

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm-Fixed-Price

Page 1 Of 7

2. Amendment/Modification No. P00012	3. Effective Date 2012MAR30	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By ROCK ISLAND CONTRACTING CENTER CCRC-DC MEGAN M. FRANCIS (309)782-2234 ROCK ISLAND, IL 61299-8000 BLDGS 60 & 390 EMAIL: MEGAN.ANDRAE@US.ARMY.MIL	Code W52P1J	7. Administered By (If other than Item 6)	Code
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) SMS DATA PRODUCTS GROUP, INC. 1521 WESTBRANCH DR STE 400 MC LEAN, VA 22102-3201 TYPE BUSINESS: Other Small Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W91QUZ-06-A-0006
	<input type="checkbox"/>	10B. Dated (See Item 13) 2012MAR28

Code 2S373

Facility Code

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 Offers

is extended, is not extended.

Offers 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 amendments; (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)

NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: 7

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input checked="" type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor 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.)

SEE SECOND PAGE FOR DESCRIPTION

BPA Expiration Date: 2017MAR31

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) CHRISTINE BERRY CHRISTINE.BERRY@US.ARMY.MIL (309)782-6980
15B. Contractor/Offeror _____ (Signature of person authorized to sign)	15C. Date Signed
16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2012MAR30

NSN 7540-01-152-8070

30-105-02

STANDARD FORM 30 (REV. 10-83)

PREVIOUS EDITIONS UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

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SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification (Modification P00012 to W91QUZ-06-A-0006) is as follows:

1. To identify the basic agreement will be administered by the office indicated in SF 30, Block 6. Individual orders will be administered as designated in the order.
2. To clarify this agreement follows the terms and conditions of the GSA FSS Contract identified in the first paragraph of the agreement below, including but not limited to, the period of performance.
3. All other terms and conditions remain unchanged.

Blanket Purchase Agreement
Army Enterprise Software Agreement (ESA)

In the spirit of the Federal Acquisition Streamlining Act, the United States Army and SMS Data Products Group, Inc. enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract GS-35F-3267D.

EC America (formerly IMMIX Group) has included a Teaming Arrangement with SMS Data Products, Inc. to include Secure Computing (Secure Computing) products and services available on the GSA Multiple Award Schedule Number GS-35F-0511T.

Arrow has authorized SMS Data Products, Inc. to include Blue Coat Products and services available on GSA Schedule GS-35F-0296R.

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

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

Attachments to this agreement are:

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

A. TERMS AND CONDITIONS

1. Pursuant to General Services Administration (GSA) Federal Supply Services (FSS) Contract Number GS-35F-3267D, SMS Data Products Group, Inc. agrees to the following terms of a Blanket Purchase Agreement (BPA). 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 SMS Data Products Group, Inc. License Agreement included as Attachment B. The Order of Precedence for resolving any inconsistency between the Commercial License and the GSA contract terms shall be as specified in the GSA contracts Commercial Item clause, FAR 52.212-4, and the provisions of FAR 52.212-4 specified in FAR 12.302, as required by Federal law, shall prevail over any terms of the commercial license.
2. Funds Obligation. The BPA does not obligate any funds. Funds will be obligated on each delivery order.
3. BPA Term. The BPA runs concurrently with the underlying GSA schedule. 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".
4. Pricing Terms. Attachment A provides unit prices. Prices shall not escalate in the base year, and Attachment A is not subject to upward adjustment during the base year. Spot discounting is encouraged. The prices will be reviewed annually, or as required to determine whether a reduction is appropriate in accordance with the price reduction provisions of the agreement.
5. 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.
6. Price Reduction.
 - 6.1 Most Favored Customer Prices. The prices under this BPA shall be at least as low as the prices that SMS Data Products Group, Inc. has under any other contract instrument under like terms and conditions. If at any time the prices under any other contract instrument become lower than the prices in this BPA, this BPA will be modified to include the lower prices.

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7. DoD Enterprise Software Initiative (ESI) Transition. The ESI is a joint DoD project to develop and implement a DoD enterprise process. If approved, the ESI ESA will be issued in the spirit of the policy and guidelines provided in the Defense FAR Supplement (DFARS) Section 208.74. The ESI ESA is open for ordering by all Department of Defense (DoD) Agencies, U.S. Coast Guard, and Intelligence Community. The DoD must fulfill acquisition requirements for commercial software and related services, such as software maintenance in accordance with the DoD ESI. However, ESI does not dictate the products or services to be acquired.

8. SmartBUY Transition. OMB has recently announced the SmartBUY initiative to maximize cost savings and achieve best quality when acquiring software. The General Services Administration (GSA) is the designated Executive Agent for SmartBUY. The initiative will establish software enterprise licensing on a government-wide basis. If during the term of this ESA, SMS Data Products Group, Inc. and its resellers enter into a government-wide agreement with the GSA under the SmartBUY Initiative, which includes pricing for the specific products or services under similar terms and conditions as those licensed by the DoD, neither SMS Data Products Group, Inc. or its resellers will preclude the DoD from licensing products or purchasing services under a SmartBUY agreement.

9. License Agreement.

Notwithstanding any provision to the contrary, licenses are transferable within the authorized users as stated in paragraph B.1. (Example: Software licenses purchased under this BPA are Blue Coat and Smartfilter subject to the licensing provisions and the terms of the GSA Contract. A license may be hosted on the standard desktop and the same users laptop (not to be used concurrently). Any delivery order issued hereunder will serve as proof of purchase. Upon validation and receipt of software, customers will be provided an electronic version of the license agreement.) The following provisions will be included in a license addendum if the BPA is awarded to other than the software publisher:

9.1 Functionality Replacement and Extended Support. If the form, fit, or functionality contained in any licensed products acquired hereunder is substantially reduced or if the product is replaced, and/or (the contractor), provides this same or substantially similar functionality as a separate or renamed product, then the DoD is entitled to license such software at no additional licenses or maintenance fees. However, throughout the term of this agreement, the contractor will provide support services for a period of one year.

9.2 Rights of Survivorship of the Agreement. This Agreement shall survive unto SMS Data Products Group, Inc., its Successor, rights and assigns. The software and agreement terms and conditions as covered under this agreement shall survive this agreement notwithstanding the acquisition or merger of SMS Data Products Group, Inc. by or with another entity. Any software name changes, re-packaging 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 SMS Data Products Group, Inc. to have access to Licensee records and computer systems and the right to audit such systems to insure software use is in accordance with its license terms. All vendor personnel must have appropriate security clearances to gain access to Licensee site or data.

10. Media. This software will be downloadable after purchase and available to be delivered electronically to the end user. This software can be made available on hard copy media, by request. Upon Credit Card or Purchase Order Approval, the end-users will be sent an email confirmation and their SMS Data Products Group, Inc. Customer ID (CID) will be validated for download capability. The end user can then go to the specified website and enter their valid CID for download of the Software products.

11. Support and Maintenance.

11.1 Bluecoat Webfilter:

Users obtain the latest URL database automatically, this is a function of the SG appliance. There are no upgrades/patches involved with the URL list; when the latest list is downloaded to the proxy, this is conclusive of all software updates. The price of the software includes an extensive URL filtering list which allows the customer to categorize what types of content can be accessed via the Internet.

If the end-user does not have access to the Internet, then the latest URL downloads cannot be obtained. Blue Coat Web Filter must reside on a ProxySG appliance; the appliance takes care of all downloads. Since a proxy server is a network appliance that works on web protocols, it has access to the Internet.

The maintenance and support costs are covered in the annual maintenance contract for the ProxySG appliance. There is no additional support contract for the Web Filter license.

11.2 Smartfilter:

The cost of the support includes 24 x 7 support and all patches/upgrades. They will be able to download all upgrades from our web site and will be able to reach Technical Support either through our web ticketing system or calling 800-700-8328 (direct dial 651-628-1500). SMS provides media for SmartFilter, it can only be downloaded.

Maintenance and support are included in the pricing.

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The media will be distributed, (i.e. hard copy, electronically, downloadable), and SmartFilter will be downloaded to the following website (www.securecomputing.com).

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

13. Substitution and Technology Refreshment. If at any time during the life of this BPA, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the BPA holder shall provide a proposal to include the new or revised products on the BPA under the appropriate line items. Proposed prices for new or revised products shall be constructed in accordance with paragraph A.4 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 holders awareness of the OEMs 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 the Army, Army Reserve, Army National Guard (military and civilian), and Army Contractors authorized to order in accordance with FAR Part 51.

2. BPA Points of Contact:

a. Contracting Office:

Christine Berry
Army Contracting Command Rock Island
Phone: 309-782-6980
E-mail: Christine.k.berry2.civ@mail.mil

b. Software Product Manager (SPM):

Michelle Walker
PEO EIS, PD CHESS
Phone: 703-806-8436
Email: michelle.l.walker.civ@mail.mil

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

C. ORDERING

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

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

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

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

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 PD CHESS website.

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

Notice to Ordering Offices: When ordering services, ordering offices are responsible for compliance with GSAs 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.

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Orders may be placed by EDI, credit card, facsimile, on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155. Ordering process guidance will be available on the PD CHESS website, <https://chess.army.mil>.

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 Contractors 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 CHESS web sites

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

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

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

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

D. INVOICING AND PAYMENT

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

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

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

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

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

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E. BPA MANAGEMENT AND OVERSIGHT

1. The Contractor must provide centralized administration, in the form of a Program Manager, in support of all work performed under this BPA. The Program Manager, at a minimum, is required to participate in periodic program management reviews (which may require travel to a Government named site). Additional functions would include customer service, periodic program management reviews, invoicing, payment and submission of monthly and quarterly reports.
2. Report of Sales. The Contractor shall provide a report of sales to the SPM in electronic format due by the 30th calendar day after each calendar quarter. The report shall be submitted in the standard format shown in Attachment C. Negative reports are required.
3. United Nations Standard Products and Services Code. The United Nations Standard Products and Services Code (UNSPSC) is a required field of the Report of Sales found in Attachment C. The UNSPSC code permits software asset management through a standard coding structure. The UNSPSC is a coding system used to classify both products and services for use throughout the global marketplace. The management and development of the UNSPSC Code is coordinated by GS1 US. The current version is available free as a download at <http://www.unspsc.org>.
4. Records. The Contractor shall maintain archival copies of all orders for the life of the BPA. Copies shall be made available to the Government upon request.
5. Program Management Reviews (PMR). Reviews as required by the SPM and Contracting Officer.
6. Sales Leakage. The goals of the Army Enterprise Agreement can only be realized through cooperation between the Government and the Contractor to direct appropriate sales through the Army Enterprise Agreement vehicles. The Contractor shall ensure that all sales personnel are aware of the Army Enterprise Agreement and enforce the policy that this BPA is the preferred procurement vehicle for the products within. The Contractor shall also establish a process to regularly audit sales to Government buyers, determine where sales outside the Army vehicle are occurring, and take appropriate action to direct further sales through the Army vehicle. Results of these audits will be presented as an agenda item during PMRs.
7. Marketing. The Contractor shall dedicate reasonable resources to this effort and work to market and advertise this agreement. Desired actions include: advertising resultant vehicles on the contractors Internet site and advertising the agreement at relevant trade shows, participation in DoD Component sponsored events and news media geared to Army people.

F. Standards.

1. YEAR 2000 Compliance. All products provided under this BPA shall be Y2K compliant as defined in FAR 39.002.
2. JTA Compliance. All products offered shall comply with the appropriate Publicly Available Standards (PAS) (e.g., TIA, EIA, ANSI, IEEE, ISO) and the applicable DoD information technology standards contained in the Joint Technical Architecture (JTA). More information on this standard can be found at <http://jta.disa.mil>.
3. Section 508 of the Rehabilitation Act Compliance. All products provided under this BPA must meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607. General information regarding the Section 508 Act can be found at the web site www.section508.gov.
4. 52.204-2 -- Security Requirements (Aug. 1996)
- 252.201-7000 -- Contracting Officers Representative (Dec 1991)
- 252.204-7000 -- Disclosure of Information (Dec 1991)
- 252.204-7004 -- Required Central Contractor Registration (Mar 2000)
- 252.209-7004 -- Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (Mar 1998)
- 252.227-7015 -- Technical Data -- Commercial Items (Nov 1995)
- 252.227-7037 -- Validation of Restrictive Markings on Technical Data (Sep 1999)
- 252.246-7000 -- Material Inspection and Receiving Report (Dec 1991)

*** END OF NARRATIVE A0001 ***

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0001	ATTACHMENT A: PRODUCT AND PRICE LIST			
Attachment 0002	ATTACHMENT B: END USER LICENSE AGREEMENT			
Attachment 0003	ATTACHMENT C: REPORT OF SALES FORMAT			