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|---|------------------------------------|--|--|---|--|--|------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i> | | | | 1. REQUISITION NUMBER MIPR0KESISF057 | | PAGE 1 OF 21 | |
| 2. CONTRACT NO. GS-35F-0553P | | 3. AWARD/EFFECTIVE DATE 29-Sep-2010 | | 4. ORDER NUMBER W91QUZ-10-F-0050 | | 5. SOLICITATION NUMBER | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME | | | | b. TELEPHONE NUMBER (No Collect Calls) | |
| 9. ISSUED BY NATIONAL CAPITAL REGION CONTRACTING CTR 2461 EISENHOWER AVENUE ALEXANDRIA VA 22331-1700 TEL: FAX: | | CODE W91QUZ | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS: | | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | |
| 15. DELIVER TO SEE SCHEDULE | | CODE | | 16. ADMINISTERED BY SEE ITEM 9 | | CODE | |
| 17a. CONTRACTOR/OFFEROR FOUR POINTS TECHNOLOGY, L.L.C. AMY MOSS 5160 PARKSTONE DR STE 190A CHANTILLY VA 20151-3813 TEL. (703) 657-6133 | | CODE 1YS78 | | 18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS ATTN: ST LOUIS DFAS-JA/QBAC/CO ATTN.: ST LOUIS PO BOX 182307 COLUMBUS OH 43218-2307 | | CODE HQ0304 | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | <input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | SEE SCHEDULE | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA See Schedule | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$3,553,001.00 | | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | | | 29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | 31c. DATE SIGNED | |
| | | | | <i>Donna S. Harris</i> | | 29-Sep-2010 | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) DONNA S. HARRIS / CONTRACTING OFFICER TEL: 703-325-4625 EMAIL: donna.harris1@us.army.mil | | | |

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|----------------------------|------------------------------------|--------------|----------|----------------|------------|
| <p>SEE SCHEDULE</p> | | | | | |

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

| | | |
|--|-----------|---|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|--|-----------|---|

| | |
|--|---|
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
| | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE |

| | | | | |
|---|--------------------|---------------------------------|--|------------------|
| 33. SHIP NUMBER | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 37. CHECK NUMBER |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | | | |

| | | |
|------------------------|------------------------|-------------|
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY |
|------------------------|------------------------|-------------|

| | | | |
|---|-----------------------------------|--------------------------------------|-----------------------|
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | 42a. RECEIVED BY (<i>Print</i>) | | |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | 41c. DATE | 42b. RECEIVED AT (<i>Location</i>) | |
| | | 42c. DATE REC'D (<i>YY/MM/DD</i>) | 42d. TOTAL CONTAINERS |

Section SF 1449 - CONTINUATION SHEET

TERMS AND CONDITIONS

ATTACHMENT B1 TERMS AND CONDITIONS

Reference BMC ESI BPA W91QUZ-07 -A- 0006. Four Points Technology is a teaming partner to BMC under ESI BPA W91QUZ-07-A-0006. This order is subject to the terms and conditions of the referenced BMC BPA W91QUZ-07-A-0006.

- 1. This requirement is for an Army-wide Enterprise License Agreement (ELA) delivery order for all products within the BMC product families listed in Attachment (A) below. This procurement provides for the procurement of software and related maintenance pursuant to SIN 132-33 Perpetual Software Licenses. Products shall include any updates, upgrades, new versions and formats of those products and provide such updates, upgrades, new versions and formats of those products at no additional cost to all Army licensed users (see below for definition of an Army user) to the same level of Maintenance and Technical Support Services as within this order. The Army expects, at a minimum, credit for recent Army orders that total \$3,973,586.00 off of the total contract value in Option Period 1.**
- 2. This delivery order includes Maintenance on all of the software obtained through this order and all existing Army licenses for the products listed in Attachment A. The maintenance and support includes 24x7 Telephone Support and a Dedicated Program Account Manager, and a BMC Executive Summit or symposium if the Army requires one. Additionally, the government requires an Army ordering portal that will be accessible on the PD CHESS web site. In the future the Army may put in place a frontend approval process that will link to the BMC portal. The Army would require a single sign on for the site.**
- 3. This award will allow the Army to consolidate its BMC products (listed in Attachment A) and have procurement asset management of those products Army-wide. The government is interested in value-added services for permitted users of the software, for which a license is acquired under this delivery order. The scope of the requirement covers the Army and any component or subdivision thereof, and all Army Customers.**
- 4. A customer is someone authorized by the Army to use the licensed programs described in Attachment A. Customers include Army military (active, reserve, or national guard) and Army civilian personnel as well as contractor personnel. Customers also include military (active, reserve, or national guard) and civilian personnel from other U.S. Government agencies or components serving in Joint organizations where the Army is the Executive Agent. The licensed programs may be used by the Army and any component or subdivision thereof to include: Army Commands, Army Service Component Commands, Army National Guard, Headquarters Department of Army, Direct Reporting Units, the Army Reserve, and components or organizations for which the Army is the Executive Agent (see attachment C) and authorized Army Contractors in direct support of Army programs.**
- 5. The coverage of this requirement applies to Continental United States (CONUS) and Outside the Continental United States (OCONUS) sites. There are no geographic limitations on the use of the licensed programs and the Army may use such programs at any number of sites. The Contractor will provide a website to process individual Army software downloads requests online in addition to a software license management system (SLMS).**
- 6. Right to Transfer Software Programs: Notwithstanding any clause in the applicable GSA FSS contract to the contrary, the Army may transfer licensed programs acquired under this order between and among different Army users, computers, locations, or sites without charge to the Army. Such transfers may be made without notice to, or the consent of, the Contractor.**
- 7. The Order will consist of one base year of 6 months and 5 option periods. The first option period will be 8 months, the second and third options periods will be 11 months each, with the remaining option periods being one year each. Total base with five option periods equates to a five year delivery order period. The Army will award one enterprise level order which will be comprised of the BMC licenses and maintenance (identified in Attachment**

A) for the Army requirement as identified in each period of performance. The order will include a no count clause for the base and each option period. At the end of the base and option periods 1 and 2 the Army will possess the most recent version of software identified at Attachment A. At the end of each option period 1 and 2 the Army will own perpetual license rights in accordance with SIN 132-33 to a percentage commensurate with licenses purchased/ software downloaded during this period. At the end of option period 3 the Army will possess a perpetual license in accordance with SIN 132-33 for all software downloaded during the applicable period. In addition, if options one through three are exercised, the Army may exercise option periods four and five, which will provide maintenance that covers all legacy software and new software downloaded during base and options 1 through 3 in accordance with SIN 132-33.

8. No separate charge will be levied for Software Maintenance for software downloaded during the base period and options one through three. Rather, the CLIN prices for the base period and options one through three include the price for Software Maintenance.

9. The price for Software Maintenance for option periods four and five includes maintenance for all products in Attachment (A) for an unlimited number of users. Maintenance will be flatlined with zero percent escalation over the prior year's maintenance for these options.

10. At the end of option year 5 BMC will not raise the maintenance cost to the Army for the next maintenance year more than 1% over the last percentage the Army paid and will be based on the ESI price or GSA whichever is lower.

11. Pursuant to the applicable GSA FSS contract and FAR Subpart 8.4, the Army may terminate this order for convenience or for cause. In addition, this order includes options which may or may not be exercised by the Army at the Army's sole discretion.

1) Upon termination of the order the Government shall possess, at a minimum, a perpetual license (in accordance with SIN 132-33) to the software and number of users identified in Attachment A as well as the software downloaded or requested during performance of the order based on the number of users designated by the Army when downloading or requesting software. Furthermore, the termination of any part of this order shall not affect any perpetual license(s) obtained pursuant to any part of this order not terminated.

2) In the event any option is not exercised by the Army, the Army's rights to the licensed software are described in CLIN 0001 and any option CLIN(s) exercised under this order.

3) In the event the base period or options 1, 2 or 3 are terminated, or in the event options 1, 2 or 3 are not exercised, the Army agrees to verify a written inventory report related to the Licensed Software products that are installed and in use as of the effective date of termination or non-exercise of an option. Such report shall include, at a minimum, the product name (including any options, agents and extensions), version number and quantity of each product. The Government may purchase Maintenance/Support for any/all of the installed Copies of the Licensed Software. In the event this Maintenance/ Support is acquired from or through BMC such Maintenance/Support shall be provided and performed subject to prices in the BMC then-current ESI BPA and or GSA schedules whichever is lower. Maintenance/Support fees for such Installed Copies will be invoiced to, and paid by, the Government at no more than the then-current ESI or GSA schedules, whichever is lower per copy price in effect as of the effective date of termination or non-exercise of an option.

12. Order Management:

- a) **Software distribution from the BMC portal is projected to commence on 1 Nov 2010. There may be exceptions with distribution required prior to 1 Nov 2010. Direction for distribution exceptions will be provided through The Army appointed Software Product Manager (SPM) at Army Computer Hardware, Enterprise Software and Solutions (CHESS).**

- b) **The Army and the winning contractor will meet within a week of award to review the order management process in order to meet the immediate license requirements of the Army and the more formal order management process that will commence on or about 1 Nov 2010.**
- c) The contractor will only distribute licenses from an Army-approved license distribution form (provided by CHES) and/or BMC portal. This is subject to change at the Government's discretion.
- d) **CHES will be the Task Order Management Office. The Army reserves the right to change the Task Order Management Office with written notification to the contractor.**
- e) **Product Manager Area Processing Centers (PdM APC) will be the Technical Office. The Army reserves the right to change the Technical Office with written notification to the contractor.**

13. Tracking of Licenses:

Enterprise-wide Software Management, to include distribution and asset management, is a primary focus of the Army and requires best business practices to be utilized. At a minimum, this will include utilizing a BMC ordering management portal to manage and track licenses for this contract. The contractor shall utilize technologies, capabilities, and tools that are already in place today, e.g., web-based solutions, and that facilitate and automate license distribution, leakage control, usage tracking and reporting.

a) SOFTWARE LICENSE MANAGEMENT SYSTEM

The Contractor shall provide and maintain a website to manage the Army BMC licenses within 30 days of contract award. BMC license order review and tracking capability Real-time centralized license reporting through pre-defined reports and ad hoc queries as defined by the US Army. At minimum, reporting capabilities will include order status, overall Enterprise level license statistics, ad hoc license statistics, access to historical data, and POC and Administrator query capabilities. BMC will only permit downloads, for a period of 30 days after award from those Army customers the Army has certified (authorized list) until an automated portal process is in place.

BMC software distribution through electronic download. The Contractor is encouraged to explore alternative modes of electronic download capabilities to assist Army in providing service to sites with bandwidth challenges. Methods of providing service may include Global Broadcast Service (GBS) satellite, FTP, or using multiple server download points to compensate for low bandwidth in outlying areas.

b) BMC SOFTWARE DISTRIBUTION

The Contractor shall distribute the BMC products owned by the Army. The primary distribution method of the BMC software will be via secure electronic download. The download site will be available 24/7/365 with support failover. Access to the download site will include single sign-on requiring US Army customers to log in via Common Access Card (BMCC) authentication or Army knowledge Online (AKO) login credentials to ensure only authorized individuals, as assigned by the Army, have access to the BMC software distribution site. To account for sites that have limited bandwidth or connectivity issues, Army organizations can request a shipment of media for a nominal fee. The contractor must be able to ship the media to Army locations in CONUS and OCONUS.

c) At a minimum, the contractor shall send a quarterly report via electronic mail to CHES, and to authorized recipients to be identified by APD. This report will reflect license distribution information to include date license shipped, ship-to point of contact (POC), number of licenses authorized with quantity, version number of the product and deliver-to address, and current discounted contract price of the software. This report shall also differentiate between existing licenses that are rolling under the agreement for maintenance, and new licenses being deployed under the agreement. Report format at this time is MS EXCEL. The government reserves the right to migrate to a web-based report or change the format.

14. Program Management:

Besides the identified government management in paragraph 12. above, Order Management, the government requires that the contractor identify a Program Manager. The Program Manager shall be dedicated to CHESS. The Program Manager, at a minimum, will interface with APC and CHESS.

15. Other Benefits:

Contractor shall provide all customary additional support services or terms and conditions that would be appropriate for an Enterprise Agreement of this magnitude. These benefits should be consistent with commercial practices, to the extent that they do not violate federal regulations, and shall be available on contractor's underlying GSA schedule contract.

16. Other: The contractor will supply a letter from BMC on BMC letterhead that guarantees that all existing Army maintenance numbers are cancelled and migrated to the Army's BMC ELA maintenance number. This includes contracts for Army that are currently with integrators. BMC will notify these customers of the Army BMC ELA and provide the new ELA maintenance number to them when they register in the portal. The contractor will supply a letter from BMC on BMC letterhead that guarantees that BMC will not sell the BMC products listed at Attachment (A) that supports an Army user (see definition above) but will point the customer to the BMC Army portal located at <https://chess.army.mil>. BMC will provide the winning contractor in writing by 31 Dec 2010 the total dollar value of all Army orders dated and exercised for those products contained in Attachment (A) during the period between August 1, 2010 thru September 30, 2010 so the winning contractor can notify the Army of the dollar value which will then be applied to the first option price. The Army contracting officer after that reconciliation will apply the amount by reducing the first option price via modification to the delivery order.

**17. CLAUSES INCORPORATED BY FULL TEXT
FFP**

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 2 days of contract expiration, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty months.

(End of clause)

FOUR POINTS TECHNOLOGY

Attachment B2 – Additional Terms and Conditions

US Army is in need of BMC software licenses to maintain operational effectiveness. This order is for BMC products and support. The final executed contract must contain the following terms and conditions. This BMC software will support US Army operations and the order contains a base period and 5 option periods.

1. The Government under the provisions of this Contract has a Commencement Date, a base period and 5 option periods and an expiration date. The Commencement Date shall be the date of the Government's execution of this Contract. The government shall provide an acceptance certificate certifying that licenses

have been made available for download. The maximum Contract Term shall begin on the Commencement Date and expire at the end of the number of months specified as the Contract. The Expiration Date shall be the last day of the maximum Contract Term.

2. It is the Government's intent to award the base period and to exercise each of the five options provided that the Government receives appropriations from Congress and has a continued need for BMC software and maintenance. Any termination will be made on a full CLIN basis only. Any terminations would not include licenses on which ownership has passed to the Government per the ownership schedule defined in term 5 below.

3. It is the government's intent to exercise all options, subject to the availability of appropriated funds and the continued need for BMC software and maintenance, because the acquisition, quantity and use of the involved BMC Products are deemed to be essential to its operations and will complete an Essential Use Certificate to that effect. Further, the Government reasonably believes that funds in an amount sufficient to exercise all contract options can be obtained and agrees to take all reasonable positive action to obtain and maintain such funds.

4. Intentionally left blank

5. The schedule below specifies the base period and option period dollar values. The Government may exercise the options subsequent periods subject to the availability of funds. The Government currently anticipates that the bona fide need for the required BMC products exists, or will exist until all options are executed based upon the software's integral role in core US ARMY business operations. Each period exercise and associated funding action acquires perpetual, non-revocable licenses in accordance with the schedule below. Prices for a period include, in addition to the purchase of perpetual licenses, license to use software not purchased and maintenance for all licenses. In the event that an option is not exercised, the Government shall have the option to either: a) purchase the capacity for which perpetual license rights have not been granted, according to Term 5 below, at a price that will be negotiated, or b) de-install the licenses.

Base Period 9/30/2010-2/28/2011

CLIN 0001 The Army has the right to download, copy, install, use, or transfer an unlimited quantity of the licensed software (all products in Attachment A) for an unlimited number of users during the period of 9/30/2010 through 2/28/2011. This CLIN also provides for Software Maintenance on all existing Army licenses for the software products on Attachment A (whether or not acquired pursuant to this order) as well as for all software downloaded during this period. Maintenance to the Army will include 24x7 Telephone Support, updates, upgrades, new versions, new formats and a Dedicated Program Account Manager. Also, if the Army requires, BMC will host and support an Executive Summit and/or a BMC symposium. The Army retains rights to 100% of the licensed capacity prior to contract execution and is granted migration to the most current BMC software version and license model for those products listed in attachment A. The Army is considered 100% up to date on support and maintenance of the current versions available at the end of the period of performance of this CLIN.

Option Period 1 (if exercised) 3/01/2011-11/30/2011

CLIN 0002 The Army has the right to download, copy, install, use, or transfers an unlimited quantity of the licensed software (all products in Attachment A) for an unlimited number of users during the period of 3/01/2011 through 11/30/2011. This CLIN also provides for Software Maintenance on all existing Army licenses for the software products on Attachment A (whether or not acquired pursuant to this order) as well as for all software downloaded during this period. Maintenance to the Army will include 24x7 Telephone Support, updates, upgrades, new versions, new formats and a Dedicated Program Account Manager. Also, if the Army requires, BMC will host and support an Executive Summit and/or a BMC symposium. The Army retains rights to 100% of the licensed capacity prior to contract execution and is granted migration to the most current BMC software version and license model for those products listed in attachment A. The Army is considered 100% up to date on support and maintenance of the current versions available at the end of the period of performance of this CLIN. The Army is granted perpetual licenses in accordance with SIN 132-33

at a minimum of 10% of the new capacity deployed since the inception of the contract on the most current BMC software version and license model downloaded during this period.

Option Period 2 (if exercised) 12/01/2011-10/31/2012

CLIN 0003 The Army has the right to download, copy, install, use, or transfer an unlimited quantity of the licensed software (all products in Attachment A) for an unlimited number of users during the period of 12/1/2011 through 10/31/2012. This CLIN also provides for Software Maintenance on all existing Army licenses for the software products on Attachment A (whether or not acquired pursuant to this order) as well as for all software downloaded during this period. Maintenance to the Army will include 24x7 Telephone Support, updates, upgrades, new versions, new formats and a Dedicated Technical Account Manager. Also, if the Army requires, BMC will host and support an Executive Summit and/or a BMC symposium. The Army retains rights to 100% of the licensed capacity prior to contract execution and is granted migration to the most current BMC software version and license model for those products listed in attachment A. The Army is considered 100% up to date on support and maintenance of the current versions available at the end of the period of performance of this CLIN. The Army is granted, at a minimum, perpetual licenses rights in accordance with SIN 132-33 of an additional 30% (40% total) of the new capacity deployed since the inception of the contract on the most current BMC software version and license model.

Option Period 3 (if exercised) 11/01/12-9/29/2013

CLIN 0004 The Army has the right to download, copy, install, use, or transfer an unlimited quantity of the licensed software (all products in Attachment A) for an unlimited number of users during the period of 11/1/2012 through 9/29/2013. This CLIN also provides for Software Maintenance on all existing Army licenses for the software products on Attachment A (whether or not acquired pursuant to this order) as well as for all software downloaded during this period. Maintenance to the Army will include 24x7 Telephone Support, updates, upgrades, new versions, new formats and a Dedicated Technical Account Manager. Also, if the Army requires, BMC will host and support an Executive Summit and/or a BMC symposium. The Army is granted perpetual licenses in accordance with SIN 132-33 of 100% of the new capacity deployed since the inception of the contract on the most current BMC software version and license model. The Army is considered 100% up to date on support and maintenance at the end of the period of performance of this CLIN.

Option Period 4 (if exercised) 9/30/13- 9/29/2014

CLIN 0005 Maintenance for BMC software obtained via CLINS 1-4 and during the period of 9/30/13- 9/29/2014. Software Maintenance is on all existing and acquired Army BMC software whether or not acquired pursuant to this order. Maintenance to the Army will include 24x7 Telephone Support, updates, upgrades, new versions, new formats and a Dedicated Technical Account Manager. Also, if the Army requires, BMC will host and support an Executive Summit and/or a BMC symposium.

Option Period 5 (if exercised) 9/30/14- 9/29/2015

CLIN 0006 Maintenance for the BMC software obtained via CLINS 1-4 and during the period of 9/30/14- 9/29/2015. Software Maintenance is on all existing and acquired Army BMC software whether or not acquired pursuant to this order. Maintenance to the Army will include 24x7 Telephone Support, updates, upgrades, new versions, new formats and a Dedicated Technical Account Manager. Also, if the Army requires, BMC will host and support an Executive Summit and/or a BMC symposium.

6. Payments shall be made in accordance with the schedule based on the submission of invoices from the contractor. All invoices are due upon receipt of invoice, and are payable with thirty (30) days in accordance with the Prompt Payment Act provisions of FAR 52.232-25. Prompt Payment Act penalties shall apply for all payments not made in accordance with this clause.

In the event that the Government is of the opinion that any charges on an invoice are not billed properly, every effort should be made to promptly pay the portion of the invoice not in question and give detailed written notice to Contractor concerning the items in question. The Government will pay Contractor, or its

assignee, by Electronic Funds Transfer (EFT), wire or check. No credit cards will be allowed as a form of payment under the contract.

7. To the extent permitted by the Agency, FAR 52.232-23, Assignment of Claims, Alternate I, is hereby incorporated by reference. Payment to an assignee of any amounts due or to become due under this contract, shall not, to the extent specified in the Assignment of Claims Act, be subject to reduction or setoff.

8. The payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The Government will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1, State and Local Taxes, the Government agrees to pay tax or provide evidence necessary to support an exemption from the tax.

9. Intentionally left blank

10. All BMC software on this contract will be subject to the End User License Agreement found in BMC's ESI Contract Number W91QUZ-07-A-0006.

ATTACHMENT 3

ESSENTIAL USE QUESTIONNAIRE

Project Name (if any): _____ **Date:** _____

Agency Name: _____

Issuing Office: _____

Address: _____

City, State, Zip _____

Disbursing Office: _____

Address: _____

City, State, Zip _____

Contracting Officer: _____

Address: _____

City, State, Zip _____

Phone: _____ **Zip:** _____

Email Address: _____

Installation Address: _____

Address: _____

City, State, Zip _____

Expected Ship Date: _____ **Expected Install Date:** _____

Vendor Sales Contact: _____

Phone: _____ **Fax:** _____ **email:** _____

Type of Contract: **Base Plus Option Years Contract**

Periodic Payment \$ _____

Period Of Performance (months): 12 _____ 24 _____ 36 48 _____ 60 _____ other _____

Contract Number: _____

Purchase/Delivery Order: _____

Product

Description: _____

Product Breakdown:

Hardware: \$ _____ **Support:** _____ **Installation:** _____

Software: \$ _____ **Shipping:** _____ **Other:** _____

Attachment 3 (Cont'd)

ESSENTIAL USE QUESTIONNAIRE

1. **What essential government function does this department perform?**
2. **What essential function do the users of this product perform?**
3. **How does this product help the users perform this function?**
4. **Do the users plan to use this equipment for the full term of the contract?**
5. **What is the cost impact to the user? Does this product generate cost savings for the user?**
6. **Why is this product being acquired? Contract be specific in the description of the project.**
7. **If this is a replacement product, what is it replacing (make and model).**
8. **If this is a replacement product, how long has the replaced product been in service?**
9. **Have funds been obligated for the contract? Is multi-year funding available?**
10. **What, if any, are the performance responsibilities of the manufacturer/vendor after acceptance?**

1. **Is there any threat of the Agency downsizing or cutting funding during the proposed contract term?**
2. **Is there any threat of the installation location downsizing or closing during the proposed contract term?**
3. **Is there any possibility of the Agency itself being eliminated?**
4. **Does the Agency receive any non-appropriated funds?**
5. **Does the Agency plan on moving this installation location? If so, where and when.**

Name: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT C

| ACOM | Command Name | last updated |
|--------------|--|--------------|
| ACC | (Army Corrections Command) | 9/29/2010 |
| DA STAFF | (Department Of Army) | |
| EUSA | (Eighth US Army) | |
| ARCENT | (HQ, 3RD Army/ARCENT (US Army Forces, US Central Command)) | |
| HRC | (Human Resources Command) | |
| JPEO CBD | (Joint PEO for Chemical and Biological Defense) | |
| PEO Aviation | (Program Executive Office Aviation) | |
| PEO C3T | (Command, Control and Communications Tactical) | |
| PEO CS&CSS | (Combat Support & Combat Service Support) | |
| PEO EIS | (Enterprise Information Systems) | |
| PEO GCS | (PEO Ground Combat Systems) | |
| PEO IEW&S | (Intelligence, Electronic Warfare & Sensors) | |

| | | |
|-----------------|---|--|
| PEO Integration | (Program Executive Office for Integration) | |
| PEO MSLS | (Missiles and Space) | |
| PEO Soldier | (Program Executive Office Soldier) | |
| PEO STRI | (Simulation, Training and Instrumentation) | |
| PEO AMMO | (Program Executive Office for Ammunition) | |
| USAAC | (US Army Accessions Command) | |
| AAA | (Army Audit Agency) | |
| USACFSC | (US Army Community & Family Support Center aka FMWRC) | |
| ACA | (Army Contracting Agency) | |
| USACE | (US Army Corps Of Engineers) | |
| CID | (Criminal Investigative Command) | |
| USAREUR | (US Army Europe and Seventh Army) | |
| | | |
| FORSCOM | (Army Forces Command) | |
| IMCOM | (Installation Management Command) | |
| INSCOM | (Intelligence and Security Command) | |
| AMC | (Army Material Command) | |
| MDW | (Military District of Washington) | |
| SDDC | (Surface Distribution and Deployment Command) | |
| NGB | (National Guard Bureau) | |
| NETCOM | (Network Enterprise Technology Command) | |
| ARNORTH | (Army North) | |
| USARPAC | (US Army Pacific) | |
| USAR | (US Army Reserve Command) | |
| USARSO | (US Army South) | |
| ATEC | (Army Test and Evaluation Command) | |
| TRADOC | (Training and Doctrine Command) | |
| USF-I | (United States Forces-Iraq) | |
| MEDCOM | (Medical Command) | |
| | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------------------|-----------------|-----------------|
| 0002 | | 1 | Dollars, U.S. | \$11,456,886.00 | \$11,456,886.00 |

OPTION BMC Enterprise Software and Maintenance
FFP

The Army has the right to download, copy, install, use, or transfers an unlimited quantity of the licensed software (all products in Attachment A) for an unlimited number of users during the period of 4/01/2011 through 11/30/2011. This CLIN also provides for Software Maintenance on all existing Army licenses for the software products on Attachment A (whether or not acquired pursuant to this order) as well as for all software downloaded during this period. Maintenance to the Army will include 24x7 Telephone Support, updates, upgrades, new versions, new formats and a Dedicated Program Account Manager. Also, if the Army requires, BMC will host and support an Executive Summit and/or a BMC symposium. The Army retains rights to 100% of the licensed capacity prior to contract execution and is granted migration to the most current BMC software version and license model for those products listed in attachment A. The Army is considered 100% up to date on support and maintenance of the current versions available at the end of the period of performance of this CLIN. The Army is granted perpetual licenses in accordance with SIN 132-33 at a minimum of 10% of the new capacity deployed since the inception of the contract on the most current BMC software version and license model downloaded during this period.

Note: The Army expects, at a minimum, credit for recent Army orders that total \$3,973,586.00 off of the total contract value in Option Period 1.

FOB: Destination

NET AMT

\$11,456,886.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------------------|-----------------|-----------------|
| 0003 | | 1 | Dollars, U.S. | \$15,036,596.00 | \$15,036,596.00 |

OPTION BMC Enterprise Software and Maintenance
FFP

The Army has the right to download, copy, install, use, or transfer an unlimited quantity of the licensed software (all products in Attachment A) for an unlimited number of users during the period of 12/1/2011 through 10/31/2012. This CLIN also provides for Software Maintenance on all existing Army licenses for the software products on Attachment A (whether or not acquired pursuant to this order) as well as for all software downloaded during this period. Maintenance to the Army will include 24x7 Telephone Support, updates, upgrades, new versions, new formats and a Dedicated Technical Account Manager. Also, if the Army requires, BMC will host and support an Executive Summit and/or a BMC symposium. The Army retains rights to 100% of the licensed capacity prior to contract execution and is granted migration to the most current BMC software version and license model for those products listed in attachment A. The Army is considered 100% up to date on support and maintenance of the current versions available at the end of the period of performance of this CLIN. The Army is granted, at a minimum, perpetual licenses rights in accordance with SIN 132-33 of an additional 30% (40% total) of the new capacity deployed since the inception of the contract on the most current BMC software version and license model.

FOB: Destination

NET AMT

\$15,036,596.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------------------|-----------------|-----------------|
| 0004 | | 1 | Dollars, U.S. | \$15,036,596.00 | \$15,036,596.00 |

OPTION BMC Enterprise SW and Maintenance
FFP

The Army has the right to download, copy, install, use, or transfer an unlimited quantity of the licensed software (all products in Attachment A) for an unlimited number of users during the period of 11/1/2012 through 9/29/2013. This CLIN also provides for Software Maintenance on all existing Army licenses for the software products on Attachment A (whether or not acquired pursuant to this order) as well as for all software downloaded during this period. Maintenance to the Army will include 24x7 Telephone Support, updates, upgrades, new versions, new formats and a Dedicated Technical Account Manager. Also, if the Army requires, BMC will host and support an Executive Summit and/or a BMC symposium. The Army is granted perpetual licenses in accordance with SIN 132-33 of 100% of the new capacity deployed since the inception of the contract on the most current BMC software version and license model. The Army is considered 100% up to date on support and maintenance at the end of the period of performance of this CLIN.

FOB: Destination

| | |
|---------|-----------------|
| NET AMT | \$15,036,596.00 |
|---------|-----------------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------------------|----------------|----------------|
| 0005 | | 1 | Dollars, U.S. | \$6,310,598.00 | \$6,310,598.00 |

OPTION BMC Enterprise SW and Maintenance
FFP

Maintenance for BMC software obtained via CLINS 1-4 and during the period of 9/30/13- 9/29/2014. Software Maintenance is on all existing and acquired Army BMC software whether or not acquired pursuant to this order. Maintenance to the Army will include 24x7 Telephone Support, updates, upgrades, new versions, new formats and a Dedicated Technical Account Manager. Also, if the Army requires, BMC will host and support an Executive Summit and/or a BMC symposium.
FOB: Destination

| | |
|---------|----------------|
| NET AMT | \$6,310,598.00 |
|---------|----------------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------------------|----------------|----------------|
| 0006 | | 1 | Dollars, U.S. | \$6,310,598.00 | \$6,310,598.00 |
| OPTION | BMC Enterprise SW and Maintenance FFP Maintenance for the BMC software obtained via CLINS 1-4 and during the period of 9/30/14- 9/29/2015. Software Maintenance is on all existing and acquired Army BMC software whether or not acquired pursuant to this order. Maintenance to the Army will include 24x7 Telephone Support, updates, upgrades, new versions, new formats and a Dedicated Technical Account Manager. Also, if the Army requires, BMC will host and support an Executive Summit and/or a BMC symposium. FOB: Destination | | | | |
| NET AMT | | | | | \$6,310,598.00 |

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|--------|-------------|------------|-------------|------------|
| 0001 | Destination | Government | Destination | Government |
| 000101 | N/A | N/A | N/A | Government |
| 0002 | N/A | N/A | N/A | Government |
| 0003 | N/A | N/A | N/A | Government |
| 0004 | N/A | N/A | N/A | Government |
| 0005 | N/A | N/A | N/A | Government |
| 0006 | N/A | N/A | N/A | Government |

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|--------|-----------------------------------|----------|-------------------------|-----|
| 0001 | POP 30-SEP-2010 TO 28-FEB-2011 | N/A | N/A FOB: Destination | |
| 000101 | N/A | N/A | N/A | N/A |

| | | | |
|------|-----------------------------------|-----|-------------------------|
| 0002 | POP 01-MAR-2011 TO 30-NOV-2011 | N/A | N/A FOB: Destination |
| 0003 | POP 01-DEC-2011 TO 31-OCT-2012 | N/A | N/A FOB: Destination |
| 0004 | POP 01-NOV-2012 TO 29-SEP-2013 | N/A | N/A FOB: Destination |
| 0005 | POP 30-SEP-2013 TO 29-SEP-2014 | N/A | N/A FOB: Destination |
| 0006 | POP 30-SEP-2014 TO 29-SEP-2015 | N/A | N/A FOB: Destination |

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930AC5E627510SM2D60.0000025FAL6RPZZZMIPR0KESISF05710602S28043
 AMOUNT: \$3,553,001.00
 CIN 00000000000000000000000000000000: \$3,553,001.00

CLAUSES INCORPORATED BY REFERENCE

252.232-7003 Electronic Submission of Payment Requests and Receiving MAR 2008
 Reports

CLAUSES INCORPORATED BY FULL TEXT

ARMY ELECTRONIC INVOICING INSTRUCTIONS (FEB 2006)

Contractor shall submit payment request using the following method(s) as mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

_____ Wide Area Workflow (WAWF) (see instructions below)

___ Web Invoicing System (WInS)(<https://ecweb.dfas.mil>)

___ American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats
 (<http://www.X12.org> and <http://www.dfas.mil/ecedi>)

___ Other (please specify _____)
 DFAS POC and Phone: _____

WAWF is the preferred method to electronically process vendor requests for payment. This application allows DOD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. Contractors electing

to use WAWF shall (i) register to use WAWF at <https://wawf.eb.mil> and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at <http://www.ccr.gov> within ten (10) calendar days after award of this contract/order.

WAWF Instructions

Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) [Contracting Office fill in DFAS location here as indicated on your purchase order/contract] at [Contracting Office fill in DFAS vendor pay phone number here] or faxed to [Contracting Office fill in DFAS vendor pay fax phone number here]. Please have your purchase order/contract number ready when calling about payments.

You can easily access payment and receipt information using the DFAS web site at <https://myinvoice.csd.disa.mil>. Your purchase order/contract number or invoice number will be required to inquire about the status of your payment.

The following codes and information will be required to assure successful flow of WAWF documents.

TYPE OF DOCUMENT [Check the appropriate block]

- Commercial Item Financing
- Construction Invoice (Contractor Only)
- Invoice (Contractor Only)
- Invoice and Receiving Report (COMBO)
- Invoice as 2-in-1 (Services Only)
- Performance Based Payment (Government Only)
- Progress Payment (Government Only)
- Cost Voucher (Government Only)
- Receiving Report (Government Only)
- Receiving Report With Unique Identification (UID) Data (Government Only)

UID is a new globally unique "part identifier" containing data elements used to track DoD parts through their life cycle.

- Summary Cost Voucher (Government Only)

CAGE CODE: [Enter Contractor CAGE Code here]

ISSUE BY DODAAC: [Enter Contracting Office DoDAAC here]

ADMIN BY DODAAC: [Enter office administering contract here]

INSPECT BY DODAAC: [Enter Inspector's DoDAAC here if applicable]

ACCEPT BY DODAAC: [Enter Acceptor's DoDAAC here if applicable]

SHIP TO DODAAC: [Enter Ship To DoDAAC here if applicable]

LOCAL PROCESSING OFFICE DODDAC: [Enter LPO DoDAAC here if applicable]

PAYMENT OFFICE DoDAAC: [Enter DoDAAC]

EMAIL POINTS OF CONTACT LISTING: (Use Group e-mail accounts if applicable)

INSPECTOR: [Enter Inspector's email address here]

ACCEPTOR: [Enter Acceptor's email address here]

RECEIVING OFFICE POC: [Enter receiving office POC email address here]

CONTRACT ADMINISTRATOR: [Enter Contract Administrator's email address here]

CONTRACTING OFFICER: [Enter Contracting Officer's email address here]

ADDITIONAL CONTACT: [Enter email address(es) here]

For more information contact [Enter Contract Specialist's and/or Contracting Officer's name, email and phone here]