

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30			1. REQUISITION NUMBER NA	PAGE 1 OF 13
2. CONTRACT NO. GSQ0009AE0027	3. AWARD/EFFECTIVE DATE SEE BLOCK 31C.	4. ORDER NUMBER NA	5. SOLICITATION NUMBER RFQ 348667	6. SOLICITATION ISSUE DATE 06 MAR 2009
7. FOR SOLICITATION INFORMATION CALL:		a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY U.S. GENERAL SERVICES ADMINISTRATION FEDERAL ACQUISITION SERVICE SMARTBUY PROGRAM MANAGEMENT OFFICE 10304 EATON PLACE FAIRFAX, VIRGINIA 22030-2213 POC: MICHAEL W. HARGROVE PHONE: 703-306-7701 (V); 703-306-8816 (F) EMAIL: Michael.Hargrove@gsa.gov	CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS TO BE CITED	<input type="checkbox"/> 13a. THIS CONTACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO SPECIFIED ON ORDERS ISSUED HEREUNDER	CODE	16. ADMINISTERED BY BASIC AGREEMENT - SAME AS BLOCK 9	CODE
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17a. CONTRACTOR/ OFFEROR ONIX NETWORKING CORPORATION 26931 DETROIT ROAD WESTLAKE OH 44145-2371 DUNS: 807896121 TIN: 341729033 POC: Dal VanDervort, Federal Government Group PHONE: 440-835-9378 (Voice) / 440-871-0399 (Facsimile) EMAIL: dal@onixnet.com	CODE	18a. PAYMENT WILL BE MADE BY SPECIFIED ON ORDERS ISSUED HEREUNDER	CODE
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUMMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK CHECKED. <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE ATTACHMENT A GSA SCHEDULE, GS-35F-5519H, APPLIES				

25. ACCOUNTING AND APPROPRIATION DATA NA	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$ ZERO DOLLAR BPA
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	29. AWARD OF CONTRACT: REFERENCE OFFER <input type="checkbox"/> DATED . . . YOUR OFFER ON SOLICITATION (BLOCK 5). INCLUDES ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31b. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 
30b. NAME AND TITLE OF SIGNER (Type or Print) Dal VanDervort Director Federal S&S	30c. DATE SIGNED 9-15-09
31d. NAME OF CONTRACTING OFFICER (Type or Print) MICHAEL W. HARGROVE	31c. DATE SIGNED 15 SEP 2009

**Blanket Purchase Agreement
GSA/FAS/SmartBUY PMO & DoD/ESI Enterprise Software Agreement (ESA)**

In the spirit of the Federal Acquisition Streamlining Act, the General Services Administration (GSA), Federal Acquisition Service (FAS), SmartBUY Program Management Office (PMO) and Onix Networking Corporation enter into an agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule (FSS) Contract ([GS-35F-5519H](#)).

FSS Contract Blanket Purchase Agreements (BPAs) 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 objective is to create a purchasing mechanism for the Government that works better and costs less.

This BPA has been designated as a co-branded GSA/FAS/SmartBUY PMO and DoD/ESI Agreement, which is open to all U.S. Executive Agencies (as defined in 48 CFR 21), including the DoD, authorized state and local government entities, and authorized contractors, except as restricted herein.

Attachments to this Agreement are:

- Attachment A – Product and Price List
- Attachment B – License Agreement
- Attachment C – Fees and Payments
- Attachment D – Report of Sales Template (**SAMPLE**)
- Attachment E – Statement of Work
- Attachment F – Cooperative Purchasing Program Participation
- Attachment G – Common Security Configuration Certification
- Attachment H – FIPS 140-2 Validation Certification

A. TERMS AND CONDITIONS

1. Pursuant to GSA Contract Number [GS-35F-5519H](#), **Onix Networking Corporation**, agrees to the following terms of a BPA with the SmartBUY PMO. All orders placed against this BPA are subject to the terms and conditions of the FSS Contract. The products and services available under this BPA are set forth in Attachment A. License terms and conditions applicable to products acquired under this BPA are defined in the Planet Associates, Inc. License Agreement, included as Attachment B. The Order of Precedence for resolving any inconsistency between the Commercial License and the GSA contract terms shall be as specified in the GSA contract's Commercial Item clause, FAR 52.212-4, and the provisions of FAR 52.212-4 specified in FAR 12.302, as required by Federal law, shall prevail over any terms of the commercial license.
2. **Extent of Obligation.** The Government estimates, but does not guarantee, that the dollar amount of purchases through this agreement, over its entire period of performance, will be \$20,000,000.00. 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.** In accordance with FAR 8.405-3(c), this BPA shall not exceed five years from the award effective date (Face Page, Block 31c). This BPA will be reviewed annually to ensure that it still represents a “best value”.
5. **Pricing Terms.** Attachment A (Product and Price List) 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. 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.** The products, services, and maintenance available under this BPA, including applicable discounts, are delineated on Attachment A.
7. **Out-Year Prices.** The products, services, and maintenance available under this BPA, including applicable discounts, are delineated on Attachment A.
8. **Price Reduction.**
 - 8.1 **Most Favored Customer Prices.** The prices under this BPA shall be at least as low as the prices that Planet Associates, Inc. has under any other contract instrument under like terms and conditions. If at any time the prices under any other contract instrument become lower than the prices in this BPA, this BPA will be modified to include the lower prices.
 - 8.2 **SmartBUY Transition.** In the event that a federal agency has a current agreement for the supplies and services under the SmartBUY agreement, they shall have the right to acquire licenses and support under the SmartBUY agreement after expiration of the current term (prior to exercising the next annual option, if applicable).
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 available for purchase under this BPA are delineated on Attachment A and are subject to the licensing provisions and the terms of the GSA Contract. 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.)
 - 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 GSA/FAS/SmartBUY PMO and the DoD/ESI are 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 Onix Networking Corporation, its Successors and assigns. The software and agreement terms and conditions as covered under this agreement shall survive this agreement notwithstanding the acquisition or merger of Onix Networking Corporation, 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.
10. **Media.** This software is currently available on hard copy media. Software can, also, be downloaded. Upon Credit Card or Purchase Order Approval, the end-users will be sent an email confirmation and their Planet Associates, Inc. Customer ID (CID) will be validated for download capability. Please contact the BPA holder for additional information.
11. **Support and Maintenance.** Support and Maintenance available under this BPA is delineated on Attachment A, under Special Item Number (SIN) 132-34.
12. **Professional Services.** Professional Services available under this BPA are delineated on Attachment A, under Special Item Number (SIN) 132-51.
13. **On-Site Training.** On-Site Training Services available under this BPA are delineated on Attachment A, under Special Item Number (SIN) 132-50.
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 70. 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 products.

B. AUTHORIZED USERS AND POINTS OF CONTACT

1. **Authorized Users.** This BPA has been designated as a GSA/FAS/SmartBUY PMO and DoD/ESI Agreement and is open for ordering by all United States Federal agencies, Department of Defense Components, authorized state and local government entities, and authorized contractors. 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. GSA or other applicable ordering organizations/agencies are authorized to place orders under this BPA on behalf of DoD end users and must comply with DFARS 208.7400. This BPA is also open to all cost-reimbursement Contractors authorized to order in accordance with FAR Part 51.

2. BPA Points of Contact:

a. Contracting Officer:

Procuring Contracting Officer (PCO):
U.S. General Services Administration
Federal Acquisition Service
SmartBUY Program Management Office
10304 Eaton Place
Suite 3A-05
Fairfax, VA 22030-2213

POC: Michael W. Hargrove
Phone: 703-306-7701
Fax: 703-306-6816
Email: michael.hargrove@gsa.gov

b. Project Manager (PM):

Project Manager (PM):
U.S. General Services Administration
Federal Acquisition Service
SmartBUY Program Management Office
10304 Eaton Place
Suite 3A-15
Fairfax, VA 22030-2213

PM: Stephen F. Bell
Phone: 703-306-7595
Fax: 703-306-6816
Email: stephen.bell@gsa.gov

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.

The GSA/FAS/SmartBUY PMO will post information regarding the agreement on the SmartBUY website, <http://www.gsa.gov/smartbuy>. This BPA will also be posted to the DoD/ESI website, <http://www.esi.mil>, as part of the ESI program.

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

Ordering via this BPA is decentralized. Orders are prepared by an authorized Government Ordering Officer, in accordance with the terms and conditions of this BPA and the GSA Schedule, or prime contractor authorized by a Government Contracting Officer in accordance with FAR Part 51. 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.

Notice to Ordering Offices: This is a single award BPA to a Small Business, established competitively against the GSA Schedule. It is the responsibility of the Ordering Officer to:

- a. Comply with the ordering procedures of FAR 8.405-3(b)(1) and DFARS 208.4;
- b. Obtain competition and/or execute brand name or limited source justifications, as applicable;
- c. Ensure compliance with all fiscal laws prior to issuing an order under this BPA;
- d. Incorporate into the order any regulatory and statutory requirements that are applicable to the agency for which the order is placed, if pertinent requirements are not already included in this BPA; and,
- e. Ensure the vendor selected for the order represents the best value and the lowest overall cost alternative.

3. **Users' Ordering Guide.** The Contractor shall develop a Users' Ordering Guide in coordination with the Government that will be posted to the Contractor's website and various Government sites. The Ordering Guide shall be submitted to the PM and PCO within thirty (30) days of BPA issuance and made available on the Contractor's BPA home page. 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 SmartBUY Part Numbers, 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 such as CAGE, DUNS, TIN, Business Size, etc. necessary to complete a Contract Action Report (CAR) in the FPDS-NG system
 - g. Range of Discounts
 - h. Links to GSA SmartBUY, DoD/ESI, and other Government websites
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.

This BPA may also be loaded into electronic catalog systems.

5. **Delivery Schedule.** The Contractor shall make available the current version of software via electronic download or hard copy media within one day of receipt of order.
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

Note: Please provide an electronic copy of each order to the PM identified on page 5 of 13.

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

D. INVOICING AND PAYMENT

1. **Invoicing.** The requirements of a proper invoice are as specified below as required by FAR 52.212-4 in the Federal Supply Schedule contract. Full text of this clause can be found 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 and Number;
 - 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;
 - i. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract; and
 - j. Electronic Funds Transfer (EFT) banking information.

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 (MAY 2006), 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 at URL: <http://farsite.hill.af.mil/>.
3. **Precedence.** The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of the BPA and the Contractor's invoice, the provisions of the BPA will take precedence.

E. BPA MANAGEMENT AND OVERSIGHT

1. The Contractor must provide centralized administration, in the form of a Program Manager, in support of all work performed under this BPA. The Program Manager, at a minimum, is required to participate in periodic program management reviews (which may require travel to a Government named site). Additional functions would include customer service, periodic program management reviews, invoicing, payment and submission of monthly and quarterly reports.
2. **Report of Sales.** Consistent with Clause C.22 of the GSA Schedule, a Report of Sales, Attachment D, 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 PM and the PCO in electronic format within fifteen (15) days following the completion of the **quarterly** reporting period, or as otherwise requested by the PM. **The report shall be submitted in the standard format shown in Attachment D. Negative reports are required.** The PM 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 BPA vendor will provide copies of the Report of Sales on a quarterly basis to the DoD Components participating in fee sharing.
3. **United Nations Standard Products and Services Code.** The United Nations Standard Products and Services Code (UNSPSC) may be a required field for the Report of Sales. The UNSPSC is a coding system used to classify both products and services for use throughout the global marketplace. The UNSPSC code permits software asset management through a standard coding structure. 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).** The Contractor shall participate in regular reviews of the progress of the BPA. Reviews shall be conducted annually and scheduled by the SmartBUY PM. During these reviews the Contractor shall report on among other things, status of BPA sales, marketing and any outstanding issues concerning the BPA. The PMR agenda and presentation format shall be prepared by the SmartBUY PM and provided to the Contractor prior to each PMR. Travel expenses are the responsibility of the contractor.
6. **Sales Leakage.** The goals of the GSA/FAS/SmartBUY PMO and DoD/ESI Programs can only be realized through cooperation between the Government and the Contractor to direct appropriate sales through GSA/FAS/SmartBUY PMO and DoD/ESI vehicles. The Contractor shall ensure that all sales personnel are aware of the GSA/FAS/SmartBUY PMO and DoD/ESI Programs 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 GSA/FAS/SmartBUY PMO and DoD/ESI vehicles are occurring, and take appropriate action to direct further sales through the GSA/FAS/SmartBUY PMO and DoD/ESI vehicles. Results of these audits will be presented as an agenda item during PMRs.
7. **Marketing.** The Contractor shall dedicate reasonable resources to this effort and work to market and advertise this agreement. Desired actions include: advertising resultant vehicles on the contractor's Internet site and advertising the agreement at relevant trade shows, participation in GSA/FAS/SmartBUY PMO and DoD Component sponsored events and news media geared to Government/DoD IT people.

- 8. Enterprise Integration Toolkit.** The Enterprise Integration Toolkit is a program developed by the Assistant Deputy Under Secretary of Defense, 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 website 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. DISR Compliance.** All products offered shall comply with appropriate standards enumerated in the DoD IT Standards Repository (DISR). The DISR is maintained by the DoD Executive Agent for IT Standards, and the mandated compendium can be obtained from Mr. Dave Brown 703-681-2645; dave.brown@disa.mil. The DoD IT standards management tool, DISRonline is available for use by CAC-equipped authorized parties and can be accessed for account requests at <https://disronline.disa.mil>.
- 3. Common Security Configurations.** The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista). For the Windows XP settings, see: http://csrc.nist.gov/itsec/guidance_WinXP.html, and for the Windows Vista settings, see: http://csrc.nist.gov/itsec/guidance_vista.html. The standard software installation, operation, maintenance, update, and/or patching of processes shall not alter the approved FDCC configuration settings. The information technology provider should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.
- 4. Net-Centricity.** The Department of Defense is transforming the way information is managed to accelerate decision-making, improve joint warfighting and create intelligence advantages. To reach this "Net-Centric" state, DoD must exploit advancing technologies that move the enterprise from an application centric to a data-centric paradigm. DoD/ESI vendor partners are encouraged to use the OSD NII DCIO Net-Centric Checklist, located at <http://www.dod.mil/nii/doc/>, to provide information on the Net-Centric posture of their IT products and services.

5. **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 website www.section508.gov.
6. **Additional Clauses.** Orders issued against this BPA are subject to the clauses included in the underlying GSA Schedule and the additional DFARS clauses listed below that are incorporated by reference in this BPA. Ordering Offices should consider the requirements of DFARS and the FAR supplement of the end user component, as it applies to commercial item acquisition and use of GSA schedules, in determining what additional clauses may be required for incorporation in the delivery order issued by the Ordering Office.

The following FAR/DFARS clauses and provisions are hereby incorporated by reference with the same force and effect as if it was given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.acq.osd.mil/dpap/dars/dfars/index.htm>

<http://acquisition.gov/comp/far/index.html>

<http://farsite.hill.af.mil/>

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|--------------|--|
| 252.204-7000 | Disclosure of Information (DEC 1991) |
| 252.204-7004 | Alternate A (SEP 2007) - substitute paragraph (a) of this clause for paragraph (a) of the clause at FAR 52.204-7 -Central Contractor Registration (JUL 2006) |
| 252.209-7004 | Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (DEC 2006) |
| 252.232-7009 | Mandatory Payment by Governmentwide Commercial Purchase Card (DEC 2006) |
| 252.232-7010 | Levies on Contract Payments (DEC 2006) |
| 252.246-7000 | Material Inspection and Receiving Report (MAR 2003) |
| 252.212-7001 | Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (APR 2007) |

- (a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause, which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

- (b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses, which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

252.219-7004 Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).

252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

252.225-7012 Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).

252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations Acts).

252.225-7021 Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (___ Alternate I) (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

- _____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- _____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- _____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- _____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- _____ 252.232-7003 Electronic Submission of Payment Requests (MAR 2007) (10 U.S.C. 2227).
- _____ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- _____ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- _____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____ Alternate I) (MAR 2000) (____ Alternate II) (MAR 2000) (____ Alternate III) (MAY 2002) (10 U.S.C. 2631).
- _____ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- _____ 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- _____ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- _____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- _____ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).