress

of the BPA. DLT shall participate in regular reviews of the progress of the BPA. Reviews shall be held at least twice yearly as scheduled by the Software Product Manager. During these reviews DLT shall report on among other things, status of BPA sales, marketing and any outstanding issues concerning the BPA, as well as changes to Quest Software business practices that DLT 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. DLT 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. DLT shall ensure that all assigned Federal sales personnel are knowledgeable of the details of this BPA.

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. Multicore Processor Hardware. The following shall apply with respect to new acquisition of Programs

available for license on a processor basis hereunder: ESI acknowledges that Quest Software'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.

9. DoD Email-IT Corridor. As the scope of the DoD Email-IT Corridor becomes finalized, DLT will work

with the Government to participate in this Government electronic ordering program as is mutually agreeable.

10. APM-ASCP Roles and Responsibilities. As the central order administration point for this BPA, APM-

ASCP will provide the following value-added roles and responsibilities:

- a. Provide initial check of order for correctness, work with DoD customers to eliminate errors, thus reducing DLT internal order processing costs;

- b. Resolve funding and pricing issues prior to order submission;
- c. Pre-Process orders to reduce the administrative burden and cost;
- d. Assist contractor in resolving invoice questions;
- e. Provide marketing support via Army Information Technology conferences, promotion of the BPA at other DoD conferences, and placement of Quest Software products on the DoD Electronic Mall web-site.

11. 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.

12. 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.eitoolkit.com>.

F. Standards.

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

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

3. Section 508 of the Rehabilitation Act Compliance. All products provided under this BPA must meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607. General information regarding the Section 508 Act can be found at the web site www.section508.gov. Section 508 compliance information on the products provided by DLT is available at http://www.quest.com/public_sector/section_508.asp. 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 cost of awarding and administering this BPA is included in the prices charged to ordering activities. The Fee for Service (FFS) is 2%. 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, 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 1 st Year Technical Support (from Exhibit A)	\$1,000,000.00
BPA Discount (41.55%)	\$415,500.00
Subtotal	\$584,500.00
CLIN 1004 FFS (2%)	\$11,690.00
TOTAL on PO	\$596,190.00
License and 1 st Year Technical Support (from Exhibit A)	\$3,000,000.00
Special Solutions Discount (50%)	\$1,500,000.00
Subtotal	\$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
Quest Software Professional Services	
600 Hours – Principal Engineer	\$130,632.00
200 Hours – Senior Engineer	\$35,804.00
Subtotal Labor	\$166,436.00
BPA Discount (3%)	\$4,993.08
TOTAL Labor	\$161,442.92
Travel Expenses	\$5,000.00
CLIN 1004 FFS (2%) {Note calculation on Labor only}	\$3,228.86
TOTAL on PO	\$169,671.78
Quest Software Education	
10 Days of Training	\$3,836.70
CLIN 1004 FFS (2%)	\$76.73
TOTAL on PO	\$3,913.43

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, DOAF, DLA, or GSA as

appropriate.

Fee for Service Report

Quest Software is required to submit a Fee for Service Report to the Army Small Computer Program by the 30th calendar day after the end of each calendar quarter. This will be a consolidated report combining the FFS Reports of all Quest Software Resellers with ESI Boas. DLT is required to submit a Fee for Service Report to Army Small Computer Program, copying Quest Software, in sufficient time to enable Quest Software to submit the report to the Army Small Computer Program 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. APM-ASCP will report sales to Navy, Air Force, DLA, and GSA SmartBUY Program Management Office (SPMO) upon receipt of contractor Fee for Service Report.

FEES AND PAYMENTS

- 1. GSA Industrial Funding Fee (IFF).** The BPA unit prices include the applicable GSA IFF. The contractor shall be responsible for all required filings to GSA and for payment of this fee in accordance with applicable GSA instructions.
- 2. Acquisition, Contracting, and Technical (ACT) Fee.** The cost of awarding, administering and managing this BPA is included in the prices charged to ordering activities. The ACT fee is 2%. The contractor shall remit the ACT fee on a calendar quarterly basis (i.e. January – March, April – June, July – September, and October – December) or as otherwise requested by the Software Product Manager (SPM). Payment is due thirty (30) days following approval of the Report of Sales for the completed quarter. ACT fees that have not been paid within the prescribed thirty (30) days shall be considered a debt to the United States Government under the terms of FAR 32.6. The Government may exercise all its rights under the contract, including withholding or setting off payments and interest on the debt (see contract FAR clause 52.232-17, Interest). Failure of the Contractor to pay the ACT Fee in a timely manner may result in termination of the BPA.
- 3. Fee Distribution.** The Army, Air Force, DLA, DISA and Navy are participating in a fee-sharing program. The Contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated Army, Air Force, DLA, DISA, Navy or DOD as appropriate. Marine Corps sales are reported under the Navy designation. Fee checks shall not be issued until written approval is received for the Report of Sales.

(For a SmartBUY agreement, use the following: The Air Force, Army, DLA, DISA, Navy and GSA (for SmartBUY Federal government Civilian Agency orders) are participating in an ACT fee-sharing program. For orders within DoD, the 2% ACT fee is split equally between the DoD Component whose customer places the order and the Component that manages the contract. The Contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. ACT fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated Air Force, Army, DLA, DISA, Navy, DoD or Non-DoD as appropriate. In the case of SmartBUY orders (Federal Government Civilian

Agencies) non-DoD orders and non DoD support contractor orders, excluding the Intelligence Community and non Coast Guard orders or support vendors to same, the 2% ACT fee is split equally between the Agency that manages the contract and GSA SmartBUY Program Management Office.)

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

3.1 ALL SALES:

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:

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

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

BPA (*fill in applicable #*)

ESI-SW Fee Sharing

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

Send check and transmittal letter to:

Disbursing Operations Directorate

FOR: 3801-Limestone Field Site

8899 E 56th Street

Indianapolis, IN 46249-9339

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

Please include with the above documents the Customer Usage Check Report (CCR) and Delivery Order Status Report (DOSR) or the Report of Sales (per BPA requirements)

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

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

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

Point of Contact regarding any questions:

Ricky Blackmon

Phone: 334-416-2888

Email: ricky.blackmon@gunter.af.mil

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

HQ 754 ELSG/ESQ

Attention: Ricky Blackmon

490 East Moore Drive, Bldg 892

MAFB-Gunter Annex, AL 36114-3014

3.4 DLA SALES

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

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

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

BPA (*fill in applicable #*)

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

Quarterly ACT Fee

Send check to:

Defense Logistics Agency

DES Acquisition Staff Directorate

Attn: Connie House, DES-A

8725 John J. Kingman Road, Room 1145

Fort Belvoir, VA 22060-6220

Mail a copy of the check to:

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

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

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

BPA (*fill in applicable #*)

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

Quarterly ACT Fee

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

Send check and transmittal letter to:

DFAS-CO

Finance and Accounting Office

Attn: Disbursement Office (Tom Triplett)

3990 East Broad St., Bldg. 21

Columbus, Ohio 43213

Direct questions to Jonnice Medley, 703-681-2091

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

For SmartBUY agreements add the below:

3.6 GSA SALES

GSA SALES

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

List of Exhibits –

- | | |
|-----------|---------------------------------------|
| Exhibit A | Quest Software Price Tables |
| Exhibit B | BPA Report Formats |
| Exhibit C | Sample Letters for Transmittal of FFS |

Exhibit A Quest Software Price Tables

A. TERMS AND CONDITIONS.

(Quest DLT-W91QUZ-06-A-0004) Software ESI Price List Revised

In an effort to increase the efficiency and accuracy in which **(Quest DLT)** software products are offered to customers, the link below shall replace Attachment A – **(Quest DLT)** Price List. This link on the CHESSE web site will contain another link titled “ESI/SmartBUY Product List”. At this location, the most current list of software products offered under this agreement will reside. The vendor is responsible for providing updates to its product list to include new products as they become available, provided they fall within the scope of this agreement. The vendor will send updated product lists to the CHESSE POC for this agreement. CHESSE is responsible for reviewing updated product lists and posting to the CHESSE web site.

<https://ascp.monmouth.army.mil/scp/contracts/viewcontract.jsp?cNum=W91QUZ-06-A-0004>

Exhibit B
Order Transactions (OT)
(File Layout Definition)

1. **This report applies ONLY to orders that do not go through COPO (i.e., electronic or credit card orders).** This report is due within 15 calendar days of each monthly reporting period.
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 amse-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)	<ol style="list-style-type: none"> 1. Must be unique (minimum 4 digits). 2. You cannot report this order more than once in the same file. (The order can have as many line items as you wish). 3. Record order number exactly as it appears on the order.
C	Order Mod Number	Alphanumeric (25)	<i>Data required only when reporting a MOD.</i>
D	Transaction Type	Alphanumeric (2)	The order types are as follows: CC = Credit Card, DO= Direct Ordering (paper order).
E	Date of Order or date of Order Mod	DD-MMM-YYYY	Report the actual date of the order, or when reporting an order mod, report the date of the order mod.
F	Date Transaction Cancelled	DD-MMM-YYYY	<i>Data required only for Cancelled order/mods.</i>
G	UNSPSC	Alphanumeric (14)	Format is ##. ##. ##. ##. ##. Last two positions should be "00" except for Low End Servers (32-Bit) = 01 and High End Servers (64-Bit) = 02
H	CLIN Number	Alphanumeric (39)	Unique contract identifier of item being ordered (as identified in contract, i.e. product #, manufacturer part #, contract line item)
I	CLIN Quantity	Number (7,0)	CLIN quantity being ordered.
J	CLIN Unit Price	Number (11,2)	Price per item.
K	CLIN Extended Dollar Amount	Number (11,2)	Extended Dollar Amount = (CLIN quantity x unit price) No formatting (i.e. No \$ signs, commas, etc).
L	Dollar amount of Transaction	Number (12,2)	Reflects the dollar amount of this reported transaction (order or order mod.)
M	POC Last Name	Alphanumeric (35)	Customer's Last Name. (Use this column for customer's full name when unable to separate first name, last name, title into separate columns)
N	POC First Name	Alphanumeric (35)	Customer's First Name.
O	POC Title	Alphanumeric (35)	Customer's Title (i.e. COL, Mr., Ms., etc.).
P	Telephone Number	Alphanumeric (20)	Customer's telephone number. Format: 9999999999
Q	Email address	Alphanumeric (40)	Customer's email address.

R	Street Address 1	Alphanumeric (40)	First line of the Customer's Ship-To address.
S	Street Address 2	Alphanumeric (40)	Second line of the Customer's Ship-To address.
T	Street Address 3	Alphanumeric (40)	Third line of the Customer's Ship-To address.
U	City	Alphanumeric (27)	Customer's Ship-To City.
V	State	Alphanumeric (2)	Customer's Ship-To State for USA only. Post office two character abbreviation.
W	Country	Alphanumeric (27)	<i>Data required only when reporting a country other than USA.</i>
X	5-digit Zip Code	Number (5)	Five-digit Customer Ship-To zip code.
Y	4-digit Zip Code Extension	Number (4)	Four-digit extension Customer Ship-To zip code.
Z	Service or Agency	Alphanumeric (20)	Use the abbreviation from the <i>Service/Agency</i> list located at https://ascp.monmouth.army.mil/scp/content/activitylist.jsp
AA	Army Activity	Alphanumeric (20)	<i>Data required only for Army.</i> Use the abbreviation from the <i>Army Activity</i> list located at https://ascp.monmouth.army.mil/scp/content/activitylist.jsp
AB	Comments	Alphanumeric (2000)	Free text.
AC	ASCP Reserved 1	Alphanumeric (2000)	Reserved for Product Leader.
AD	ASCP Reserved 2	Alphanumeric (2000)	Reserved for Product Leader.

Exhibit B**Vendor Status (VS)
(File Layout Definition)**

1. This report is due within 15 calendar days of each monthly reporting period.
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)	<i>Only Required when reporting a mod.</i>
D	Date Received by Vendor	DD-MMM-YYYY	(i.e. 09-FEB-2002)
E	Date Rejected by Vendor	DD-MMM-YYYY	<i>Data required only for rejected orders.</i>
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	<i>Data required only for Cancelled order/mods.</i>
H	Projected Ship Date by Vendor	DD-MMM-YYYY	<i>Data required only when reporting a projected ship date.</i>
I	Vendor Ship Date	DD-MMM-YYYY	For all orders shipped by the Vendor.
J	Projected Delivery Date	DD-MMM-YYYY	<i>Data required only when reporting a projected delivery date.</i>
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	<i>Data required only when reporting services.</i>
M	Service Completion Date	DD-MMM-YYYY	<i>Data required only when reporting services.</i>

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

Exhibit B**Fee For Service (FFS)
(File Layout Definition)**

1. FFS report applies to applicable ESI agreements only.
2. Report is due to ASCP 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)	<i>Data required only when reporting a MOD.</i>
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	2 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#	Number	Number assigned by COPO, if applicable
T	Civilian Agency	Alphanumeric (2000)	For POs identified as GSA, the customer identification.
U	Non-Standard Discounts (License)	Number (5,2)	Reflects any discounts for license purchases greater than BPA standard discount.

**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 1.02, and then multiplying this value by .02. (Example provided below):

A	B	C
DOLLAR AMOUNT OF TRANSACTION	COLUMN A DIVIDED BY 1.02	SCP 2% FFS (2% OF COLUMN B)
\$1,000.00	\$980.39	\$19.61

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
REPO RT NUMB ER	REP ORT TYP E	REPO RT STAR T DATE	REPO RT END DATE	CONTRCT NUMBER	ORDE R NUMB ER	MO D NUMB ER	DOLLA R AMOUN T OF TRANS	DATE TRANS SENT TO VENDO R	1 PERC ENT FEE FOR TRAN S	PREVI OUS PYMT MADE ON TRAN S	CURR ENT PYMT	REMA INING AMOU NT TO BE PAID	TRAN S TYP E
FFS20 02-03	I	1-Mar- 2002	31- Mar- 2002	W91QUZ- XX-X-XXXX	DO01		100000. 00	14-Mar- 2002	990.10	0.00	990.10	0.00	DO
FFS20 02-03	I	1-Mar- 2002	31- Mar- 2002	W91QUZ- XX-X-XXXX	DO01	0001	10000.0 0	15-Mar- 2002	99.01	0.00	99.01	0.00	DO
FFS20 02-03	I	1-Mar- 2002	31- Mar- 2002	W91QUZ- XX-X-XXXX	DO16		25000.0 0	10-Jan- 2002	247.52	100.00	100.00	47.52	DO
FFS20 02-03	I	1-Mar- 2002	31- Mar- 2002	W91QUZ- XX-X-XXXX	DO25		5000.00	12-Mar- 2002	49.50	0.00	49.50	0.00	CC

O	P	Q	R	S	T	U
Other Agency Fee Payme nt	Other Agency	Army Fee Payment	Comments	COPO #	Civilian Agency	Non- Standard Discounts (License)
495.05	AF	495.05				
0		99.01				
50.00	USN	50				
0		49.50				

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

Exhibit C

LETTER OF TRANSMITTAL FOR ARMY FEE PAYMENTS

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

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

SUBJECT: Collection of Checks for (name of company and BPA/contract Number)- FY05-06,
etc.

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

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

2. Direct questions to: Margie Kirsch
732.427.6613
3. Provide copies of this letter, check and delivery order report electronically to:
AMSEL-dsa-scp-CR@mail1.monmouth.army.

LETTER OF TRANSMITTAL FOR AIR FORCE FEE PAYMENTS

(Exhibit C

(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**

CONTRACT DELIVERABLES

Order Transactions (OT).

Excel Column	Column Name	Format	Required ?	Comments
--------------	-------------	--------	------------	----------

A	Contract Number	Alphanumeric (21)	Y	Required
B	Order Number	Alphanumeric (30)	Y	Must be unique when combined with the contract number
C	Modification Number	Alphanumeric (25)	Y*	* Required when reporting mods. <i>This may be a vendor assigned number indicating a transaction reported previously reported needs to be modified. Example: A credit card transaction.</i>
D	Transaction Type	Alphanumeric (2)	Y	CC = Credit Card, DO= Direct Ordering (paper order).
E	Date of Transaction	DD-MMM-YYYY	Y	Self explanatory
F	Date Transaction Cancelled	DD-MMM-YYYY	Y*	* Required for cancelled transactions
G	UNSPSC	Alphanumeric (14)	Y	Format is ##.##.##.##.##. Last two positions should be "00" except for Low End Servers(32-Bit) = 01 and High End Servers (64-Bit) = 02
H	CLIN Number	Alphanumeric (39)	Y	Unique contract identifier of item being ordered (as identified in contract, i.e. product #, manufacturer part #, contract line item)
I	Item Description	Alphanumeric (2000)	Y	Required. A short description of the item/CLIN that was purchased.
J	CLIN Quantity	Number (7,0)	Y	Quantity being ordered.
K	CLIN Unit Price	Number (11,2)	Y	Price per item. Numbers shall not be rounded. The format for dollar values is two decimal places only. Including more than two decimal places may cause Excel to round and this will result in incorrect dollar totals being captured.
L	CLIN Extended Dollar Amount	Number (11,2)	Y	Extended Dollar Amount = (CLIN quantity x unit price). No formatting (i.e. No \$ signs, commas, etc). The format for dollar values is two decimal places only. Including more than two decimal places may cause Excel to round and this will result in incorrect dollar totals being captured. The sum of this column must equal the distinct sum of the order shown in column M.
M	Dollar amount of Transaction	Number (12,2)	Y	Reflects the dollar amount of this reported transaction (order or order mod.). Numbers shall not be rounded. The format for dollar values is two decimal places only. Including more than two decimal places may cause Excel to round and this will result in incorrect dollar totals being captured.

				This amount must equal the sum of this column "L" for each order/transaction being reported.
N	POC Last Name	Alphanumeric (35)	Y	Customer's Last Name
O	POC First Name	Alphanumeric (35)	Y	Customer's First Name.
P	POC Title	Alphanumeric (35)	N	Customer's Title (i.e. COL, Mr., Ms., etc.).
Q	Telephone Number	Alphanumeric (20)	Y	Customer's telephone number. Format: 9999999999
R	Email address	Alphanumeric (40)	Y	Customer's email address.
S	Street Address 1	Alphanumeric (40)	Y	First line of the Customer's Ship-To address.
T	Street Address 2	Alphanumeric (40)	N	Second line of the Customer's Ship-To address.
U	Street Address 3	Alphanumeric (40)	N	Third line of the Customer's Ship-To address.
V	City	Alphanumeric (27)	Y	Customer's Ship-To City.
W	State	Alphanumeric (2)	Y	Customer's Ship-To State for USA only. Post office two character abbreviation.
X	Country	Alphanumeric (2)	Y	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. We need the "Ship-To" country.
Y	5-digit Zip Code	Number (5)	Y	Five-digit Customer Ship-To zip code.
Z	4-digit Zip Code Ext.	Number (4)	N	Four-digit extension Customer Ship-To zip code.
AA	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
AB	Army Activity	Alphanumeric (20)	Y*	Required if previous column equals "Army". Use the abbreviation from the <i>Army Activity</i> list located at https://ascp.monmouth.army.mil/scp/content/activitylist.jsp
AC	Comments	Alphanumeric (2000)	N	Free text.
AD	ASCP Reserved 1	Alphanumeric (2000)	N	Reserved for Product Leader.
AE	ASCP Reserved 2	Alphanumeric (2000)	N	Reserved for Product Leader.

Vendor Status (VS)

Excel Column	Column Name	Format	Required ?	Comments
A	Contract Number	Alphanumeric (21)	Y	Must be unique when combined with the contract number
B	Order Number	Alphanumeric (30)	Y	Must match a previously reported order
C	Order Mod Number	Alphanumeric (25)	Y*	* = Required when reporting status on a mod.
D	Date Received by Vendor	DD-MMM-YYYY	Y	(i.e. 09-FEB-2002)
E	Date Rejected by Vendor	DD-MMM-YYYY	Y*	* = Required for rejected orders.
F	Date Accepted by Vendor	DD-MMM-YYYY	Y*	* = Required for orders that have been accepted by the vendor.
G	Date Transaction Cancelled	DD-MMM-YYYY	Y*	* = Required for Cancelled order/mods.
H	Projected Ship Date by Vendor	DD-MMM-YYYY	N	
I	Vendor Ship Date	DD-MMM-YYYY	Y*	* = Required for orders shipped by the Vendor.
J	Projected Delivery Date	DD-MMM-YYYY	N	
K	Contractually Due Date	DD-MMM-YYYY	Y	This is a date calculated by the Vendor that shows when the order is contractually due. This formula is agreed to by the Product Leader and Vendor and takes into consideration contract requirements such as CONUS, OCONUS, SURGE, NON-SURGE, SERVICES, etc.
L	Service Start Date	DD-MMM-YYYY	N	Applies to orders related to "services"
M	Service Completion Date	DD-MMM-YYYY	N	Applies to orders related to "services"
N	Comments	Alphanumeric (2000)	N	Free text.
O	ASCP Reserved 1	Alphanumeric (2000)	N	Reserved for Product Leader.
P	ASCP Reserved 2	Alphanumeric (2000)	N	Reserved for Product Leader.

Fee for Service (FFS)

EXCEL COLUMN	COLUMN NAME	COLUMN FORMAT	Required ?	COMMENTS
A	Report Number	Alphanumeric (21)	Y	Must be Unique.
B	Report Type	Alphanumeric (21)	Y	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	Y	(i.e. 01-MAR-2002)
D	Report End Date	DD-MON-YYYY	Y	(i.e. 31-MAR-2002)
E	Contract Number	Alphanumeric (21)	Y	
F	Order Number	Alphanumeric (30)	Y	Must be reported exactly as shown on the customer order.
G	Order Mod Number	Alphanumeric (25)	Y*	* =Required when reporting a MOD.
H	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).
I	Date Transaction Sent to Vendor	DD-MON-YYYY	Y	(i.e. 09-FEB-2002)
J	1 Percent Fee for Transaction	Number (12,2)	Y	
K	Previous Payment Made on Transaction	Number (12,2)	Y	Note: Use "0.00" if no previous payment made
L	Current Payment	Number (12,2)	Y	
M	Remaining Amount to be Paid	Number (12,2)	Y	
N	Transaction Type	Alphanumeric (2)	Y	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)	N	If applicable. Fee share amount due to either Navy, AF or DLA (50% of Column L)

P	Other Agency for Share Fee	Alphanumeric (21)	N	If applicable. Identify as 'USN', 'DLA', or 'USAF' generated Delivery Order
Q	Army Fee Payable	Number (12,2)	N	If applicable. Column L minus Column O Amounts
R	Comments	Alphanumeric (2000)	N	Free text.
S	COPO#	Numeric	N	Enter COPO# if applicable.
T	Civilian Agency	Alphanumeric (2000)	Y	If order is from a Civilian Agency, specify

Fee for Service (FFS) (Continued)

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	P
REPO RT NUMB ER	REP ORT TYP E	REPO RT STAR T DATE	REPO RT END DATE	CONTRCT NUMBER	ORDE R NUMB ER	MO D NUMB ER	DOLLA R AMOUN T OF TRANS	DATE TRANS SENT TO VENDO R	1 PERC ENT FEE FOR TRAN S	PREVI OUS PYMT MADE ON TRAN S	CURR ENT PYMT	REMA INING AMOU NT TO BE PAID	TRAN S TYP E	Othe r Agen cy Fee Pay ment	Othe r Agen cy
FFS20 02-03	I	1-Mar- 2002	31- Mar- 2002	W91QUZ- XX-X-XXXX	DO01		100000. 00	14-Mar- 2002	990.10	0.00	990.10	0.00	DO	495. 05	AF
FFS20 02-03	I	1-Mar- 2002	31- Mar- 2002	W91QUZ- XX-X-XXXX	DO01	0001	10000.0 0	15-Mar- 2002	99.01	0.00	99.01	0.00	DO	0	
FFS20 02-03	I	1-Mar- 2002	31- Mar- 2002	W91QUZ- XX-X-XXXX	DO16		25000.0 0	10-Jan- 2002	247.52	100.00	100.00	47.52	DO	50.0 0	USN
FFS20 02-03	I	1-Mar- 2002	31- Mar- 2002	W91QUZ- XX-X-XXXX	DO25		5000.00	12-Mar- 2002	49.50	0.00	49.50	0.00	CC	0	

Q	R	S	T
Arm y Fee Pay ment	Com ment s	ASCP Reserve d 1	ASCP Reserve d 2
495. 05			
99.0 1			
50			
49.5			

0			
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- **NOTE:** REPORT BREAKS BY SPECIFIC CONTRACT/BPA WHEN VENDOR HOLDS MORE THAN
- 1 CONTRACT/BPA.

Fee-For-Service Remittance Instructions.

The 1 percent FFS amount due shall be paid by check made payable to “Treasurer of the United States”, and mailed to the Army Small Computer Program at the following address:

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

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

**Fee for Service (FFS) (Continued)
(File Layout Definition)**

(COMPANY NAME)

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

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

SUBJECT: Collection of Checks for (Contract Name)

Line of accounting* to collect this check into is:

1. Direct questions to the Financial Support Group (FSG), DSN 987-6613 or Commercial 732-427-6613.

1 Attach: Check # (Signature)

* The line of accounting for your company will be obtained by contacting the ASCP FSG at the beginning of each Government Fiscal Year (1 October). The phone number for the FSG is commercial 732-427-6613.

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

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

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

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

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

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

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

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

(End of Summary of Changes)