



User's Ordering Guide
ESI/SmartBuy Blanket Purchase Agreement
FA8771-07-A-0308



6.0 License Terms and Conditions

6.1 License Agreement for SPYRUS

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Should you have any questions concerning this agreement, or desire to contact WinMagic Inc. for any reason, please write to:

WinMagic Inc.
200 Matheson Blvd. West, Suite 201
Mississauga ON Canada L5R 3L7

7.0 DD350, Individual Contracting Action Report, Information

- A1 Type of Report ____ (0) Original; (1) Canceling; or (2) Correcting
- A2 Report Number _____
- A3 Contracting Office _____
- A3A Reporting Agency FIPS 95 Code _____
- A3B Contracting Office Code _____
- A4 Name of Contracting Office _____
- B1 Contract Identification Information
- B1A Contract Number **FA8771-07-A-0308**
- B1B Origin of Contract **A** (A) DoD; (B) NASA; or (C) Other Non-DoD Agency
- B1C Bundled Contract ____ (Y) Yes; or (N) No
- B1D Bundled Contract Exception ____ (A) Mission Critical; (B) OMB Circular A-76; or (C) Other
- B1E Performance-Based Service Contract ____ (Y) Yes; or (N) No
- B2 Modification, Order, or Other ID Number _____
- B2A Order, or Other ID Number _____
- B2B Modification Number _____
- B3 Action Date (yyyymmdd) _____
- B4 Completion Date (yyyymmdd) _____
- B5 Contractor Identification Information
- B5A Contractor Identification Number (DUNS) **127349228**
- B5B Government Agency **N** (Y) Yes; or (N) No
- B5D Contractor Name and Division Name
Contractor **Advantage Professionals of Raleigh doing business as Autonomic Resources**
Division **none**
- B5E Contractor Address
Street or PO Box **200 Cascade Pointe Lane, Suite 103**
City or Town **Cary**
State or Country **North Carolina (NC)** Zip Code **27513**
- B5F Taxpayer Identification Number **06-1619955**
- B5G Parent Taxpayer Identification Number _____
- B5H Parent Name _____
- B6 Principal Place of Performance _____
- B6A City or Place Code _____
- B6B State or Country Code _____
- B6C City or Place and State or Country Name _____
- B7 Type Obligation ____ (1) Obligation; (2) Deobligation; or (3) No Dollars Obligated or Deobligated
- B8 Obligated or Deobligated Dollars (*Enter Whole Dollars Only*) _____
- B9 Foreign Military Sale ____ (Y) Yes; or (N) No
- B10 Multiyear Contract ____ (Y) Yes; or (N) No
- B11 Total Estimated Contract Value (*Enter Whole Dollars Only*) _____
- B12 Principal Product or Service **Data at Rest Encryption**
- B12A Federal Supply Class or Service Code **5811 Other Cryptologic Equipment & Components**
- B12B DoD Claimant Program Code _____
- B12C MDAP, MAIS, or Other Program Code _____

- B12D NAICS Code **334119**
- B12E Name or Description **Other Computer Peripheral Equipment Manufacturing**
- B12F EPA-Designated Product(s) **E** (A) EPA-Designated Product(s) with Minimum Recovered Material Content; (B) FAR 23.405(c)(1) Justification; (C) FAR 23.405(c)(2) Justification; (D) FAR 23.405(c)(3) Justification; or (E) No EPA-Designated Product(s) Acquired
- B12G Recovered Material Clauses ____ (A) FAR 52.223-4; or (B) FAR 52.223-4 and FAR 52.223-9
- B13 Kind of Action
- B13A Contract or Order **7** (1) Letter Contract; (3) Definitive Contract; (4) Order under an Agreement; (5) Order under Indefinite-Delivery Contract; (6) Order under Federal Schedule; (7) BPA Order under Federal Schedule; (8) Order from UNICOR or JWOD; or (9) Award under FAR Part 13
- B13B Type of Indefinite-Delivery Contract ____ (A) Requirements Contract (FAR 52.216-21); (B) Indefinite-Quantity Contract (FAR 52.216-22); or (C) Definite-Quantity Contract (FAR 52.216-20)
- B13C Multiple or Single Award Indefinite-Delivery Contract ____ (M) Multiple Award; or (S) Single Award
- B13D Modification ____ (A) Additional Work (new agreement); (B) Additional Work (other); (C) Funding Action; (D) Change Order; (E) Termination for Default; (F) Termination for Convenience; (G) Cancellation; (H) Exercise of an Option; or (J) Definitization
- B13E Multiple Award Contract Fair Opportunity ____ (A) Fair Opportunity Process; (B) Urgency; (C) One/Unique Source; (D) Follow-On Contract; or (E) Minimum Guarantee
- B13F Indefinite-Delivery Contract Use ____ (A) Government-Wide; (B) DoD-Wide; (C) DoD Department or Agency Only; or (D) Contracting Office Only
- B13G Indefinite-Delivery Contract Ordering Period Ending Date (yyyymmdd) _____
- B14 CICA Applicability ____ (A) Pre-CICA; (B) CICA Applicable; (C) Simplified Acquisition Procedures Other than FAR Subpart 13.5; or (D) Simplified Acquisition Procedures Pursuant to FAR Subpart 13.5
- B15 Information Technology Products or Services **A** (A) Commercially Available Off-the-Shelf Item; (B) Other Commercial Item of Supply; (C) Nondevelopmental Item Other than Commercial Item; (D) Other Noncommercial Item of Supply; (E) Commercial Service; or (F) Noncommercial Service.
- B16 Clinger-Cohen Act Planning Compliance ____ (Y) Yes; or (N) No
- Do not complete Part C if Line B5B is coded Y.**
- C1 Synopsis ____ (A) Synopsis Only; (B) Combined Synopsis/Solicitation; or (N) Not Synopsized
- C2 Reason Not Synopsized ____ (A) Urgency; (B) FAR 5.202(a)(13); (C) SBA/OFPP Pilot Program; or (Z) Other Reason
- C3 Extent Competed ____ (A) Competed Action; (B) Not Available for Competition; (C) Follow-On to Competed Action; or (D) Not Competed
- C4 Sea Transportation ____ (Y) Yes - Positive Response to DFARS 252.247-7022 or 252.212-7000(c)(2); (N) No - Negative Response to DFARS 252.247-7022 or 252.212-7000(c)(2); or (U) Unknown - No Response or Provision Not Included in Solicitation
- C5 Type of Contract ____ (A) Fixed-Price Redetermination; (J) Firm-Fixed-Price; (K) Fixed-Price Economic Price Adjustment; (L) Fixed-Price Incentive; (M) Fixed-Price-

Award-Fee; (R) Cost-Plus-Award-Fee; (S) Cost Contract; (T) Cost-Sharing; (U) Cost-Plus-Fixed-Fee; (V) Cost-Plus-Incentive-Fee; (Y) Time-and-Materials; or (Z) Labor-Hour

- C6 Number of Offerors Solicited ____ (1) One; or (2) More than One
- C7 Number of Offers Received _____
- C8 Solicitation Procedures ____ (A) Full and Open Competition – Sealed Bid; (B) Full and Open Competition – Competitive Proposal; (C) Full and Open Competition – Combination; (D) Architect-Engineer; (E) Basic Research; (F) Multiple Award Schedule; (G) Alternative Sources; (K) Set-Aside; or (N) Other than Full and Open Competition
- C9 Authority for Other Than Full and Open Competition ____ (1A) Unique Source; (1B) Follow-On Contract; (1C) Unsolicited Research Proposal; (1D) Patent or Data Rights; (1E) Utilities; (1F) Standardization; (1G) Only One Source – Other; (2A) Urgency; (3A) Particular Sources; (4A) International Agreement; (5A) Authorized by Statute; (5B) Authorized Resale; (6A) National Security; or (7A) Public Interest
- C10 Subject to Labor Standards Statutes ____ (A) Walsh-Healey Act; (C) Service Contract Act; (D) Davis-Bacon Act; or (Z) Not Applicable
- C11 Cost or Pricing Data ____ (Y) Yes – Obtained; (N) No – Not Obtained; or (W) Not Obtained - Waived
- C12 Contract Financing ____ (A) FAR 52.232-16; (C) Percentage of Completion Progress Payments; (D) Unusual Progress Payments or Advance Payments; (E) Commercial Financing; (F) Performance-Based Financing; or (Z) Not Applicable
- C13 Foreign Trade Data
- C13A Place of Manufacture A (A) U.S.; or (B) Foreign
- C13B Country of Origin Code _____
- C14 Commercial Item ____ (Y) Yes – FAR 52.212-4 Included; or (N) No – FAR 52.212-4 Not Included

Do not complete Part D if Line B5B is coded Y or if Line B13A is coded 6.

- D1 Type of Contractor
- D1A Type of Entity A (we are 8a) (A) Small Disadvantaged Business (SDB) Performing in U.S.; (B) Other Small Business (SB) Performing in U.S.; (C) Large Business Performing in U.S.; (D) JWOD Participating Nonprofit Agency; (F) Hospital; (L) Foreign Concern or Entity; (M) Domestic Firm Performing Outside U.S.; (T) Historically Black College or University (HBCU); (U) Minority Institution (MI); (V) Other Educational or (Z) Other Nonprofit
- D1B Women-Owned Business N (Y) Yes; (N) No; or (U) Uncertified
- D1C HUBZone Representation N (Y) Yes; or (N) No
- D1D Ethnic Group F (A) Asian-Indian American; (B) Asian-Pacific American; (C) Black American; (D) Hispanic American; (E) Native American; (F) Other SDB Certified or Determined by SBA; or (Z) No Representation
- D1E Veteran-Owned Small Business ____ (A) Service-Disabled Veteran; or (B) Other Veteran
- D2 Reason Not Awarded to SDB ____ (A) No Known SDB Source; (B) SDB Not Solicited; (C) SDB Solicited and No Offer Received; (D) SDB Solicited and Offer Was Not Low; or (Z) Other Reason
- D3 Reason Not Awarded to SB ____ (A) No Known SB Source; (B) SB Not Solicited; (C) SB Solicited and No Offer Received; (D) SB Solicited and Offer Was Not Low; or (Z) Other Reason
- D4 Set-Aside or Preference Program

- D4A Type of Set-Aside ____ (A) None; (B) Total SB Set-Aside; (C) Partial SB Set-Aside; (D) Section 8(a) Set-Aside or Sole Source; (E) Total SDB Set-Aside; (F) HBCU or MI – Total Set-Aside; (G) HBCU or MI – Partial Set-Aside; (H) Very Small Business Set-Aside; (J) Emerging Small Business Set-Aside; (K) HUBZone Set-Aside or Sole Source; (L) Combination HUBZone and 8(a)
- D4B Type of Preference ____ (A) None; (B) SDB Price Evaluation Adjustment – Unrestricted; (C) SDB Preferential Consideration - Partial SB Set-Aside; (D) HUBZone Price Evaluation Preference; or (E) Combination HUBZone Price Evaluation Preference and SDB Price Evaluation Adjustment
- D4C Premium Percent _____
- D7 Small Business Innovation Research (SBIR) Program ____ (A) Not a SBIR Program Phase I, II, or III; (B) SBIR Program Phase I Action; (C) SBIR Program Phase II Action; or (D) SBIR Program Phase III Action
- D8 Subcontracting Plan - SB, SDB, HBCU, or MI ____ (A) Plan Not Included – No Subcontracting Possibilities; (B) Plan Not Required; (C) Plan Required – Incentive Not Included; or (D) Plan Required – Incentive Included
- D9 Small Business Competitiveness Demonstration Program ____ (Y) Yes; or (N) No
- D10 Size of Small Business **A and P**
- Employees (A) 50 or fewer
 (B) 51 - 100
 (C) 101 - 250
 (D) 251 - 500
 (E) 501 - 750
 (F) 751 - 1000
 (G) Over 1000
- Annual Gross Revenues
 (M) \$1 million or less
 (N) Over \$1 million - \$2 million
 (P) Over \$2 million - \$3.5 million
 (R) Over \$3.5 million - \$5 million
 (S) Over \$5 million - \$10 million
 (T) Over \$10 million - \$17 million
 (U) Over \$17 million.
- D11 Emerging Small Business **N** (Y) Yes; or (N) No
- E1 Contingency, Humanitarian, or Peacekeeping Operation ____ (Y) Yes; or Leave Blank
- E2 Cost Accounting Standards Clause ____ (Y) Yes; or Leave Blank
- E3 Requesting Agency Code (FIPS 95) _____
- E4 Requesting Activity Code _____
- E5 Number of Actions _____
- E6 Payment by Governmentwide Purchase Card ____ (Y) Yes; or Leave Blank
- F1 Name of Contracting Officer or Representative _____
- F2 Signature _____
- F3 Telephone Number _____
- F4 Date (yyyymmdd) _____