W91QUZ-04-A-0002

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. P00001

3. EFFECTIVE DATE 27-Jan-2005

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO.(If applicable)

6. ISSUED BY CODE W91QUZ

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

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

See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
COMPUTER ASSOCIATES INTERNATIONAL, INC.
2291 WOOD OAK DRIVE
HERNDON VA 20171-2823

CODE 1E6U0 FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MOD. OF CONTRACT/ORDER NO. W91QUZ-04-A-0002

X 10B. DATED (SEE ITEM 13) 25-Sep-2004

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: mutual agreement of the parties

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, [X] is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Administrative revisions to the BPA including updating the required reporting format.

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)
TINA M. RATCLIFFE
MANAGER SALES ACCOUNTING

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
RONALD L. HYDE / CONTRACTING OFFICER
TEL: 703 325-4625 EMAIL: Ronald.L.Hyde@ITEC4.army.mil

15B. CONTRACTOR/OFFEROR
Tina M Ratcliffe
(Signature of person authorized to sign)

15C. DATE SIGNED 1/27/05

16B. UNITED STATES OF AMERICA
BY Ronald L. Hyde
(Signature of Contracting Officer)

16C. DATE SIGNED 27 January 2005

Section A - Solicitation/Contract Form

ADDENDUM
Block 11, Delivery:

Free on Board (F.O.B.) Origin

Refer to Section 8, Free on Board in BPA.

Block 15, Delivery Requirements

The Contractor shall start accepting orders upon signature of the Blanket Purchase Agreement (BPA). Delivery requirements will be specified in each individual order.

Block 18a, Payment Office and Procedures

The payment office will be identifed on each delivery order issued against the BPA. Payment procedures shall be in accordance with the resultant BPA holder's General Services Administration (GSA) Federal Supply Schedule (FSS) contract and as stated in Part C-1, Paragraph 12, entitled " Payment. " FAR Clause 52.213-1 entitled Fast Payment Procedures (Feb 1998) is incorporated by reference.

Block 18b, Invoice Submission

Invoices shall be submitted by the BPA holder or teaming partner to the payment address specified in each delivery order issued against the BPA. Electronic Funds Transfer (EFT) to receive payment is required. The resultant BPA holder's payment address(es) shall be as stated in its GSA FSS contract.
Block 25, Accounting and Classification

The BPA does not obligate funds. The Government is obligated only to the extent of authorized delivery orders issued under the BPA.

TERMS AND CONDITIONS

Section SF 1155 – CONTINUATION SHEET

BLOCK 11 - DELIVERY
Block 11, Delivery:

Free on Board (F.O.B.) Origin

Refer to section 8. Free on Board in BPA.

Block 15, Delivery Requirements

The Contractor shall start accepting orders upon signature of the Blanket Purchase Agreement (BPA). Delivery requirements will be specified in each individual order.

Block 18a, Payment Office and Procedures

The payment office will be identified on each delivery order issued against the BPA. Payment procedures shall be in accordance with the resultant BPA holder's General Services Administration (GSA) Federal Supply Schedule (FSS) contract and as stated in Part C-1, Paragraph 12, entitled "Payment." FAR Clause 52.213-1 entitled Fast Payment Procedures (Feb 1998) is incorporated by reference.

Block 18b, Invoice Submission

Invoices shall be submitted by the BPA holder or teaming partner to the payment address specified in each delivery order issued against the BPA. Electronic Funds Transfer (EFT) to receive payment is required. The resultant BPA holder's payment address(es) shall be as stated in its GSA FSS contract.

Block 25, Accounting and Classification

The BPA does not obligate funds. The Government is obligated only to the extent of authorized delivery orders issued under the BPA.

SCHEDULE OF SUPPLIES/SERVICES

ITEM NO. (CLIN)	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Software Licenses - FFP				
	UNICENTER NETWORK & SYSTEMS MANAGEMENT (NSM) Manager, Software Delivery (SDO) Manager, Asset Management (AMO)Manager, Anti-Virus Manager - Inclusive of 12 months of Usage and Maintenance Fee (UMF) See Tier Rating Methodology				$0.00
0001AA	Desktop FFP FOB Origin		Each	$152.00	$0.00
0001AB	Tier 1 FFP FOB Origin		Each	$1,007.00	$0.00
0001AC	Tier 2 FFP FOB Origin		Each	$2,596.00	$0.00
0001AD	Tier 3 FFP FOB Origin		Each	$6,485.00	$0.00
0001AE	Tier 4 FFP FOB Origin		Each	$12,710.00	$0.00
0001AF	Tier 5 FFP FOB Origin		Each	$19,342.00	$0.00
0001AG	Tier 6 FFP FOB Origin		Each	$27,950.00	$0.00
0001AH	Tier 7 FFP FOB Origin		Each	$38,200.00	$0.00
0001AI	Tier 8 FFP FOB Origin		Each	$48,816.00	$0.00
0001AJ	Tier 9 FFP FOB Origin		Each	$63,916.00	$0.00
0002	Software Licenses - FFP				
	UNICENTER NETWORK & SYSTEMS MANAGEMENT (NSM) Manager, Software Delivery (SDO) Manager, Asset Management (AMO)Manager, Anti-Virus Manager - Inclusive of 36 months of Usage and Maintenance Fee (UMF) See Tier Rating Methodology				$0.00
0002AA	Desktop FFP FOB Origin		Each	$237.00	$0.00
0002AB	Tier 1 FFP FOB Origin		Each	$1,573.00	$0.00
0002AC	Tier 2 FFP FOB Origin		Each	$3,853.00	$0.00
0002AD	Tier 3 FFP FOB Origin		Each	$9,658.00	$0.00
0002AE	Tier 4 FFP FOB Origin		Each	$16,103.00	$0.00
0002AF	Tier 5 FFP FOB Origin		Each	$25,127.00	$0.00
0002AG	Tier 6 FFP FOB Origin		Each	$36,841.00	$0.00
0002AH	Tier 7 FFP FOB Origin		Each	$50,865.00	$0.00
0002AI	Tier 8 FFP FOB Origin		Each	$66,566.00	$0.00
0002AJ	Tier 9 FFP FOB Origin		Each	$85,613.00	$0.00
0003	Software Licenses - FFP				
	UNICENTER NETWORK & SYSTEMS MANAGEMENT (NSM) Manager, Software Delivery (SDO) Manager, Asset Management (AMO)Manager, Anti-Virus Manager - Inclusive of 12 months of Usage and Maintenance Fee (UMF) See Tier Rating Methodology ONE YEAR MAINTENANCE ONLY				$0.00
0003AA	Desktop FFP FOB Origin		Each	$43.00	$0.00
0003AB	Tier 1 FFP FOB Origin		Each	$285.00	$0.00
0003AC	Tier 2 FFP FOB Origin		Each	$631.00	$0.00
0003AD	Tier 3 FFP FOB Origin		Each	$1,588.00	$0.00
0003AE	Tier 4 FFP FOB Origin		Each	$3,110.00	$0.00
0003AF	Tier 5 FFP FOB Origin		Each	$4,702.00	$0.00
0003AG	Tier 6 FFP FOB Origin		Each	$6,772.00	$0.00
0003AH	Tier 7 FFP FOB Origin		Each	$9,236.00	$0.00
0003AI	Tier 8 FFP FOB Origin		Each	$12,025.00	$0.00

0003AJ	Tier 9 FFP FOB Origin		Each	$15,418.00	$0.00

SCHEDULE OF SUPPLIES/SERVICES (CONTINUED)

ITEM NO. (CLIN)	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0004	Software Licenses - FFP				
	Unicenter Desktop Agents for Software Delivery, Asset Management and eTrust Anti-Virus – One Year FFP FOB Origin See Tier Rating Methodology				$0.00
0004AA	Desktop FFP FOB Origin		Each	$25.00	$0.00
0004AB	Tier 1 FFP FOB Origin		Each	$69.00	$0.00
0004AC	Tier 2 FFP FOB Origin		Each	$235.00	$0.00
0004AD	Tier 3 FFP FOB Origin		Each	$747.00	$0.00
0004AE	Tier 4 FFP FOB Origin		Each	$1,445.00	$0.00
0004AF	Tier 5 FFP FOB Origin		Each	$1,841.00	$0.00
0004AG	Tier 6 FFP FOB Origin		Each	$2,357.00	$0.00
0004AH	Tier 7 FFP FOB Origin		Each	$2,945.00	$0.00
0004AI	Tier 8 FFP FOB Origin		Each	$3,681.00	$0.00
0004AJ	Tier 9 FFP FOB Origin		Each	$4,601.00	$0.00
0005	Software Licenses - FFP				
	Unicenter Desktop Agents for Software Delivery, Asset Management and eTrust Anti-Virus – Three Years FFP FOB Origin See Tier Rating Methodology				$0.00
0005AA	Desktop FFP FOB Origin		Each	$75.00	$0.00
0005AB	Tier 1 FFP FOB Origin		Each	$207.00	$0.00
0005AC	Tier 2 FFP FOB Origin		Each	$705.00	$0.00
0005AD	Tier 3 FFP FOB Origin		Each	$2,241.00	$0.00
0005AE	Tier 4 FFP FOB Origin		Each	$4,335.00	$0.00
0005AF	Tier 5 FFP FOB Origin		Each	$5,523.00	$0.00
0005AG	Tier 6 FFP FOB Origin		Each	$7,071.00	$0.00
0005AH	Tier 7 FFP FOB Origin		Each	$8,835.00	$0.00
0005AI	Tier 8 FFP FOB Origin		Each	$11,043.00	$0.00
0005AJ	Tier 9 FFP FOB Origin		Each	$13,803.00	$0.00
0006	Software Licenses - FFP				
	Unicenter Desktop Agents for Software Delivery, Asset Management and eTrust Anti-Virus ONE-YEAR MAINTENANCE ONLY FFP FOB Origin See Tier Rating Methodology				$0.00
0006AA	Desktop FFP FOB Origin		Each	$25.00	$0.00
0006AB	Tier 1 FFP FOB Origin		Each	$69.00	$0.00
0006AC	Tier 2 FFP FOB Origin		Each	$235.00	$0.00
0006AD	Tier 3 FFP FOB Origin		Each	$747.00	$0.00
0006AE	Tier 4 FFP FOB Origin		Each	$1,445.00	$0.00
0006AF	Tier 5 FFP FOB Origin		Each	$1,841.00	$0.00
0006AG	Tier 6 FFP FOB Origin		Each	$2,357.00	$0.00
0006AH	Tier 7 FFP FOB Origin		Each	$2,945.00	$0.00
0006AI	Tier 8 FFP FOB Origin		Each	$3,681.00	$0.00
0006AJ	Tier 9 FFP FOB Origin		Each	$4,601.00	$0.00
0007	eTRUST ANTI-VIRUS inclusive of 12 months usage and maintenance. 100 copy minimum Same price for any Tier FFP FOB Origin See Tier Rating Methodology		Each	$1.00	$0.00
0008	Special Solutions – covers all other Generally Available (GA) Computer Programs available on GSA Schedule GS 35F-				

	0823M at GSA prices set forth therein. FOB Origin				

TERMS AND CONDITIONS

Blanket Purchase Agreement
DoD Enterprise Software Agreement (ESA)

In the spirit of the National Performance Review, The Army Contracting Agency – Information Technology, E-Commerce and Commercial Contracting Center (ITEC 4) on behalf of DoD, and Computer Associates International, Inc. (CA) hereby 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.

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

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

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

a. CLINs
b. Order Transaction Report
c. Vendor Status Report
d. Fee For Service Report

A. TERMS AND CONDITIONS

1. General

a. Pursuant to GSA FSS Contract Number GS-35F-0823M, Computer Associates International, Inc. (CA) agrees to the following terms of a BPA with ITEC4. All orders placed against this BPA are subject to the terms and conditions of the FSS Contract. Remaining stock fund and prepayment associated with BPA No. DAAB15-99-A-0018 will be transferred to this BPA.

b. License Transferability. In the event Government Licensee has a need to transfer the CA software or software licenses, such Government Licensee will notify CA in writing in advance and CA, in good faith, will review the circumstances with the Government Licensee to determine what is required to effect the transfer. Transfers within individual agencies can be made at no additional charge as long as CA is notified in writing in advance of the particulars of the transfer and use does not exceed the licensed use limitations. For clarification, "within individual agencies" means Army may transfer within Army, Navy may transfer within Navy, etc.

Software licenses purchased under this BPA are subject to the licensing provisions and the terms of the above referenced GSA FSS Contract. Any delivery order issued hereunder will serve as proof of purchase.

2. Products Available Under this BPA

CA Enterprise Management and Security Products, Services and Education on the Computer Associates International, Inc. (CA) GSA FSS Contract Number GS-35F-0823M are available under this BPA.

3. Pricing

The pricing set forth on Exhibit A for each respective CLIN 0001 through 0007 is fixed until the inventory set forth in the BPA Management and Oversight Section, paragraph 9.b. of this BPA is depleted. Once such inventory is depleted, the parties will modify this BPA to incorporate unit prices and rates for this BPA that are based on discounts off of CA's then-current GSA Schedule pricing. Upon award of changes to Computer Associates International, Inc. (CA)'s GSA FSS Contract Number GS-35F-0823M for products and services, the Contracting Officer must be notified in writing. (See paragraph C.2.f) The BPA will be modified by mutual agreement of the parties. An e-mail will be provided by CA to the Contracting Officer with access to the updated GSA Schedule pricing. Modifications to the BPA are not retroactive and will apply to orders placed only after the effective date of such change.

4. Prevailing Terms and Conditions

All orders placed against this BPA are subject to the terms and conditions of the Computer Associates International, Inc. (CA) GSA FSS Contract Number GS-35F-0823M. 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 Computer Associates International, Inc. (CA) GSA FSS Contract Number GS-35F-0823M, precedence will be given to the order, then provisions of this BPA, and then the GSA Schedule.

5. Duration of BPA

This BPA shall be effective from the date of BPA award and is to run concurrent with the GSA schedule contract including renewals. This expiration is contingent upon Computer Associates International, Inc. (CA) maintaining or renewing a GSA FSS Contract. The BPA will be reviewed annually to ensure that it still represents a "best value." Either party may terminate this BPA with thirty (30) days written notice.

6. Ordering Period

The ordering period for all items under this BPA is the same as the duration of the BPA set forth in paragraph 5, above.

7. Obligation of Funds

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized purchases actually made through orders issued under this BPA.

8. Media Replacement, Functionality Replacement and Extended Support.

In the event of loss or damage of media, CA agrees to replace such media at no charge to the Government. If the form, fit, or functionality contained in any licensed products acquired hereunder ("Original Software") 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 separate or renamed software at comparable use limitations and at no additional licenses or maintenance fees beyond those fees due under the license for the Original Software. However, throughout the term of this agreement, the contractor will provide DoD notice 12 months prior to the discontinuance of support services for a licensed software product.

9. Rights of Survivorship of the Agreement.

This Agreement shall survive unto CA, 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 CA 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 comparable use limitations and at no additional cost beyond those due under the original software license.

B. ADMINISTRATION AND AUTHORIZED USERS

1. Administration of this BPA will be performed by the following organization:

US Army Contracting Agency ITEC4
ATTN: SFCA-IT
2461 Eisenhower Avenue
Alexandria, VA 22331-1700

2. 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 and the Intelligence Community. This BPA is also open to DoD Contractors authorized to order in accordance with the FAR Part 51.

Support contractors performing work for the Department of Defense may use this BPA if they provide CA with a bona fide "right to buy" letter of authorization from their cognizant Contracting Officer. The letter must be on appropriate Federal Government letterhead; it must authorize the contractor the use of this BPA; it must cite the specific contract under which work is being performed for the Federal Government; it must cite the inclusive dates during which the authorization is valid; and it must be signed by the support contractor's cognizant Contracting Officer. The authorization letter must be attached to the purchase order submitted to ASCP.

3. BPA Points of Contact:

a. Contracting Office:
US Army Contracting Agency ITEC4
2461 Eisenhower Avenue
Alexandria, VA 22331-1700

Procuring Contracting Officer (PCO): Donna Harris
Phone: 703-325-8716
Fax: 703-325-3351
e-mail: Donna.Harris@itec4.army.mil

Contract Specialist: Betty Jones
Phone: 703-325-1715
Fax: 703-428-9815
e-mail: betty.jones@itec4.army.mil

b. Software Product Manager (SPM):
Assistant Project Manager, Army Small Computer Program
ATTN: SFAE-PS-EI-SCP(ESI)
Squier Hall, Bldg. 283
Fort Monmouth, NJ 07703-5605

SPM: Diane Grim
Phone: 732-532-6723 DSN 987-6723
Fax: 732-532-5185 DSN 992-5185
e-mail: Diane.Grim@us.army.mil

c. Financial Management Office (FMO):
Assistant Project Manager, Army Small Computer Program
ATTN: SFAE-PS-EI-SCP(FSG)

Squier Hall, Bldg. 283
Fort Monmouth, NJ 07703-5605

Phone: 732-532-0498 DSN 987-0498
Fax: 732-532-5185 DSN 992-5185

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

C. ORDERING

1. DFARS Section 208.74 directs 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 must obtain 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.don-imit.navy.mil/esi. This BPA will also be posted to the Army Small Computer Program website at https://ascp.monmouth.army.mil

2. Delivery Orders.

a. The scope of this effort is in accordance with the Computer Associates International, Inc. (CA) GSA FSS Contract Number GS-35F-0823M. Delivery requirements will be stipulated on Delivery Orders. **Notice to Ordering Offices:** This BPA was awarded on a sole-source non-competitive basis. Prior to issuing an order against this BPA, the ordering offices are responsible for compliance with GSA's Ordering Procedures for Services and DFARS 208.404-70.

b. Orders will be placed against this BPA in accordance with the Computer Associates International, Inc. (CA), GSA Contract and the APM-ASCP ordering instructions located at htts://ascp.monmouth.army.mil. To identify orders purchased via this Agreement, the

BPA number shall appear on each order. All orders shall include the BPA number, identification of the ordering activity, point of contact phone number and electronic mail address, and items purchased. Orders must include the following:

1. BPA Number W91QUZ-04-A-0002
2. Name of end user's POC, telephone number, and email address
3. Quantity ordered by CLIN
4. Shipping address(es) and quantity to be delivered to each address (NOTE: Use commercial address to be used for delivery of diskettes, media, etc.)
5. Inspection and acceptance authority's name and telephone number.
6. CPU make, model, serial number, and location (site).
7. All maintenance Delivery Orders (132-32) require CA's internal site and contract number and CPU classification or description.
8. Name of User Agency/Activity/MACOM, end user address (Include CA's internal site number), technical contact and telephone number.
9. Any attachments to an order must be initialed and dated
10. Order and attachments must be faxed together to CA

c. Ordering under this BPA is decentralized. Currently, the media used for orders is hardcopy, and through the APM-ASCP Marketplace. Each hardcopy order issued under this BPA shall be forwarded to APM-ASCP Centralized Order Processing Office (COPO) for verification and validation. Credit Card orders are permitted as provided under Computer Associates International, Inc. (CA), Inc.'s GSA Contract. The APM-ASCP COPO address is:

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.

The APM-ASCP Centralized Order Processing Office (COPO) will submit each order to Computer Associates International, Inc. (CA), Inc. (1 copy), at the following address:

Computer Associates International, Inc. (CA), Inc.
BPA Number: - W91QUZ-04-A-0002_____
Attn: Chris Sortzi
Company Address: 2291 Wood Oak Drive, Herndon, VA 20171

Voice: 703-708-3000 x 84539
Facsimile Number: (703) 709-4403
E-mail: christopher.sortzi@ca.com

d. The ordering office in accordance with their local procedures shall make the remaining distribution(s).

e. Computer Associates International, Inc. (CA), will only accept "hardcopy" orders that have been processed through the APM-ASCP COPO office.

f. Any request for a deviation from the terms of this BPA must be submitted in writing to the Contracting Officer at the following address:

US Army Contracting Agency ITEC4
ATTN: SFCA-IT-A
Hoffman Building 1, Room 284
2461 Eisenhower Avenue
Alexandria, VA 22331-1700

3. Delivery.

Deliveries shall be made to the locations specified in each order. The BPA price includes all delivery charges, F.O.B. shipping point for the 48 contiguous states, associated with shipping to the Government location identified in the ordering document. All deliveries shall be made F.O.B Origin, Freight Prepaid. Computer Program delivery will be fulfilled via electronic delivery, if possible, at CA's discretion.

International shipments requiring special arrangements will be handled on a case-by-case basis, and may require additional fees. Only APM-ASCP can expedite orders.

4. 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, at a minimum:

a. URL where a complete list of products available, with appropriate contract line item umbers (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

5. 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 this BPA, the Contractor shall use reasonable efforts to participate to achieve this objective. On-line ordering can also be accomplished at https://ascp.monmouth.army.mil

6. DoD Emall-IT Corridor.

As the scope of the DoD Emall-IT Corridor becomes finalized, Computer Associates International, Inc. (CA), Inc. agrees to review and provide reasonable input to the Government in its development of an electronic ordering program.

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

7. Delivery Notice

All orders shall be F.O.B. Origin, Freight Prepaid. Unless otherwise agreed to, a delivery ticket or a sales slip must accompany all deliveries, with the exclusion of electronic deliveries, under this BPA. These slips must contain all applicable "Ship To" information contained on the Government Delivery Order together with the Delivery Order Number.

The following defines the locations for CONUS, and NAMED OCONUS as related to this BPA:

CONUS - The 48 contiguous states, Alaska, Hawaii, and the District of Columbia.

Named OCONUS - Germany, Italy, Japan, Korea, Belgium, Netherlands, Turkey, Puerto Rico, and United Kingdom.
Delivery of products to both CONUS and NAMED OCONUS locations shall be in accordance with individual delivery orders issued under this BPA. The contractor shall start accepting orders upon issuance of the BPA. Shipping to the address(es) specified in each delivery order shall be within 3 - 5 business days for CONUS addresses, and 5 – 10 business days OCONUS from the date a valid order is received by the contractor, or as otherwise agreed to by the parties. Partial shipments and partial payments are allowed under the BPA unless otherwise specified by the ordering contracting officer.

8. Free on Board.

Domestic and overseas delivery of the supplies identified in Exhibit A shall be in accordance with Section 3 and Section 8 herein.

9. 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. Invoices shall be submitted to the payment address specified on each delivery order issued against this 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. Terms of any prompt payment discount offered
f. Name and address of official to whom payment is to be sent
g. 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 USC 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. Payment.

Payment shall be made for items Net 30 Days from receipt of a valid invoice. Payment, terms shall be specified in each delivery order. Payment procedures are in accordance with the GSA Schedule. The payment office shall be identified on each delivery order issued against the BPA. The Government will make payment in accordance with Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular, A-125, Prompt Payment. FAR 52.232-25, Prompt Payment (June 1998) applies. At the option of the Government payments under this BPA may be made by check, electronic funds transfer, or the automated clearinghouse. Computer Associates International, Inc. (CA) will invoice maintenance on a quarterly basis in arrears. Software maintenance shall be in accordance with the provisions of Computer Associates International, Inc. (CA)'s GSA Schedule Contract.

3. Fast Payment Procedure.

FAR 52.213-1, Fast Payment Procedure (Aug 1988), is hereby incorporated into this agreement 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.

4. Precedence.

The terms and conditions in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, precedence will be given to the order, then the provisions of the BPA.

5. Fees and Payments.

5.1 GSA Industrial Funding Fee

The unit prices include a markup to account for the GSA fee. The contractor shall be responsible for all required filings to GSA and for payment of this fee in accordance with applicable GSA instructions.

5.2 Acquisition, Contracting and Technical (ACT) Fee

The cost of awarding and administering this BPA is included in the prices charged to ordering activities. The Acquisition, Contracting and Technical (ACT) fee is 2%. Remittance of the ACT fee shall be made on a calendar quarterly basis (i.e., January-March; April-June; July-September; and October-December) and is due thirty (30) days following the completion of the reporting period. Negative reports are required. Failure to provide appropriate ACT fees within the prescribed 30 days, the amount 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 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.

5.2.1 Fee Distribution

The Navy, Army ,Air Force and DISA 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 quarterly Fee for Service Report. This field shall be notated Air Force, Army, DISA, Navy or DoD as appropriate.

ALL SALES

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

NAVY SALES:

The amount of ACT Fee due SPAWAR Systems Center Charleston shall be calculated at 1% of all Navy sales. Remit ACT fee to the Financial Management Office (FMO) by corporate or cashier's check made payable to "Treasurer of the United States". No transmittal letter is required with submission of Navy fee checks.

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

BPA# - W91QUZ-04-A-0002
Program Title –Computer Associates
ACT Fee

If using overnight or express mail, send check to:
SPAWAR Systems Center Charleston
ATTN: Elizabeth Vonasek
Norfolk Office
Code 645.2, Bldg. V53
9456 Fourth Avenue
Norfolk, VA 23511-2130

If using regular mail, send check to:
SPAWAR Systems Center Charleston
ATTN: Elizabeth Vonasek
Norfolk Office
Code 645.2, Bldg. V53
P.O. Box 1376
Norfolk, VA 23511-2130

ARMY SALES:

The amount of ACT fee due Program Executive Office Enterprise Information Systems (PEO EIS)shall be calculated at 2% of all Army/DOD Agency sales, and 1% for all other Service sales.

Remit ACT fee to PEO EIS by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA#W91QUZ-04-A-0002
ASCP Fee Reimbursement
Accounting Codes:
AA 97X4930 AFAC 015 0SX16 068142 3F 000000 923111 UIC: GTS100 JON: ZGT0011
REF: 923111*AQ418

Checks must be accompanied by a transmittal letter to ensure proper crediting of the payment.

Mail the check and transmittal letter to:
Program Executive Office Enterprise Information Systems (PEO EIS)
Assistant Project Manager, Army Small Computer Program
ATTN: SFAE-PS-EI-SCP (Financial Support Group)
Bldg. 283, Squier Hall
Fort Monmouth, NJ 07703

DISA SALES:

The amount of ACT fee due DFAS Indianapolis shall be calculated at 1% of all DISAsales.

Remit ACT fee to DFAS Indianapolis by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA# W91QUZ-04-A-0002
ESI SW Fee Sharing

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

Send check and transmittal letter to:
DFAS/ADOFA/COIN
8899 E. 56th Street
Indianapolis, IN 46249-1500

Mail a copy of the check and transmittal letter (or send via FAX or e-mail) to:

Defense Information Systems Agency
ATTN: Dawn Lawson, Code COGB
Falls Church, VA 22041-2717

FAX: 703-681-2782
E-mail: lawsond@ncr.disa.mil

AIR FORCE SALES:

The amount of ACT fee due DFAS Pensacola shall be calculated at 1% of all Air Force sales.

Remit ACT fee to DFAS Pensacola by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA#W91QUZ-04-A-0002
ESI-SW Fee Sharing
Accounting Codes: AA 97X4930 FF12 016 G2291 0 068142 3F 000000 913111 VESIG JON JAXF2Q0300

The ACT Fee check and a separate confirming letter will be sent to the following contact points.

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

FAX or Mail a copy of the check and transmittal letter to:

HQ SSG/AQPP
Financial Management

501 East Moore Drive
MAFB-Gunter Annex, AL 36114-3014
FAX: 334-416-5796

LETTER OF TRANSMITTAL FOR ARMY FEE PAYMENTS

Computer Associates International, Inc. (CA)

MEMORANDUM FOR:
Army Small Computer Program
PEO Enterprise Information SystemsATTN: SFAE-PS-EI-SCP(Financial Support Group)
Squier Hall, Bldg. 283
Fort Monmouth, NJ 07703-5605

FROM:
Computer Associates International, Inc. (CA)
2291 Wood Oak Drive
Herndon, VA 20171-2823

SUBJECT: Collection of Check for (Contract Name) – FY (01,02, etc)

1. Line of Accounting to collect this ACT Fee into is:

AA 97X4930 AFAC 015 0SX16 068142 3F 000000 923111 UIC: GTS100 JON: ZGT0011
REF: 923111*AQ418

2. Direct questions to Financial Services Group, DSN 992-0498 or Commercial 732-532-0498.

LETTER OF TRANSMITTAL FOR AIR FORCE FEE PAYMENTS

Computer Associates International, Inc. (CA)

MEMORANDUM FOR:
DFAS OPLOC/PE
130 West Ave., Suite A
Bldg 603-2, Code FDA-SSG
Pensacola, FL 32508-5120

FROM:
Computer Associates International, Inc. (CA)
2291 Wood Oak Drive
Herndon, VA 20171-2823

SUBJECT: Collection of Surcharge Checks from ESI-SW Fee Sharing with Other Services – FY

1. Line of accounting to collect this ACT Fee into is:

AA 97X4930 FF12 016 G2291 0 068142 3F 000000 913111 VESIG JON JAXF2Q0300

2. Direct questions to (POC, Phone Number)

Provide a copy of this letter to:

HQ SSG/ITP
501 East Moore Drive
MAFB-Gunter Annex, AL 36114-3014

LETTER OF TRANSMITTAL FOR DISA FEE PAYMENTS

MEMORANDUM FOR DFAS/ADOFA/COIN
8899 E. 56TH STREET
INDIANAPOLIS, IN 46249=1500

FROM:
Computer Associates International, Inc. (CA)
2291 Wood Oak Drive
Herndon, VA 20171-2823

SUBJECT: Collection of Surcharge Checks from ESI-SW Fee Sharing with Other Services – FY__

1. Line of accounting to collect this ACT Fee into is:

AA 970100 4300 P44BMBC 10 DC 2531 DDCMO43004 S12137

2. Direct questions to (POC, Phone Number)

Provide a copy of this letter to:

Defense Information Systems Agency
ATTN: Dawn Lawson
5600 Columbia Pike, Suite 900
Falls Church, VA 22041-2717

Postal Mail, fax or e-mail is an acceptable means for forwarding the DISA ESI PMO copy.

FAX Number is: 703-681-2782

E-mail address is: lawsond@ncr.disa.mil

BPA MANAGEMENT AND OVERSIGHT

1. General

The Contractor must provide centralized administration in support of all work performed under this BPA. The Computer Associates International, Inc. (CA), Inc. point of contact, Chris Sortzi, will be the single point of contact for administering this BPA, to include order acceptance, order status, reporting (as identified in paragraph 18), and other BPA related issues. The Computer Associates International, Inc. (CA), Inc. point of contact, at a minimum, is required to participate in periodic 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 quarterly reports. The Contractor shall ensure that all sales personnel are aware of the Enterprise Software Initiative Program and enforce the policy that this BPA is the preferred DoD procurement vehicle for the products within.

2. Reporting.

Computer Associates International, Inc. (CA), Inc. shall provide the following reports to APM-ASCP on a quarterly basis:

Order Transactions Report (EXHIBIT B)
Vendor Status Report (EXHIBIT C)
Fee For Service Report (EXHIBIT D)

3. 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.

4. Army Information Technology Conference (AITC):

Computer Associates International, Inc. (CA), Inc. will attend the Army Information Technology Conference (AITC) during the existence of this BPA.

5. Marketing:

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

6. 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.

7. 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 those 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 reasonably 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://deskbook.dau.mil/software/gen/home.html.

8. STANDARDS:

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

b. 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 athttp://www.itsi.disa.mil

As applicable to the Computer Associates product family, existing mandated requirements as found in JTA-vol-I.pdf (dated November 2003) are fully supported by Computer Associates software solutions. For recognized, emerging standards, Computer Associates is either actively investigating the development to support such standards or agrees to develop toward such relevant, public standards based on actual adoption within the DoD. In specific cases where Computer Associates solutions are deemed to have no relevance to such standards, no such compliance is implied or should be inferred.

c. Section 508 of the Rehabilitation Act Compliance.
The computer programs provided under this BPA CLIN 001 through 007 meet the applicable accessibility standards at 36 CFR Part 1194.21 as required by FAR Case 1999-607. 508 Conformance Statements for CLINS 001 through 007 shall be provided to DoD. 508 conformance for CLIN 008 items shall be determined on an order-by-order basis as delivery orders are issued for CLIN 008 computer programs. General information regarding the Section 508 Act can be found at the web site at www.section508.gov.

9. Additional Clauses:

a. **SmartBuy.** If during the term of this agreement, Computer Associates International, Inc. (CA) enters into contracts with General Services Administration (GSA) for government-wide contracts under GSA's SmartBuy Initiative, that include pricing for the specific products or product configurations licensed by a DoD Agency under the ESI BPA, under similar terms and conditions, that is less than the pricing provided by Computer Associates International, Inc. (CA) under this agreement, Computer Associates International, Inc. (CA) will enter into good faith negotiations to lower its prices for future procurements under this agreement consistent with the similar terms and conditions of the SmartBuy Initiative, or allow the DoD Agency to move to the SmartBuy program for Computer Associates International, Inc. (CA) products at the Government's option.

b. **Inventory.** Currently, APM ASCP maintains an inventory of products for CLINs 0001 through 0007 under this BPA. Users having a requirement for the products under this BPA need only to provide PM SCP a Military Interdepartmental Purchase Request (MIPR) and ASCP Ordering Sheet as outlined in paragraph c below. Once the inventory has been depleted, delivery orders shall be processed in accordance with Section C. Paragraph 2 above.

c. When ordering CLINs 0001 through 0007, a Military Interdepartmental Purchase Request (MIPR) and completed ASCP Ordering Sheet (available on the ASCP website) shall be provided by the Ordering Office to APM ASCP with the following information.

1. BPA Number (W91QUZ-04-A-0002
2. Name of end user's POC, telephone number, and email address
3. Quantity ordered by CLIN
4. Shipping address(es) and quantity to be delivered to each address (NOTE: Use commercial address to be used for delivery of diskettes, media, etc.)
5. Inspection and acceptance authority's name and telephone number.
6. CPU make, model, serial number, and location (site).
7. All maintenance Delivery Orders (132-32) require CA's internal site and contract number and CPU classification or description.
8. Name of User Agency/Activity/MACOM, end user address (Include CA's internal site number), technical contact and telephone number.
9. When a Delivery Order for the purchase of a license is issued and the price is reduced between the Delivery Order date and the date of acceptance, the lower price shall apply and the Delivery Order shall be amended accordingly.
10. Other Information - See APM ASCP web site https://ascp.monmouth.army.mil for special ordering instructions for enterprise licenses.

d. The following remittance addresses shall be utilized when placing orders against the Computer Associates BPA:

Payments by Electronic funds transfer:
Mellon Bank Center
Pittsburgh, Pennsylvania 15258
ABA# 043 000261
Operating Account Number 1781540
Account Name: Computer Associates International, Inc.

Payments by check payable to Computer Associates International, Inc.
Mailed to either address:
P. O. Box 360355
Pittsburgh, Pennsylvania 15251-6355
Or
Dept. 0730
P. O. Box 120001
Dallas, Texas 75312-0730

CA is required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for written delivery orders. Government purchase cards are acceptable for payment above the micro-purchase threshold.

EXHIBITS SUMMARY

EXHIBIT A:	Reserved
EXHIBIT B:	Order Transactions Report
EXHIBIT C:	Vendor Status Report
EXHIBIT D:	Fee for Service Report

EXHIBIT A

RESERVED

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 the 30th calendar day after each calendar quarter. Report order transactions from Sunday through Saturday (or orders not previously reported) and send to ASCP by COB on the following Thursday.
2. An e-mail response is required for negative reports (no transactions to report).
3. This electronic report needs to be submitted as a Microsoft Excel Spreadsheet, to amsel-dsa-scp-cr@mail1.monmouth.army.mil.
4. No extra spaces, commas, or ampersands allowed in the spreadsheet. Dashes are allowed. File name cannot be more than 50 characters in length. Vendor needs to ensure leading zeros are not dropped. For example, Zip Code "07703" should not appear as "7703"; Order Number "0030" should not appear as "30"; CLIN Number "0003AA" should not appear as "3AA".
5. NOTE: Order Transaction and Vendor Status reports are cross-referenced for reconciliation and therefore, data must be consistent in all 3 reports (i.e. order number, dates, dollar amounts, etc.).

Excel Column	Column Name	Format	Comments
A	Contract Number	Alphanumeric (21)	
B	Order Number	Alphanumeric (30)	1. Must be unique (minimum 4 digits). 2. You cannot report this order more than once in the same file. (The can have as many line items as you wish). 3. Record order number **exactly** as it appears on the order.
C	Order Mod Number	Alphanumeric (25)	*Data required only when* reporting a MOD.
D	Transaction Type	Alphanumeric (2)	The order types are as follows: CC = Credit Card, DO= Direct Orderin (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 ord mod, report the date of the order mod.
F	Date Transaction Cancelled	DD-MMM-YYYY	*Data required only for* Cancelled order/mods.
G	UNSPSC	Alphanumeric (14)	Format is ##. ##. ##. ##. ##. Last two positions should be "00" except 1 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 contra 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 n
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 int separate columns)
N	POC First Name	Alphanumeric (35)	Customer's First Name.
O	POC Title	Alphanumeric (35)	Customer's Title (i.e. COL, Mr., Ms., etc.).
P	Telephone Number	Alphanumeric (20)	Customer's telephone number. Format: 9999999999
Q	Email address	Alphanumeric (40)	Customer's email address.
R	Street Address 1	Alphanumeric (40)	First line of the Customer's Ship-To address.
S	Street Address 2	Alphanumeric (40)	Second line of the Customer's Ship-To address.
T	Street Address 3	Alphanumeric (40)	Third line of the Customer's Ship-To address.
U	City	Alphanumeric (27)	Customer's Ship-To City.
V	State	Alphanumeric (2)	Customer's Ship-To State for USA only. Post office two character abbreviation.
W	Country	Alphanumeric (27)	*Data required only when* reporting a country other than USA.

X	5-digit Zip Code	Number (5)	Five-digit Customer Ship-To zip code.
Y	4-digit Zip Code Extension	Number (4)	Four-digit extension Customer Ship-To zip code.
Z	Service or Agency	Alphanumeric (20)	Use the abbreviation from the *Service/Agency* list located at https://ascp.monmouth.army.mil/scp/content/activitylist.jsp
AA	Army Activity	Alphanumeric (20)	*Data required only for Army.* Use the abbreviation from the *Activity* 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 C
Vendor Status (VS)
(File Layout Definition)

1. This report is due the 30th calendar day after each calendar quarter.
2. An e-mail response is required for negative reports (no transactions to report).
3. This electronic report needs to be submitted as a Microsoft Excel Spreadsheet, to amsel-dsa-scp-cr@mail1.monmouth.army.mil.
4. No extra spaces, commas, or ampersands allowed in the spreadsheet. Dashes are allowed. File name cannot be more than 50 characters in length.
5. Vendor needs to ensure leading zeros are not dropped. For example, order number 0030 should not appear as 30.
6. When canceling orders, enter the date in the **Date Transaction Cancelled** column in this report.
7. NOTE: Order Transaction and Vendor Status reports are cross-referenced for reconciliation and therefore, data must be consistent in both reports (i.e. order number, dates, dollar amounts, etc.).
8. Format for 16 required columns (all 16 columns are required even when there is no data for a specific column):

Excel Column	Column Name	Format	Comments
A	Contract Number	Alphanumeric (21)	
B	Order Number	Alphanumeric (30)	Record order number **exactly** as it appears on the order.
C	Order Mod Number	Alphanumeric (25)	*Only Required when* reporting a mod.
D	Date Received by Vendor	DD-MMM-YYYY	(i.e. 09-FEB-2002)
E	Date Rejected by Vendor	DD-MMM-YYYY	*Data required only for* rejected orders.
F	Date Accepted by Vendor	DD-MMM-YYYY	A Vendor receives an order and either rejects it or accepts it as a valid order.
G	Date Transaction Cancelled	DD-MMM-YYYY	*Data required only for* Cancelled order/mods.
H	Projected Ship Date by Vendor	DD-MMM-YYYY	*Data required only when* reporting a projected ship date.
I	Vendor Ship Date	DD-MMM-YYYY	For all orders shipped by the Vendor.
J	Projected Delivery Date	DD-MMM-YYYY	*Data required only when* reporting a projected delivery date.
K	Contractually Due Date	DD-MMM-YYYY	This is a date calculated by the Vendor that shows when the order is contractually due. This formula is agreed to by the Product Leader and Vendor and takes into consideration contract requirements such as CONUS, OCONUS, SURGE, NON-SURGE, SERVICES, etc.
L	Service Start Date	DD-MMM-YYYY	*Data required only when* reporting services.
M	Service Completion Date	DD-MMM-YYYY	*Data required only when* reporting services.
N	Comments	Alphanumeric (2000)	Free text.
O	ASCP Reserved 1	Alphanumeric (2000)	Reserved for Product Leader.
P	ASCP Reserved 2	Alphanumeric (2000)	Reserved for Product Leader.

EXHIBIT D
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)	*Data required only when* reporting a MOD.
H	Dollar Amount of Transaction	Number (12,2)	Reflects dollar amount of the transaction (order or MOD being reported). No formatting (i.e. No $ signs, commas, etc).
I	Date Transaction Sent to Vendor	DD-MON-YYYY	(i.e. 09-FEB-2002)
J	1 Percent Fee for Transaction	Number (12,2)	
K	Previous Payment Made on Transaction	Number (12,2)	
L	Current Payment	Number (12,2)	
M	Remaining Amount to be Paid	Number (12,2)	
N	Transaction Type	Alphanumeric (2)	Order types are as follows: CC = Credit Card DO = Direct Ordering (paper direct to vendor) PA = Paper (sent to vendor by COPO)
O	Other Agency Share Fee Payable	Number (12,2)	If applicable. Fee share amount due to either Navy, AF or DLA (50% of Column L)
P	Other Agency for Share Fee	Alphanumeric (21)	If applicable. Identify as 'USN', 'DLA', or 'USAF' generated Delivery Order
Q	Army Fee Payable	Number (12,2)	If applicable. Column L minus Column O Amounts
R	Comments	Alphanumeric (2000)	Free text.
S	COPO#	Number	Number assigned by COPO, if applicable

T	ASCP Reserved 2	Alphanumeric (2000)	Reserved for Product Leader.

EXHIBIT D

Fee For Service (FFS) (Continued)

(File Layout Definition)

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

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

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

SAMPLE
VENDOR REPORT FORMAT

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
REPORT NUMBER	REPORT TYPE	REPORT START DATE	REPORT END DATE	CONTRCT NUMBER	ORDER NUMBER	MOD NUMBER	DOLLAR AMOUNT OF TRANS	DATE TRANS SENT TO VENDOR	1 PERCENT FEE FOR TRANS	PREVIOUS PYMT MADE ON TRANS	CURRENT PYMT	REMAINING AMOUNT TO BE PAID	TRANS TYPE	Other Agency Fee Payment
FFS2002-03	I	1-Mar-2002	31-Mar-2002	DAAB15-XX-X-XXXX	DO01		100000.00	14-Mar-2002	990.10	0.00	990.10	0.00	DO	495.
FFS2002-03	I	1-Mar-2002	31-Mar-2002	DAAB15-XX-X-XXXX	DO01	0001	10000.00	15-Mar-2002	99.01	0.00	99.01	0.00	DO	
FFS2002-03	I	1-Mar-2002	31-Mar-2002	DAAB15-XX-X-XXXX	DO16		25000.00	10-Jan-2002	247.52	100.00	100.00	47.52	DO	50.
FFS2002-03	I	1-Mar-2002	31-Mar-2002	DAAB15-XX-X-XXXX	DO25		5000.00	12-Mar-2002	49.50	0.00	49.50	0.00	CC	

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

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

Section B - Supplies or Services and Prices

B-TABLE

ITEM NO. (CLIN)	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Software Licenses - FFP				
	UNICENTER NETWORK & SYSTEMS MANAGEMENT (NSM) Manager, Software Delivery (SDO) Manager, Asset Management (AMO)Manager, Anti-Virus Manager - Inclusive of 12 months of Usage and Maintenance Fee (UMF) See Tier Rating Methodology				$0.00
0001AA	Desktop FFP FOB Origin		Each	$152.00	$0.00
0001AB	Tier 1 FFP FOB Origin		Each	$1,007.00	$0.00
0001AC	Tier 2 FFP FOB Origin		Each	$2,596.00	$0.00
0001AD	Tier 3 FFP FOB Origin		Each	$6,485.00	$0.00
0001AE	Tier 4 FFP FOB Origin		Each	$12,710.00	$0.00
0001AF	Tier 5 FFP FOB Origin		Each	$19,342.00	$0.00
0001AG	Tier 6 FFP FOB Origin		Each	$27,950.00	$0.00
0001AH	Tier 7 FFP FOB Origin		Each	$38,200.00	$0.00
0001AI	Tier 8 FFP FOB Origin		Each	$48,816.00	$0.00
0001AJ	Tier 9 FFP FOB Origin		Each	$63,916.00	$0.00
0002	Software Licenses - FFP				
	UNICENTER NETWORK & SYSTEMS MANAGEMENT (NSM) Manager, Software Delivery (SDO) Manager, Asset Management (AMO)Manager, Anti-Virus Manager - Inclusive of 36 months of Usage and Maintenance Fee (UMF) See Tier Rating Methodology				$0.00
0002AA	Desktop FFP FOB Origin		Each	$237.00	$0.00
0002AB	Tier 1 FFP FOB Origin		Each	$1,573.00	$0.00
0002AC	Tier 2 FFP FOB Origin		Each	$3,853.00	$0.00
0002AD	Tier 3 FFP FOB Origin		Each	$9,658.00	$0.00
0002AE	Tier 4 FFP FOB Origin		Each	$16,103.00	$0.00
0002AF	Tier 5 FFP FOB Origin		Each	$25,127.00	$0.00
0002AG	Tier 6 FFP FOB Origin		Each	$36,841.00	$0.00
0002AH	Tier 7 FFP FOB Origin		Each	$50,865.00	$0.00
0002AI	Tier 8 FFP FOB Origin		Each	$66,566.00	$0.00
0002AJ	Tier 9 FFP FOB Origin		Each	$85,613.00	$0.00
0003	Software Licenses - FFP				
	UNICENTER NETWORK & SYSTEMS MANAGEMENT (NSM) Manager, Software Delivery (SDO) Manager, Asset Management (AMO)Manager, Anti-Virus Manager - Inclusive of 12 months of Usage and Maintenance Fee (UMF) See Tier Rating Methodology ONE YEAR MAINTENANCE ONLY				$0.00
0003AA	Desktop FFP FOB Origin		Each	$43.00	$0.00
0003AB	Tier 1 FFP FOB Origin		Each	$285.00	$0.00
0003AC	Tier 2 FFP FOB Origin		Each	$631.00	$0.00
0003AD	Tier 3 FFP FOB Origin		Each	$1,588.00	$0.00
0003AE	Tier 4 FFP FOB Origin		Each	$3,110.00	$0.00
0003AF	Tier 5 FFP FOB Origin		Each	$4,702.00	$0.00

0003AG	Tier 6 FFP FOB Origin		Each	$6,772.00	$0.00
0003AH	Tier 7 FFP FOB Origin		Each	$9,236.00	$0.00
0003AI	Tier 8 FFP FOB Origin		Each	$12,025.00	$0.00
0003AJ	Tier 9 FFP FOB Origin		Each	$15,418.00	$0.00

SCHEDULE OF SUPPLIES/SERVICES (CONTINUED)

ITEM NO. (CLIN)	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0004	Software Licenses - FFP				
	Unicenter Desktop Agents for Software Delivery, Asset Management and eTrust Anti-Virus – One Year FFP FOB Origin See Tier Rating Methodology				$0.00
0004AA	Desktop FFP FOB Origin		Each	$25.00	$0.00
0004AB	Tier 1 FFP FOB Origin		Each	$69.00	$0.00
0004AC	Tier 2 FFP FOB Origin		Each	$235.00	$0.00
0004AD	Tier 3 FFP FOB Origin		Each	$747.00	$0.00
0004AE	Tier 4 FFP FOB Origin		Each	$1,445.00	$0.00
0004AF	Tier 5 FFP FOB Origin		Each	$1,841.00	$0.00
0004AG	Tier 6 FFP FOB Origin		Each	$2,357.00	$0.00
0004AH	Tier 7 FFP FOB Origin		Each	$2,945.00	$0.00
0004AI	Tier 8 FFP FOB Origin		Each	$3,681.00	$0.00
0004AJ	Tier 9 FFP FOB Origin		Each	$4,601.00	$0.00
0005	Software Licenses - FFP				
	Unicenter Desktop Agents for Software Delivery, Asset Management and eTrust Anti-Virus – Three Years FFP FOB Origin See Tier Rating Methodology				$0.00
0005AA	Desktop FFP FOB Origin		Each	$75.00	$0.00
0005AB	Tier 1 FFP FOB Origin		Each	$207.00	$0.00
0005AC	Tier 2 FFP FOB Origin		Each	$705.00	$0.00
0005AD	Tier 3 FFP FOB Origin		Each	$2,241.00	$0.00
0005AE	Tier 4 FFP FOB Origin		Each	$4,335.00	$0.00
0005AF	Tier 5 FFP FOB Origin		Each	$5,523.00	$0.00
0005AG	Tier 6 FFP FOB Origin		Each	$7,071.00	$0.00
0005AH	Tier 7 FFP FOB Origin		Each	$8,835.00	$0.00
0005AI	Tier 8 FFP FOB Origin		Each	$11,043.00	$0.00
0005AJ	Tier 9 FFP FOB Origin		Each	$13,803.00	$0.00
0006	Software Licenses - FFP				
	Unicenter Desktop Agents for Software Delivery, Asset Management and eTrust Anti-Virus ONE-YEAR MAINTENANCE ONLY FFP FOB Origin See Tier Rating Methodology				$0.00
0006AA	Desktop FFP FOB Origin		Each	$25.00	$0.00
0006AB	Tier 1 FFP FOB Origin		Each	$69.00	$0.00
0006AC	Tier 2 FFP FOB Origin		Each	$235.00	$0.00
0006AD	Tier 3 FFP FOB Origin		Each	$747.00	$0.00
0006AE	Tier 4 FFP FOB Origin		Each	$1,445.00	$0.00
0006AF	Tier 5 FFP FOB Origin		Each	$1,841.00	$0.00
0006AG	Tier 6 FFP FOB Origin		Each	$2,357.00	$0.00
0006AH	Tier 7 FFP FOB Origin		Each	$2,945.00	$0.00
0006AI	Tier 8 FFP FOB Origin		Each	$3,681.00	$0.00
0006AJ	Tier 9 FFP FOB Origin		Each	$4,601.00	$0.00
0007	eTRUST ANTI-VIRUS inclusive of 12 months usage and maintenance. 100 copy minimum Same price for any Tier				

	FFP FOB Origin See Tier Rating Methodology		Each	$1.00	$0.00
0008	Special Solutions – covers all other Generally Available (GA) Computer Programs available on GSA Schedule GS 35F-0823M at GSA prices set forth therein. FOB Origin				

BPA Master Dollar Limit: $0.00
BPA Call Limit: $0.00

Period of Performance: 17-Jul-2004 to 17-Jul-2009

FSC Codes:
7030