

This Modification P00001 of Blanket Purchase Agreement F01620-03-A-8003 under GSA Schedule GS-35F-4315D is issued to make the following administrative changes:

1. Change Telos's CAGE code in Block 17a,

FROM: 7B108
TO: 0ZPY5

2. In Exhibit A, "SF1449 Continuation - Telos ESA BPA F01620-03-A-8003," as revised and attached hereto, make the following changes:

a. In D.4.4.1, correct how to mark checks made payable

FROM: F01620-03-A-0003
TO: F01620-03-A-8003

b. Delete the requirement from D.4.4.2, and mark D.4.4.2 "Reserved." For Army Sales after 30 September 2003, Telos will no longer report or remit ACT Fees to the Army, but to the Air Force, instead, following procedures of D.4.4.1. NOTE: Army Sales prior to 1 October 2003, are still to be reported to the Army, and ACT Fee remitted IAW D.4.4.2, as previously issued.

c. In D.4.4.3, correct how to mark checks to ensure proper crediting

FROM: F01620-03-A-0003
TO: F01620-03-A-8003

There are no changes in prices, schedule or any other terms.

Blanket Purchase Agreement DoD Enterprise Software Agreement (ESA)

In the spirit of the National Performance Review, the Department of Defense (DoD) and Telos Corporation enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract GS-35F-4315D.

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

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

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

Attachments to this agreement are:

- a. Attachment A – Product and Price List
- b. Attachment B – License Agreement
- c. Attachment C – Report of Sales Format

A. TERMS AND CONDITIONS

1. Pursuant to General Services Administration (GSA) Federal Supply Services (FSS) Contract Number GS-35F-4315D, Telos Corporation agrees to the following terms of a Blanket Purchase Agreement (BPA) with the Air Force's Standard Systems Group. All orders placed against this BPA are subject to the terms and conditions of the FSS Contract. The items on this BPA are set forth in Attachment A. License terms and conditions applicable to products acquired under this BPA are defined in the Telos Corporation License Agreement included as Attachment B.

2. **Extent of Obligation.** The Government is obligated only to the extent of authorized purchases actually made under this BPA. This agreement is limited to the DITSCAP version of Xacta Web C&A™.

3. **Funds Obligation.** The BPA does not obligate any funds. Funds will be obligated on each delivery order.

4. **BPA Term.** The BPA expires five (5) years after award. This expiration is contingent upon the Contractor maintaining or renewing a GSA FSS Schedule. The BPA will be reviewed annually to ensure that it still represents a "best value". HQ SSG reserves the right to discontinue this BPA at any time with 30 days written notice within the provision of the referenced GSA Schedule.

5. Pricing Terms. Attachment A provides unit prices and special pricing for Enterprise Subscription Licenses as explained below. Product prices shall not escalate, and Attachment A product pricing is not subject to upward adjustment during the term of the BPA. Services pricing will be based on the then-current GSA prices, with appropriate discounting. 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 .

6. Discount Terms and Conditions . Attachment A presents Telos' product and services discounting as follows:

- a. Individual or small purchases: Subscriptions may be purchased as required. Telos is offering a tiered discount based on the cumulative number of subscriptions purchased through this BPA. When a discount threshold is reached, all future purchases will be discounted at the new discount rate until the next threshold is achieved. Only subscriptions bought individually are tallied to compute the discount – Enterprise Subscriptions (as described below), services, and training are excluded from the computation.
- b. Enterprise Subscriptions: An Enterprise Subscription rate is being offered for each military service ("Service") within the DoD. When purchased, the Enterprise Subscription permits unlimited usage of the DITSCAP version of Xacta Web C&A within the Service. Significant additional discounts are offered for Enterprise Subscriptions.
- c. Professional Services and Training: A discount off the standard GSA price is offered for professional services and training. This discount applies to the purchase of professional services and training credits regardless of the subscription threshold described in Paragraph 6a.

7. Out-Year Prices.

Discount levels are achieved by quantity of subscriptions purchased only and are not governed by agreement year. Purchased quantity that is credited towards the volume discount level is cumulative for the total term of the BPA. Any creditable purchases made in one year are credited in the subsequent agreement years to determine the applicable discount level. The unit price for subscriptions for the discount level on Attachment A is not subject to upward adjustment during the term of the BPA.

8. Reserved.

9. License. Software licenses purchased under this BPA are Subscription Term or Enterprise Subscription Term licenses subject to the licensing provisions and the terms of the GSA Contract and the license agreement provided at Attachment B. Individually purchased licenses are transferable within the DoD and authorized users (see B.2) , except that a license may not be transferred after a project key has been issued . Licenses purchased as part of an Enterprise Subscription are transferable only within the Service that purchased the Enterprise Subscription. Any delivery order issued hereunder will serve as proof of purchase. Upon validation and receipt of software, customers will be provided an electronic version of the license agreement. The Order of Precedence for resolving any inconsistency between the Attachment B Commercial License and the GSA contract terms shall be as specified in the GSA contract's Commercial Item clause, FAR 52.212 -4, and the provisions of FAR 52.212-4 specified in FAR

12.302, as required by Federal law, shall prevail over any terms of the commercial license. The parties agree that the License's paragraph 7.06 provision does not meet the requirements of 5 USC 575 to constitute an agreement for and statutory approval of an agreement to submit to binding arbitration

10. **Media.** The Xacta Web C&A software is available via CD or download from the Xacta web site (www.xacta.com). The Users' Ordering Guide, to be prepared in accordance with Paragraph C.3 of this BPA, will provide specific instructions for downloading the software and obtaining subscription keys.

11. **Support and Maintenance.**

11.1. **Support.** Licenses purchased under this BPA are Term Subscriptions. That is, the software is licensed for the specified term (1 year or 3 years) and worldwide support is included for the duration of the subscription at no additional cost. This support includes:

- a) Help Desk (24x7x365)
- b) Telephonic support for installations (8AM to 5PM EST, or by prior arrangement)
- c) New product releases
- d) Knowledgebase updates
- e) Vulnerability feeds
- f) Xacta Advisor (on-line technical assistance from Xacta staff) (8AM to 5PM EST)
- g) Xacta Forum (customer peer-to-peer service) (24x7x365)

11.2. **Maintenance.** All maintenance is provided for the term of the subscription (see Paragraph 11.1 above).

12. **Professional Services.** Telos is offering a discount for professional services purchased off this BPA. Attachment A presents the discount schedule for services. Services are described in Telos' GSA Schedule, a copy of which is available electronically. Orders for services may be Time and Material (T&M) or Firm-Fixed Price (FFP). Instructions for ordering services will be included in the Users' Ordering Procedures (reference Paragraph C.3).

13. **Training.** Each individual subscription or enterprise subscription includes training credits. Attachment A identifies the number of training credits provided. Each training credit can be redeemed for one day of training for one person at a scheduled Xacta class. Training is conducted at the Telos/Xacta facility located in Ashburn, VA. Due to class size limits, training must be scheduled in advance. Additional training credits may be purchased. A discount schedule for training credits is provided in Attachment A. On-site training or custom courses will be provided on a case-by-case basis. The price for on-site training or custom courses will be provided at the time of request and will be based on the service categories described in Paragraph 12 above.

14. **Technology Improvement.** The Government may solicit and the BPA holder is encouraged to propose independently, technology improvements to the BPA. Proposals shall be submitted by the BPA holder and include a description of the products and/or services, an electronic copy of the pricing tables, technical literature that describes the products and/or

services, and evidence of inclusion on GSA schedule. Discounts shall be at the same or greater discount level as the original BPA product prices.

15. **Substitution and Technology Refreshment.** If at any time during the life of this BPA, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the BPA holder shall provide a proposal to include the new or revised products on the BPA under the appropriate line items. Discounts shall be at the same or greater discount level as the original BPA product prices. Proposals shall be submitted to the Contracting Officer within seven (7) days of the BPA holder's awareness of the OEM's intent. Improvement of product includes new releases, updates, upgrades including additional features and functionality, and successor or upgrade products.

B. ADMINISTRATION AND AUTHORIZED USERS

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

HQ Standard Systems Group
Directorate of Acquisitions
490 East Moore Drive, Bldg 892, Suite 270
Gunter Annex MAFB, AL 36114

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, the U. S. Coast Guard, and the Intelligence Community. This BPA is also open to DoD Contractors authorized to order in accordance with the FAR Part 51.

3. **BPA Points of Contact:**

a. **Contracting Office:**

Point of Contact:
HQ Standard Systems Group
AQIS Software Team
501 E Moore Dr Bldg 884 Rm 1442
Gunter Annex MAFB AL 36114

Procuring Contracting Officer (PCO):
HQ Standard Systems Group
AQIS Software Team
501 E. Moore Dr Bldg 884 Rm 1440
Gunter Annex MAFB AL 36114

POC: John R. Buzan
Phone: 334-416-3839
Fax: 334-416-5796
Email: John.Buzan@Gunter.AF.Mil

PCO: Harry M. Bryan III
Phone: 334-416-1102
Fax: 334-416-5796
Email: Harry.Bryan@Gunter.AF.Mil

b. **Software Product Manager (SPM):**

Software Product Manager (SPM):

or Alternate Point of Contact:

HQ Standard Systems Group
AQIS Software Team
501 E Moore Dr Bldg 884 Rm 1442
Gunter Annex MAFB AL 36114

SPM: Robert K. Spredbury
Phone: 334-416-2306
Fax: 334-416-5796
Email: Robert.Spredbury@Gunter.AF.Mil

HQ Standard Systems Group
AQIS Software Team
501 E. Moore Dr Bldg 884 Rm 1440
Gunter Annex MAFB AL 36114

POC: Robert H. Hamrick
Phone: 334-416-2303
Fax: 334-416-5796
Email: Robert.Hamrick@Gunter.AF.Mil

c. Financial Management Office (FMO):

HQ Standard Systems Group
AQIS Software Team
501 E Moore Dr Bldg 884 Rm 1437
Gunter Annex MAFB AL 36114

FMO: Robert H. Hamrick
Phone: 334-416-2303
Fax: 334-416-5796
Email: Robert.Hamrick@Gunter.AF.Mil

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 ES I website for DoD inventory or an ESA before using another method of acquisition. These steps for the buyer are summarized from the DFARS:

- a. Check the Enterprise Agreement Summary Table to determine if software rights or maintenance have already been purchased and are available from DoD inventory. If they are available, purchase the designated software from DoD inventory and reimburse the SPM.
- b. If the required software rights or maintenance are not available from inventory or from an ESA, you may use an alternate method of acquisition, subject to laws and policy.
- c. If the required software rights or maintenance are not available from inventory but are available from an ESA, you must follow the procedure in the DFARS Section 208.74.
- d. If you must obtain the software or software maintenance outside the DoD ESA, you may seek a waiver from a management official designated by your DoD Component.

This BPA will be posted to the DoD ESI website as part of the ESI program. The web site can be viewed at <http://www.don-imit.navy.mil/esi>.

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

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

- a. Ordering via this BPA is decentralized (applies to all orders, except for Enterprise Subscriptions, which are described in Paragraph 2b below). Orders are prepared by a Government Ordering Officer (a duly warranted Contracting Officer whose warrant authorizes purchases from the GSA Schedule), in accordance with the terms and conditions of this BPA and the GSA Schedule. Orders may be placed by EDI, credit card, facsimile, or on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155.
- b. Enterprise Subscriptions must be negotiated through the SSG Contracting Officer and Software Product Manager, as identified in Paragraph B.3.a and B.3.b above. Procedures for ordering licenses under the Enterprise Subscription will be defined during negotiations.

3. Users' Ordering Guide. The Contractor shall develop a Users' Ordering Guide in coordination with the Government that will be posted to the Contractor web site (currently <http://gsa.telos.com/pdf/terms.pdf>) and various Government sites. The Ordering Guide shall be submitted to the SPM and PCO within thirty (30) days of BPA issuance and made available on the Contractor's home page upon written approval. This guide shall be continuously updated as required. The guide shall contain all information necessary for geographically dispersed activities to place orders, including, as a minimum:

- a. URL where a complete list of products available, with appropriate contract line item numbers (CLINs) and associated prices can be found
- b. Government and Contractor Points of Contact
- c. Description of the ordering process
- d. Program Terms and Conditions
- e. License Terms and Conditions
- f. Information necessary to complete a DD350
- g. Range of discounts
- h. Links to DoD ESI and the Government web sites

4. E-Commerce Site. It is the intention of the Government to use existing and future capability of the DoD Standard Procurement System, Electronic Data Interchange (EDI) capability, Government procurement card, and vendor electronic ordering capability to create a paper -less ordering, invoicing and payment process. During the term of the BPA, the Contractor shall participate to achieve this objective.

The Contractor shall adapt its business processes, at no additional cost to the government, as the DoD Virtual Information Technology Marketplace (VITM) technical requirements, environment and architecture evolve. The VITM may be reached via the web site www.vitm.gov.

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

5. Delivery Schedule. The Contractor shall ship the software on CD or make the software available for electronic download within two (2) business days from acceptance of an order, as

defined in the GSA Schedule.

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

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

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

D. INVOICING AND PAYMENT

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

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

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

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

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

4. Fees and Payments.

4.1 **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.

4.2. **Acquisition, Contracting, and Technical (ACT) Fee.** The cost of awarding, administering and managing this BPA is included in the prices charged to ordering activities. The ACT fee is 2%. Remittance of the ACT fee shall be made on a calendar quarterly basis (i.e. January – March, April – June, July – September, and October – December) or as otherwise requested by the Software Product Manager (SPM) and is due thirty (30) days following the completion of the reporting period. Negative reports are required. ACT fees that have not been paid within the prescribed thirty (30) days shall be considered a debt to the United States Government under the terms of FAR 32.6. The Government may exercise all its rights under the contract, including withholding or setting off payments and interest on the debt (see contract FAR clause 52.232 -17, interest). Failure of the Contractor to pay the ACT Fee in a timely manner may result in termination of the BPA.

4.3 Reserved

4.4 **Fee Distribution.** The Air Force, Army and Navy are participating in a fee -sharing program. The contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated Air Force, Army, Navy or DOD as appropriate.

4.4.1 ALL SALES:

The 2% ACT fee is split equally between the DoD Component whose customer places the order and the DoD Component that manages the ESI agreement. In other words, any Navy order against an ESI agreement managed by the Navy results in a 1% portion of the 2% fee being returned to the Navy acquisition organization (listed under Navy Sales). The Air Force will retain the entire 2% fee under orders issued for Air Force activities or those activities that do not collect a fee under the ESI agreements managed by the Air Force. The contractor is responsible for distributing the ACT fee to all applicable Services in accordance with the instructions herein. The amount of ACT Fee due the Air Force shall be calculated at ~~1% for Army sales,~~ 1% for Navy sales and 2% for all other 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 F01620-03-A-0004

ESI-SW Fee Sharing

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

F01620-03-A-08004

DoD Telos Corporation Enterprise Software Agreement

ACT Fee

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

FAX a copy of the check and letter to:
HQ SSG/ITS
Attn: Bob Hamrick, Bldg 884, Rm 1437
501 East Moore Drive
MAFB-Gunter Annex, AL 36114-3004
FAX: (334) 416-5796

4.4.2 Reserved. **ARMY SALES:** _____

~~The amount of ACT Fee due DFAS Pensacola shall be calculated at 1% of all Army 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 F01620-03-A-0004
SCP Fee Reimbursement~~

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

~~Send check and transmittal letter to: _____ Mail a copy of the check and letter to:
Defense Finance & Accounting Service _____ PEO Enterprise Information Systems
Code AIF _____ Assistant PM, Army Small Computer Program
Attn: DFAS-PE (AIF-SCP) _____ SFAE-PS-EI-SCP (Attn: Financial Support
130 West Avenue, Suite A _____ Group)
Pensacola, FL 32508-5120 _____ Fort Monmouth, NJ 07703-5605~~

4.4.3 **NAVY SALES:**

The amount of ACT Fee due DFAS Pensacola 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:
F01620-03-A-08004
DoD Telos Corporation Enterprise Software Agreement ACT Fee

If using overnight or express mail, send check to:
SPAWAR Systems Center Charleston
Attn: Jakki Rightmeyer
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: Jakki Rightmeyer
Norfolk Office
Code 645.2, Bldg V53
P.O. Box 1376
Norfolk, VA 23501-1376

5. Telos Remittance Addresses

(Mailing address for checks)

Telos Corporation
NW7993
PO Box 1450
Minneapolis, MN 55485-7993

(Federal Express address for checks)

Telos Corporation
c/o Regulus
NW7993
1350 Energy Lane, Suite 200
St. Paul, MN 55108

(ACH/EFT payments)

Wells Fargo
ABA Routing No. 121000248
Telos Corporation
Account No. 4945023398
ACH Coordinator is:
Keith Flynn, V.P. Treasury Management, (p) 314 -290-5077

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, invoicing, payment and submission of monthly and quarterly reports. The Contractor shall ensure that all sales personnel are aware of the Enterprise Software Initiative Program and the policy that this BPA is the preferred DoD procurement vehicle for the products within.
2. **Report of Sales.** Consistent with Clause C.22 of the GSA Schedule, a Report of Sales as described herein shall accompany the remittance of the ACT Fees to enable verification of the fee amounts rendered. Submission of the Report of Sales shall be made on a monthly basis or as otherwise requested by the SPM. The monthly report is due, in electronic format, within fifteen (15) days of the monthly reporting period. In addition to the regular monthly submissions, a Quarterly Report of Sales shall also accompany the ACT Fee payment. Reports of Sales shall be submitted to the SPM and PCO in electronic format within fifteen (15) days following the completion of the monthly reporting period. If the BPA contains services current ACT fee paid by Delivery Order and total ACT fees paid will be included in the report. The report shall be submitted in the standard format shown in Attachment C.
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. **Program Management Reviews (PMR).** The Contractor shall participate in regular reviews of the progress of the BPA. Reviews shall be held at least twice yearly as scheduled by the Software Product Manager. During these reviews the Contractor shall report on among other things, status of BPA sales, marketing and any outstanding issues concerning the BPA. PMR agenda and presentation format shall be provided prior to each PMR. Travel expenses are the responsibility of the contractor.

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 people.

F. STANDARDS.

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

2. **Section 508 of the Rehabilitation Act Compliance.** All products provided under this BPA must meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607. General information regarding the Section 508 Act can be found at the web site www.section508.gov. The Contractor's Section 508 compliance information can be found at <http://www.xacta.com/resources/>

3. **DoD Instruction 5200.40, DoD Information Technology Security Certification and Accreditation Process (DITSCAP).** All products provided under this BPA shall be compliant with the DITSCAP.

4. Other

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

52.237-2 -- Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)

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

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

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

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

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

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J - FFP	PAGE OF PAGES 1 of 2
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 01 OCT 2003	4. REQUISITION/PURCHASE REQ.NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY HQ SSG/AQ CODE FA8771		7. ADMINISTERED BY (If other than Item 6) CODE FA8771			
DEPARTMENT OF THE AIR FORCE HQ SSG/AQ 490 EAST MOORE DR., SUITE 270 MAFB - GUNTER ANNEX AL 36114-3000 JOHN R. BUZAN 334-416-3839 John.Buzan@Gunter.AF.Mil		HQ STANDARD SYSTEMS GROUP CONTRACTING DIRECTORATE (PK) 490 EAST MOORE DRIVE SUITE 270 MAFB-GUNTER ANNEX AL 36114			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TELOS CORPORATION (MD) 19886 ASHBURN RD. ASHBURN VA 20147-2358 (703) 724-3800				(X)	9A. AMENDMENT OF SOLICITATION NO.
					9B. DATED (SEE ITEM 11)
				X	10A. MODIFICATION OF CONTRACT/ORDER NO. F01620-03-A-8003
CODE 0ZPY5 FACILITY CODE					10B. DATED (SEE ITEM 13) 31 JUL 2003
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the 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 MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: () THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A.				
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Schedule on next page.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF SIGNER (Type or print)		
			HARRY M. BRYAN III Contracting Officer		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)		

This Modification P00001 of Blanket Purchase Agreement F01620-03-A-8003 under GSA Schedule GS-35F-4315D is issued to make the following administrative changes:

1. Change Telos's CAGE code in Block 17a,

FROM: 7B108
TO: 0ZPY5

2. In Exhibit A, "SF1449 Continuation - Telos ESA BPA F01620-03-A-8003," as revised and attached hereto, make the following changes:

a. In D.4.4.1, correct how to mark checks made payable

FROM: F01620-03-A-0003
TO: F01620-03-A-8003

b. Delete the requirement from D.4.4.2, and mark D.4.4.2 "Reserved." For Army Sales after 30 September 2003, Telos will no longer report or remit ACT Fees to the Army, but to the Air Force, instead, following procedures of D.4.4.1. NOTE: Army Sales prior to 1 October 2003, are still to be reported to the Army, and ACT Fee remitted IAW D.4.4.2, as previously issued.

c. In D.4.4.3, correct how to mark checks to ensure proper crediting

FROM: F01620-03-A-0003
TO: F01620-03-A-8003

There are no changes in prices, schedule or any other terms.

Blanket Purchase Agreement DoD Enterprise Software Agreement (ESA)

In the spirit of the National Performance Review, the Department of Defense (DoD) and Telos Corporation enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract GS-35F-4315D.

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

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

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

Attachments to this agreement are:

- a. Attachment A – Product and Price List
- b. Attachment B – License Agreement
- c. Attachment C – Report of Sales Format

A. TERMS AND CONDITIONS

1. Pursuant to General Services Administration (GSA) Federal Supply Services (FSS) Contract Number GS-35F-4315D, Telos Corporation agrees to the following terms of a Blanket Purchase Agreement (BPA) with the Air Force's Standard Systems Group. All orders placed against this BPA are subject to the terms and conditions of the FSS Contract. The items on this BPA are set forth in Attachment A. License terms and conditions applicable to products acquired under this BPA are defined in the Telos Corporation License Agreement included as Attachment B.

2. **Extent of Obligation.** The Government is obligated only to the extent of authorized purchases actually made under this BPA. This agreement is limited to the DITSCAP version of Xacta Web C&A™.

3. **Funds Obligation.** The BPA does not obligate any funds. Funds will be obligated on each delivery order.

4. **BPA Term.** The BPA expires five (5) years after award. This expiration is contingent upon the Contractor maintaining or renewing a GSA FSS Schedule. The BPA will be reviewed annually to ensure that it still represents a "best value". HQ SSG reserves the right to discontinue this BPA at any time with 30 days written notice within the provision of the referenced GSA Schedule.

5. Pricing Terms. Attachment A provides unit prices and special pricing for Enterprise Subscription Licenses as explained below. Product prices shall not escalate, and Attachment A product pricing is not subject to upward adjustment during the term of the BPA. Services pricing will be based on the then-current GSA prices, with appropriate discounting. 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 .

6. Discount Terms and Conditions . Attachment A presents Telos' product and services discounting as follows:

- a. Individual or small purchases: Subscriptions may be purchased as required. Telos is offering a tiered discount based on the cumulative number of subscriptions purchased through this BPA. When a discount threshold is reached, all future purchases will be discounted at the new discount rate until the next threshold is achieved. Only subscriptions bought individually are tallied to compute the discount – Enterprise Subscriptions (as described below), services, and training are excluded from the computation.
- b. Enterprise Subscriptions: An Enterprise Subscription rate is being offered for each military service ("Service") within the DoD. When purchased, the Enterprise Subscription permits unlimited usage of the DITSCAP version of Xacta Web C&A within the Service. Significant additional discounts are offered for Enterprise Subscriptions.
- c. Professional Services and Training: A discount off the standard GSA price is offered for professional services and training. This discount applies to the purchase of professional services and training credits regardless of the subscription threshold described in Paragraph 6a.

7. Out-Year Prices.

Discount levels are achieved by quantity of subscriptions purchased only and are not governed by agreement year. Purchased quantity that is credited towards the volume discount level is cumulative for the total term of the BPA. Any creditable purchases made in one year are credited in the subsequent agreement years to determine the applicable discount level. The unit price for subscriptions for the discount level on Attachment A is not subject to upward adjustment during the term of the BPA.

8. Reserved.

9. License. Software licenses purchased under this BPA are Subscription Term or Enterprise Subscription Term licenses subject to the licensing provisions and the terms of the GSA Contract and the license agreement provided at Attachment B. Individually purchased licenses are transferable within the DoD and authorized users (see B.2) , except that a license may not be transferred after a project key has been issued . Licenses purchased as part of an Enterprise Subscription are transferable only within the Service that purchased the Enterprise Subscription. Any delivery order issued hereunder will serve as proof of purchase. Upon validation and receipt of software, customers will be provided an electronic version of the license agreement. The Order of Precedence for resolving any inconsistency between the Attachment B Commercial License and the GSA contract terms shall be as specified in the GSA contract's Commercial Item clause, FAR 52.212 -4, and the provisions of FAR 52.212-4 specified in FAR

12.302, as required by Federal law, shall prevail over any terms of the commercial license. The parties agree that the License's paragraph 7.06 provision does not meet the requirements of 5 USC 575 to constitute an agreement for and statutory approval of an agreement to submit to binding arbitration

10. **Media.** The Xacta Web C&A software is available via CD or download from the Xacta web site (www.xacta.com). The Users' Ordering Guide, to be prepared in accordance with Paragraph C.3 of this BPA, will provide specific instructions for downloading the software and obtaining subscription keys.

11. **Support and Maintenance.**

11.1. **Support.** Licenses purchased under this BPA are Term Subscriptions. That is, the software is licensed for the specified term (1 year or 3 years) and worldwide support is included for the duration of the subscription at no additional cost. This support includes:

- a) Help Desk (24x7x365)
- b) Telephonic support for installations (8AM to 5PM EST, or by prior arrangement)
- c) New product releases
- d) Knowledgebase updates
- e) Vulnerability feeds
- f) Xacta Advisor (on-line technical assistance from Xacta staff) (8AM to 5PM EST)
- g) Xacta Forum (customer peer-to-peer service) (24x7x365)

11.2. **Maintenance.** All maintenance is provided for the term of the subscription (see Paragraph 11.1 above).

12. **Professional Services.** Telos is offering a discount for professional services purchased off this BPA. Attachment A presents the discount schedule for services. Services are described in Telos' GSA Schedule, a copy of which is available electronically. Orders for services may be Time and Material (T&M) or Firm-Fixed Price (FFP). Instructions for ordering services will be included in the Users' Ordering Procedures (reference Paragraph C.3).

13. **Training.** Each individual subscription or enterprise subscription includes training credits. Attachment A identifies the number of training credits provided. Each training credit can be redeemed for one day of training for one person at a scheduled Xacta class. Training is conducted at the Telos/Xacta facility located in Ashburn, VA. Due to class size limits, training must be scheduled in advance. Additional training credits may be purchased. A discount schedule for training credits is provided in Attachment A. On-site training or custom courses will be provided on a case-by-case basis. The price for on-site training or custom courses will be provided at the time of request and will be based on the service categories described in Paragraph 12 above.

14. **Technology Improvement.** The Government may solicit and the BPA holder is encouraged to propose independently, technology improvements to the BPA. Proposals shall be submitted by the BPA holder and include a description of the products and/or services, an electronic copy of the pricing tables, technical literature that describes the products and/or

services, and evidence of inclusion on GSA schedule. Discounts shall be at the same or greater discount level as the original BPA product prices.

15. **Substitution and Technology Refreshment.** If at any time during the life of this BPA, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the BPA holder shall provide a proposal to include the new or revised products on the BPA under the appropriate line items. Discounts shall be at the same or greater discount level as the original BPA product prices. Proposals shall be submitted to the Contracting Officer within seven (7) days of the BPA holder's awareness of the OEM's intent. Improvement of product includes new releases, updates, upgrades including additional features and functionality, and successor or upgrade products.

B. ADMINISTRATION AND AUTHORIZED USERS

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

HQ Standard Systems Group
Directorate of Acquisitions
490 East Moore Drive, Bldg 892, Suite 270
Gunter Annex MAFB, AL 36114

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, the U. S. Coast Guard, and the Intelligence Community. This BPA is also open to DoD Contractors authorized to order in accordance with the FAR Part 51.

3. **BPA Points of Contact:**

a. **Contracting Office:**

Point of Contact:
HQ Standard Systems Group
AQIS Software Team
501 E Moore Dr Bldg 884 Rm 1442
Gunter Annex MAFB AL 36114

Procuring Contracting Officer (PCO):
HQ Standard Systems Group
AQIS Software Team
501 E. Moore Dr Bldg 884 Rm 1440
Gunter Annex MAFB AL 36114

POC: John R. Buzan
Phone: 334-416-3839
Fax: 334-416-5796
Email: John.Buzan@Gunter.AF.Mil

PCO: Harry M. Bryan III
Phone: 334-416-1102
Fax: 334-416-5796
Email: Harry.Bryan@Gunter.AF.Mil

b. **Software Product Manager (SPM):**

Software Product Manager (SPM):

or Alternate Point of Contact:

HQ Standard Systems Group
AQIS Software Team
501 E Moore Dr Bldg 884 Rm 1442
Gunter Annex MAFB AL 36114

SPM: Robert K. Spredbury
Phone: 334-416-2306
Fax: 334-416-5796
Email: Robert.Spredbury@Gunter.AF.Mil

HQ Standard Systems Group
AQIS Software Team
501 E. Moore Dr Bldg 884 Rm 1440
Gunter Annex MAFB AL 36114

POC: Robert H. Hamrick
Phone: 334-416-2303
Fax: 334-416-5796
Email: Robert.Hamrick@Gunter.AF.Mil

c. Financial Management Office (FMO):

HQ Standard Systems Group
AQIS Software Team
501 E Moore Dr Bldg 884 Rm 1437
Gunter Annex MAFB AL 36114

FMO: Robert H. Hamrick
Phone: 334-416-2303
Fax: 334-416-5796
Email: Robert.Hamrick@Gunter.AF.Mil

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 ES I website for DoD inventory or an ESA before using another method of acquisition. These steps for the buyer are summarized from the DFARS:

- a. Check the Enterprise Agreement Summary Table to determine if software rights or maintenance have already been purchased and are available from DoD inventory. If they are available, purchase the designated software from DoD inventory and reimburse the SPM.
- b. If the required software rights or maintenance are not available from inventory or from an ESA, you may use an alternate method of acquisition, subject to laws and policy.
- c. If the required software rights or maintenance are not available from inventory but are available from an ESA, you must follow the procedure in the DFARS Section 208.74.
- d. If you must obtain the software or software maintenance outside the DoD ESA, you may seek a waiver from a management official designated by your DoD Component.

This BPA will be posted to the DoD ESI website as part of the ESI program. The web site can be viewed at <http://www.don-imit.navy.mil/esi>.

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

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

- a. Ordering via this BPA is decentralized (applies to all orders, except for Enterprise Subscriptions, which are described in Paragraph 2b below). Orders are prepared by a Government Ordering Officer (a duly warranted Contracting Officer whose warrant authorizes purchases from the GSA Schedule), in accordance with the terms and conditions of this BPA and the GSA Schedule. Orders may be placed by EDI, credit card, facsimile, or on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155.
- b. Enterprise Subscriptions must be negotiated through the SSG Contracting Officer and Software Product Manager, as identified in Paragraph B.3.a and B.3.b above. Procedures for ordering licenses under the Enterprise Subscription will be defined during negotiations.

3. Users' Ordering Guide. The Contractor shall develop a Users' Ordering Guide in coordination with the Government that will be posted to the Contractor web site (currently <http://gsa.telos.com/pdf/terms.pdf>) and various Government sites. The Ordering Guide shall be submitted to the SPM and PCO within thirty (30) days of BPA issuance and made available on the Contractor's home page upon written approval. This guide shall be continuously updated as required. The guide shall contain all information necessary for geographically dispersed activities to place orders, including, as a minimum:

- a. URL where a complete list of products available, with appropriate contract line item numbers (CLINs) and associated prices can be found
- b. Government and Contractor Points of Contact
- c. Description of the ordering process
- d. Program Terms and Conditions
- e. License Terms and Conditions
- f. Information necessary to complete a DD350
- g. Range of discounts
- h. Links to DoD ESI and the Government web sites

4. E-Commerce Site. It is the intention of the Government to use existing and future capability of the DoD Standard Procurement System, Electronic Data Interchange (EDI) capability, Government procurement card, and vendor electronic ordering capability to create a paper-less ordering, invoicing and payment process. During the term of the BPA, the Contractor shall participate to achieve this objective.

The Contractor shall adapt its business processes, at no additional cost to the government, as the DoD Virtual Information Technology Marketplace (VITM) technical requirements, environment and architecture evolve. The VITM may be reached via the web site www.vitm.gov.

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

5. Delivery Schedule. The Contractor shall ship the software on CD or make the software available for electronic download within two (2) business days from acceptance of an order, as

defined in the GSA Schedule.

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

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

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

D. INVOICING AND PAYMENT

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

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

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

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

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

4. Fees and Payments.

4.1 **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.

4.2. **Acquisition, Contracting, and Technical (ACT) Fee.** The cost of awarding, administering and managing this BPA is included in the prices charged to ordering activities. The ACT fee is 2%. Remittance of the ACT fee shall be made on a calendar quarterly basis (i.e. January – March, April – June, July – September, and October – December) or as otherwise requested by the Software Product Manager (SPM) and is due thirty (30) days following the completion of the reporting period. Negative reports are required. ACT fees that have not been paid within the prescribed thirty (30) days shall be considered a debt to the United States Government under the terms of FAR 32.6. The Government may exercise all its rights under the contract, including withholding or setting off payments and interest on the debt (see contract FAR clause 52.232 -17, interest). Failure of the Contractor to pay the ACT Fee in a timely manner may result in termination of the BPA.

4.3 Reserved

4.4 **Fee Distribution.** The Air Force, Army and Navy are participating in a fee -sharing program. The contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated Air Force, Army, Navy or DOD as appropriate.

4.4.1 ALL SALES:

The 2% ACT fee is split equally between the DoD Component whose customer places the order and the DoD Component that manages the ESI agreement. In other words, any Navy order against an ESI agreement managed by the Navy results in a 1% portion of the 2% fee being returned to the Navy acquisition organization (listed under Navy Sales). The Air Force will retain the entire 2% fee under orders issued for Air Force activities or those activities that do not collect a fee under the ESI agreements managed by the Air Force. The contractor is responsible for distributing the ACT fee to all applicable Services in accordance with the instructions herein. The amount of ACT Fee due the Air Force shall be calculated at ~~1% for Army sales,~~ 1% for Navy sales and 2% for all other 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 F01620-03-A-0004

ESI-SW Fee Sharing

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

F01620-03-A-08004

DoD Telos Corporation Enterprise Software Agreement

ACT Fee

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

FAX a copy of the check and letter to:
HQ SSG/ITS
Attn: Bob Hamrick, Bldg 884, Rm 1437
501 East Moore Drive
MAFB-Gunter Annex, AL 36114-3004
FAX: (334) 416-5796

4.4.2 Reserved. **ARMY SALES:** _____

~~The amount of ACT Fee due DFAS Pensacola shall be calculated at 1% of all Army 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 F01620-03-A-0004
SCP Fee Reimbursement~~

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

~~Send check and transmittal letter to: _____ Mail a copy of the check and letter to:
Defense Finance & Accounting Service _____ PEO Enterprise Information Systems
Code AIF _____ Assistant PM, Army Small Computer Program
Attn: DFAS-PE (AIF-SCP) _____ SFAE-PS-EI-SCP (Attn: Financial Support
130 West Avenue, Suite A _____ Group)
Pensacola, FL 32508-5120 _____ Fort Monmouth, NJ 07703-5605~~

4.4.3 **NAVY SALES:**

The amount of ACT Fee due DFAS Pensacola 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:
F01620-03-A-08004
DoD Telos Corporation Enterprise Software Agreement ACT Fee

If using overnight or express mail, send check to:
SPAWAR Systems Center Charleston
Attn: Jakki Rightmeyer
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: Jakki Rightmeyer
Norfolk Office
Code 645.2, Bldg V53
P.O. Box 1376
Norfolk, VA 23501-1376

5. Telos Remittance Addresses

(Mailing address for checks)

Telos Corporation
NW7993
PO Box 1450
Minneapolis, MN 55485-7993

(Federal Express address for checks)

Telos Corporation
c/o Regulus
NW7993
1350 Energy Lane, Suite 200
St. Paul, MN 55108

(ACH/EFT payments)

Wells Fargo
ABA Routing No. 121000248
Telos Corporation
Account No. 4945023398
ACH Coordinator is:
Keith Flynn, V.P. Treasury Management, (p) 314 -290-5077

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, invoicing, payment and submission of monthly and quarterly reports. The Contractor shall ensure that all sales personnel are aware of the Enterprise Software Initiative Program and the policy that this BPA is the preferred DoD procurement vehicle for the products within.
2. **Report of Sales.** Consistent with Clause C.22 of the GSA Schedule, a Report of Sales as described herein shall accompany the remittance of the ACT Fees to enable verification of the fee amounts rendered. Submission of the Report of Sales shall be made on a monthly basis or as otherwise requested by the SPM. The monthly report is due, in electronic format, within fifteen (15) days of the monthly reporting period. In addition to the regular monthly submissions, a Quarterly Report of Sales shall also accompany the ACT Fee payment. Reports of Sales shall be submitted to the SPM and PCO in electronic format within fifteen (15) days following the completion of the monthly reporting period. If the BPA contains services current ACT fee paid by Delivery Order and total ACT fees paid will be included in the report. The report shall be submitted in the standard format shown in Attachment C.
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. **Program Management Reviews (PMR).** The Contractor shall participate in regular reviews of the progress of the BPA. Reviews shall be held at least twice yearly as scheduled by the Software Product Manager. During these reviews the Contractor shall report on among other things, status of BPA sales, marketing and any outstanding issues concerning the BPA. PMR agenda and presentation format shall be provided prior to each PMR. Travel expenses are the responsibility of the contractor.

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 people.

F. STANDARDS.

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

2. **Section 508 of the Rehabilitation Act Compliance.** All products provided under this BPA must meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607. General information regarding the Section 508 Act can be found at the web site www.section508.gov. The Contractor's Section 508 compliance information can be found at <http://www.xacta.com/resources/>

3. **DoD Instruction 5200.40, DoD Information Technology Security Certification and Accreditation Process (DITSCAP).** All products provided under this BPA shall be compliant with the DITSCAP.

4. Other

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

52.237-2 -- Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)

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

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

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

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

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

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

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