

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
1 1

2. AMENDMENT/MODIFICATION NO.
MODIFICATION 1
ISSUED BY CODE

3. EFFECTIVE DATE
SEE BLOCK 16C

4. REQUISITION/PURCHASE REQ. NO.
NA

5. PROJECT NO. (If applicable)

**U.S. GENERAL SERVICES ADMINISTRATION/FAS
10304 EATON PLACE
FAIRFAX, VIRGINIA 22030-2213**

**Michael W. Hargrove
703-306-7701
michael.hargrove@gsa.gov**

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State, and ZIP Code)

**CDW GOVERNMENT INC
230 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061-1577**

DUNS: 026157235

CODE FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
X GS00T07SBA0011

10B. DATED (SEE ITEM 13)
12 DEC 2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

() The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by one of the following Methods: (a) By completing Items 8 and 15, and returning 1 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)
NA

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
 - B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, Appropriation 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 THE AUTHORITY OF:
 - D. OTHER (Specify type of modification and authority)
- X THIS BILATERAL MODIFICATION IS ISSUED PURSUANT TO FAR 43.103(a)(3)**

E. IMPORTANT: Contractor is not, **X** is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- The purpose of this modification is to make the following change(s):**
- a. Standard Form 1449, Block 2, is changed FROM: TF-00-T-07-SB-A-0011, TO: GS00T07SBA0011
 - b. Delete the existing Statement of Work in its entirety
 - c. Incorporate the Statement of Work, Revision A

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
Sheryl J. McCurnin Sr. Proc. Mgr.

15B. CONTRACTOR/OFFEROR
(Signature)

15C. DATE SIGNED
11/19/07

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
MICHAEL W. HARGROVE, CONTRACTING OFFICER

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED
28 Nov 2007

SmartBUY Anti-Virus

Statement of Work – (McAfee Products & Services)

In the spirit of the Federal Acquisition Streamlining Act, the General Services Administration (GSA) and **CDW Government, Inc.** enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial Anti-Virus (AV) software from Federal Supply Schedule Contract **GS-35F-0195J**.

The GSA SmartBUY Program is a joint GSA and Office of Management and Budget (OMB) project to develop and implement an Enterprise AV software acquisition vehicle. This Blanket Purchase Agreement (BPA) is issued in the spirit of the policy and guidelines provided in the Federal Acquisition Regulation (FAR) Section 8.405-3.

1.0 BACKGROUND

The SmartBUY program office has identified a bona fide need for a government-wide AV program based on a February 25, 2004 OMB budget data request (BDR) for AV software spending. The analysis revealed civilian agencies are spending an annual total of \$30M or more for AV software. Government agencies routinely use commercial AV software to detect computer viruses and prevent damage to software and data. The primary reasons for the SmartBUY government-wide program are: Security, Standardization, Configuration Management, Cost Savings, and Federal Information Processing Standards (FIPS) 140-2 Compliance.

1.1 Objective:

The stated objective of the SmartBUY Program Office is to support effective AV Enterprise Level Software Management for Federal civilian agencies for the following reasons:

- 1) **Security** - AV software consists of computer programs that attempt to identify, thwart and eliminate computer viruses and other malicious software (malware). AV software detects worms/viruses that affect system availability and/or provide unauthorized system access. Responses include blocking user access to infected files, cleaning infected files or systems, and informing the user that an infected program was detected.
- 2) **Standardization** - Application solutions can be maintained as a uniform computing environment across a network, resulting in economies of scale and interoperability of software.
- 3) **Configuration Management** - Achieving government-wide enterprise software licensing agreements provides agencies with technology migration vehicles to upgrade from their current operating versions to the latest commercial release.
- 4) **Cost Savings** - Leveraging the buying power of Federal civilian agencies to achieve volume discount agreements for commercial software.
- 5) **FIPS 140-2 Compliance** - To assist government agencies meet the requirements of Federal Information Security Management Act (FISMA).

The U.S. Office of Management and Budget has directed civilian agency software buyers and requiring officials to consider SmartBUY products and pricing before using another method of acquisition.

1.2 Blanket Purchase Agreement:

In the spirit of the Federal Acquisition Streamlining Act, the SmartBUY Program Office and selected Value Added Resellers shall enter into a Blanket Purchase Agreement (BPA) to support SmartBUY government wide requirements. The intent is to further reduce the administrative costs by acquiring commercial items from U.S. General Services Administration (GSA) Federal Acquisition Service (FAS) Contract(s).

FAS Contract BPAs reduce contracting and open market costs such as: the search for sources; the development of technical documents and solicitations; and by streamlining the evaluation of bids and offerors. In accordance with Federal Acquisition Regulation (FAR), FAR Part 9.6, Contractor Team Arrangements, are permitted with Federal Supply Schedule contractors. The SmartBUY Program Office encourages contractor team arrangements that include small and minority-owned businesses.

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

2.0 TERMS AND CONDITIONS

2.1 Funds Obligation:

The BPA does not obligate funds. Funds will be obligated on each delivery order from the respective agency making the purchase(s).

2.2 Scope:

Participating Agencies.

Authorized Users. All Executive Agency(s) are hereby authorized to place orders under this BPA. More specifically, the major agencies that will participate are: DOD (see below), USDA, DOC, Education, DOE, HHS, DHS, HUD, DOI, DOJ, DOL, SEC, GSA, EOP, State, USAID, DOT, Treasury, VA, EPA, NASA, NSF, SBA, SSA, and NRC. This BPA is also open to Government Contractors authorized to order in accordance with the FAR Part 51, if the orders are for participating agencies.

Note: 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.

2.3 Specification:

The SmartBUY agreements will cover the licenses and maintenance for, at a minimum, desktops, laptops, servers, internet gateways, mail servers, firewalls internal to an organization, routers and official offsite office (home) use. The AV software needs to address spam, pop-ups, and spyware.

Important: A secure protocol is required to ensure secure distribution of the product and its upgrades. All cryptographic operations must be performed in a module that is validated to FIPS 140-2. In addition, AV Software integrity must be maintained. If integrity is implemented using a cryptographic algorithm, the cryptographic module must be validated to FIPS 140-2.

All offerors are REQUIRED to validate the items being offered for this acquisition to FIPS 140-2 using Attachment D "Template for Federal Agency Confirmation of FIPS Validation" accompanying this RFQ.

In addition, the offeror will do the following:

- (a) Fill in pricing offered in provided product sheets and fill enterprise and volume pricing.
- (b) Provide a copy of the GSA/FAS Authorized Federal Supply Service Information Technology Schedule 70 Pricelist page that shows the FIPS 140-2 validated items on schedule.

2.4 Order of Precedence:

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. The GSA contract's Commercial Item clause shall prevail over any terms of the commercial license.

2.5 Requirements:

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 Original Software Manufacturer (OEM) License Agreement. The License Agreement will be incorporated as attachment B to this BPA upon award.

2.6 Special Item Number:

Classifications for this solicitation are:

- 132-32 Term Software Licenses
- 132-33 Perpetual Software Licenses
- 132-34 Maintenance of Software

2.7 Performance:

SmartBUY AV product BPAs will be awarded to value-added resellers currently having a satisfactory performance record per FAR 9.104-3(b) under the reseller's Schedule 70 IT software contracts. GSA FAS MAS contractors have been screened for performance problems prior to award of their schedule contracts and will be monitored throughout the contract period of performance.

2.8 Estimated Obligation Government-Wide Requirement:

The Government estimates, but does not guarantee, that the value of purchases through this BPA agreement will be \$8,000,000 annually.

2.9 Contract Period:

This BPA will be awarded for a base period of one year with two one year options. The BPA may be cancelled after the base year, or continued with the options exercised at the discretion of the GSA FAS Contracting Officer. Exercise of options is contingent upon the Contractor maintaining or renewing a GSA FAS Schedule, and acceptable performance under the SmartBUY program. The BPA will be reviewed annually to ensure that it still represents a "best value".

2.10 Delivery Schedule:

The Contractor shall make available the current version of software via electronic download within ten days of receipt of order.

2.11 Place and Period of Performance:

Will be determined by each agency and must be included in each BPA order.

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

Ordering via this BPA is decentralized. Orders are prepared by a Government Ordering Officer (a 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 against this BPA via credit card, facsimile, an authorized form such as a Standard Form (SF) 1449, GSA Form 300, or Department of Defense (DD) Form 1155. Unless otherwise agreed to, all deliveries under this BPA must be accompanied by the delivery tickets or sales slips that must contain the following minimum information:

- Name of Contractor
- Contract Number
- BPA Number
- Purchase Order Number
- Date of Purchase
- Quantity, Unit Price, etc
- Date of Shipment

The requirement for proper invoices is specified in the Federal Supply Schedule contract. Invoices are to be submitted to the address specified within the purchase order.

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

3.0 PRICING

3.1 Pricing Terms:

The vendor will fill in all blank areas of Attachment A to indicate the GSA schedule and bid SmartBUY prices for each product. Prices shall not escalate, and Attachment A is not subject to upward adjustment during the term of the BPA unless base IT schedule 70 prices have been modified and approved by the schedule Contracting Officer. 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. Evidence of the schedule price prior to and after schedule adjustment will be required. A 1% 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., SmartBUY ACT fee), as calculated on the customer orders.

Pricing will be offered for enterprise bulk license and volume levels.

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.

3.2 Reserved:

3.3 Reserved:

3.4 Price Reduction:

Most Favored Customer Prices. The prices under this BPA shall be at least as low as the prices that CDW Government, Inc. has under any other contract instrument where CDW Government, Inc. offers the products specified on Attachment A under like terms and conditions to the Federal Government. If at any time the prices under any such contract instrument become lower than the prices in this BPA, this BPA will be modified to include the lower prices.

3.5 Experience:

The Offeror must describe its experience in delivering Information Assurance products and services (published specifically by the Software manufacturer listed in Attachment A) over the past two (2) years. Describe two (2) projects, similar in size and complexity to the effort of services categories offered in this contract. The projects shall have been completed within the last twenty four months. The project performance must have been found to be acceptable by the client. At a minimum, the Offeror shall provide the following information:

- (1) Project/Contract Name;
- (2) Project Description;
- (3) Dollar Amount of Contract;
- (4) Project Duration, which includes the original estimated completion date and the actual completion date; and
- (5) Agency Point of Contact and Telephone Number.

4.0 LICENSING

4.1 License Agreement:

Notwithstanding any provision to the contrary, licenses are transferable among authorized users within the originally licensed organization, upon written notification of such transfer by the transferring organization. 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. These provisions will be included in a license addendum if the BPA is awarded to other than the software publisher (The Reseller will provide a copy of the current Software License Agreement for incorporation into the BPA agreement).

4.2 Government Requests for Product Changes:

The government reserves the right to submit proposals to the software publisher via the reseller for the purpose of inclusion of extra rules/signatures/heuristics (or other future virus screening mechanism) within the product. (Only changes which can apply to the entire Federal Government will be introduced under this provision, to maintain consistency within product).

4.3 Functionality Replacement and Extended Support:

Licensee is entitled to the Upgrade Guarantee described in the Vendor AV Software Terms and Conditions included as License Agreement (The Offeror will attach a copy of the software License Agreement to the offer, which will become RFQ Attachment B).

4.4 Minimum Support Services:

Throughout the term of this agreement, the contractor will provide support services for a period of one year from time of software purchase. Support Requirements, at a minimum, will include Threat Notifications, Incident Response, and Migration Support. Indicate clearly the line of responsibility associated with these support requirements (i.e. Reseller vs Software Publisher responsibility).

4.5 Rights of Survivorship of the Agreement:

This Agreement shall survive unto CDW Government, Inc. it's Successor, rights and assigns. The software and agreement terms and conditions as covered under this agreement shall survive this agreement notwithstanding the acquisition or merger of CDW Government, Inc. by or with another entity.

4.6 Audits:

In lieu of any audit provisions in the license agreement, Licensee may perform an internal audit and will use its best efforts to keep full and accurate accounts that may be used to properly ascertain and verify numbers of licenses in use. Licensee may permit CDW Government, Inc., upon written request, to have access to Licensee records and computer systems and the right to audit such systems to insure software use is in accordance with its license terms. All vendor personnel shall have a secret or higher security clearance to gain access to Licensee site or data, when required.

4.7 Media:

This software is not currently available on hard copy media. Software must be downloaded from (Industry Partner will supply instructions). The end user will download the Software products per vendor instructions.

5.0 SUPPORT AND MAINTENANCE

5.1 Support:

Describe all support capabilities available to the government under this BPA (If not otherwise described in the applicable section of the License Agreement Terms and Conditions included in Attachment B):

Indicate any applicable levels of support such as Platinum, Gold, etc.

The software product under this BPA includes industry standard installation support for the first (*Industry Partner will annotate with number of days*) days/months after product delivery.

- What are the features of the standard installation support agreement? (hours of operation, type of support—phone vs. e-mail vs. online trouble ticket, etc.)
- What additional assistance is provided for premium support packages? What is the cost and terms of service?
- Does the corporate website include technical repositories of best practices offering self-help for common virus issues?

5.2 Maintenance:

Describe all maintenance programs and support offered to the government under this BPA (If not otherwise described in the applicable section of the License Agreement Terms and Conditions included in Attachment B):

- Indicate any key personnel who will be available to respond to problems, response time, telephone access to technical support, etc.
- How frequently will updated scan engines be made available to end-users?
- How will users be informed about virus signature file updates? How will configuration control be maintained government-wide?
- What type of signature and rule-based tools are used by your products?
- What technologically sophisticated techniques (heuristic detection, algorithmic scanning, integrity checking, interception, etc.) are used by your products?

5.3 Professional Services:

Describe all professional services offered to the government under this BPA (Indicate methodology for handling new installs and deployments, etc.):

The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub. L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

NOTE: The contractor shall fund all local travel.

5.4 On-Site Training:

Describe all training programs offered to the government under this BPA:

- What type of formal training is available for system administrators?
- What formal or informal training (CBTs, tutorials, etc.) are available for end-users?

Professional Services and training may be offered from open market, other schedule 70 SIN, etc. if that is the otherwise standard process when supplying AV products.

5.5 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 from GSA schedule 70 shall be at the same or greater discount level as the original BPA product prices.

5.6 Substitution and Technology Refreshment:

If at any time during the life of this BPA, the original manufacturer of the equipment (includes software 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 at the same or greater discount level from GSA schedule 70 as the original items. Section 3.4 Price Reduction will apply to the new or revised items. 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, and upgrades including additional features and functionality, and successor or upgrade products.

6.0 BPA POINTS OF CONTACT

a. Program Management Contact:

GSA, Federal Acquisition Service
SmartBUY Program Management Office
10304 Eaton Place, #3A-08, Fairfax, Va 22030

POC: Sharon Terango
Phone: (703) 306-6104
Fax: (703) 306-6816
Email: Sharon.Terango@gsa.gov

Procuring Contracting Officer (PCO):

GSA, Federal Acquisition Service
SmartBUY Program Management Office
10304 Eaton Place, #3A-05, Fairfax, Va 22030

PCO: Michael W. Hargrove
Phone: (703) 306-7701
Fax: (703) 306-6816
Email: Michael.Hargrove@gsa.gov

b. Reseller Contact:

Contracts/Program Management Point of Contact:

Sheryl J. McCurnin
13461 Sunrise Valley Dr., Suite 350
Herndon, VA 20170
Phone: (703-621-8241)
Fax: (703-621-8300)
Email: (smccurnin@cdwg.com)

Sales Contact:

Joe Yamour
230 N. Milwaukee Ave
Vernon Hills, IL 60061
Phone: (847) 968-9595
Fax: (847) 968-1595
Email: (jyamour@cdwg.com)

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

7.0 ORDERING

7.1 Delivery Orders:

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

7.2 E-Commerce Site:

GSA may create the SmartBUY AV Marketplace which should interface with GSA Advantage and provide SmartBUY BPA product information to the civilian agency customer. The Contractor shall follow GSA procedures for electronic loading of SmartBUY BPA contract information to the SmartBUY AV Marketplace and will be responsible for ensuring the data is maintained in a current status. It is the intention of the Government to use existing and future capabilities of the Internet, Government procurement card, or vendor electronic ordering capability to create a paperless ordering, invoicing and payment process. During the term of the BPA, the Contractor shall participate to achieve this objective.

- The above implementation will NOT take place immediately after award of SmartBUY BPA's. It is expected that SmartBUY will consult with the Software publisher from time to time and gain mutual agreement that the Resellers will be impacted in a minimal way before SmartBUY proceeds to "start up" the AV Marketplace.
- After "start up" of the AV Marketplace, any Contractor adaptation of its business processes shall be at no additional cost to the government.

7.3 Users' Ordering Guide:

The Contractor shall develop and post to their web site a Users' Ordering Guide. The Ordering Guide shall be submitted to the PCO within thirty (30) days of BPA issuance and made available on the Contractor's home page upon written approval. This guide shall be continuously updated as required. The guide shall contain all information necessary for geographically dispersed activities to place orders, including, at a minimum:

- a. URL where a complete list of available products, appropriate contract item numbers, and associated prices can be found.
- b. Government and Contractor Office of Primary Responsibility.
- c. Description of the Ordering process.
- d. Program Terms and Conditions.
- e. License Terms and Conditions
- f. Information necessary to complete a DD350 (such as CAGE, DUNS, TIN, Business Size, etc.).
- g. Links to DoD-ESI and the Government web sites.

8.0 BPA MANAGEMENT AND OVERSIGHT

8.1. Key Personnel:

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.

8.2. Report of Sales:

A Report of Sales as described herein shall accompany the remittance of the ACT fee to enable verification of the fee amounts rendered. Submission of the Report of Sales shall be submitted to the PCO in electronic format within ten (10) days following the completion of the monthly reporting period, or as otherwise requested by the PCO. The report shall be submitted in the standard format shown in Attachment C. Negative reports ("zero" sales) are required, through physical completion of the last outstanding delivery order of the contract. Final ACT Payment shall be remitted within 30 days after physical completion of the last outstanding task or delivery order of the BPA. The PCO shall provide written approval of each report. At the end of each reporting month, the written approval provided to the contractor will be accompanied by a request to remit ACT fees.

- (1) The Contractor shall accurately report the dollar value, in U.S. Dollars and rounded to the nearest whole dollar, of all sales under this contract **monthly** (period ending means January 31, September 30, etc). The dollar value of a sale is the price paid by the agency. The Contractor shall maintain a consistent accounting method of sales reporting, based on the Contractor's established commercial accounting practice. The acceptable points at which sales may be reported include—
 - (i) Receipt of Order
 - (ii) Shipment of Delivery, as applicable
 - (iii) Issuance of an Invoice; or
 - (iv) Payment

- (2) Remit ACT Fee by corporate or cashier's check made payable to "General Services Administration" notated with the following information:

ACT Fee for SmartBUY Anti-Virus Software BPA
299X.TDFH.A00VO110.TDF41.00.000
BPA (enter BPA Number)
Contractor name
Fiscal Year (07, 08, etc.)
Period Ending date (January 31, September 30, etc.)

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

Letter of Transmittal for GSA Fee Payments

Address Correspondence To:
GSA Federal Acquisition Service
ATTN: Sharon Terango
10304 Eaton Place
Suite #3A-08
Fairfax, VA 22030

Reference:
ACT Fee for SmartBUY Anti-Virus Software BPA
299X.TDFH.A00VO110.TDF41.00.000
BPA (enter BPA Number)
Contractor name
Fiscal Year (07, 08, etc.)
Period Ending date (January 31, September 30, etc.)

Failure to remit the full amount of the SmartBUY fee within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, Interest).

Terms and Conditions included in the BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA shall take precedence.

8.3 Sales Leakage:

The goals of the SmartBUY Program can only be realized through cooperation between the Government and the Contractor to direct appropriate sales through the SmartBUY vehicle. The Contractor shall ensure that all sales personnel are aware of the SmartBUY Program and enforce the policy that this BPA is the preferred civilian agency procurement vehicle for the products within. The Contractor shall also establish a process to audit sales to Government buyers, determine if and where government sales outside the SmartBUY vehicle are occurring, and take appropriate action to direct further sales through the SmartBUY vehicle. Audit records shall be made available to the SmartBUY office upon request.

8.4 Marketing:

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

8.5 Section 508 Requirements:

1. All software products or web-based applications acquired through this SmartBUY agreement are subject to Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR 1194. Provisions 1194.21 (Software Applications and Operating Systems), and/or 1194.22 (Web-based Intranet and Internet Information and Applications), as well as 1194.31 (Functional Performance Criteria) and 1194.41 (Information, Documentation and Support) must be addressed.
2. The contractor shall have readily available a comprehensive list of all offered Electronic and Information Technology (EIT) products that fully comply with Section 508. The contractor must also identify the technical provisions applicable to all products proposed (see 1 above). Information on the products' conformance to the applicable technical provisions may be provided through the use of voluntary product accessibility templates (or VPATs, see www.itic.org). Additionally, the contractor must clearly indicate where this list with full details of compliance can be found (e.g., vendor web site, www.buyaccessible.gov or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning at time of award. At time of award, the list provided by the contractor shall be included as an attachment.
3. The contractor must ensure that all EIT products that are less than fully compliant are offered pursuant to extensive market research, which ensures that they are the most compliant products available to satisfy the solicitation's requirements.
4. If any such EIT product or service proposed is not fully compliant with all of the standards, the contractor shall specify each specific standard that is not met; provide a detailed description as to how the EIT product does not comply with the identified standard(s); and shall also indicate the degree of compliance. Use of VPATs and www.buyaccessible.gov is encouraged.
5. Offerors must demonstrate compliance with Section 508 requirements prior to award. Submission of the list identified in paragraph (1) above is a prerequisite imposed by 36 CFR 1194 for making or entering into any contract.
6. Proposals that fail to include the required Section 508-compliance information will be deemed ineligible for award.

In addition, all reports and deliverables provided in electronic media shall be accessible to people with disabilities in accordance with the relevant accessibility standards (see below) referenced in Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998.

1194.22 Web-based Intranet and Internet Information and Applications
1194.31 Functional Performance Criteria
1194.41 Information, Documentation, and Support

Past Performance/Evaluation:

See SOW, 2.7, and Section B, paragraph G

Definition of Terms:

End User: A person or person(s) who will be using products or services on a desktop or server with the federal government or official home office (i.e. telecommuting offices).

Enterprise: The lowest possible business unit, i.e., Agency, Sub Agency, and Divisions within both.

Executive Agencies: Subsections 201(a) and 211(b) of the Property Act provide for executive agencies' use of GSA sources of supply and services. Executive Agencies, as defined in subsection 3(a) of the Property Act, include:

- (1) Executive departments. These are the cabinet departments defined in 5 U.S.C. 101 and are listed in Appendix A.
- (2) Wholly owned Government corporations. These are defined in 31 U.S.C. 9101 and are listed in Appendix A.
- (3) Independent establishments in the executive branch of the Government. These are generally defined by 5 U.S.C. 104. However, it is often necessary to consult specific statutes, legislative histories, and other references to determine whether a particular establishment is within the executive branch.

Host: A computer connected to a network that provides data and services to other computers.

Licensee: The end-user/federal agency who has been given the right to use a particular kind of software and the conditions under which it may be used; for example, how many copies may be made, whether may be distributed to other users, whether it can be modified by the user.

New Release: A new software version made available to the public.

Security: The SmartBUY AV reseller BPAs are unrestricted and unclassified acquisition actions for commercially available software from GSA Schedule 70 IT software contractors, for delivery to various Federal agencies. Agency-specific security requirements will be established at the order level.

Term: Unless otherwise terminated, this BPA shall continue for a one year (12 month) base contract period and two (12 month) annual option periods, in compliance with FAR 8.405-3(c). Either party may provide a renewal request within 90 days of termination of the agreement.

Update: The modification of data in a file in order to make the software product current.

Upgrade: A new version of a software or hardware product designed to replace an older version of the same product.