

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE	PAGE OF PAGES
				1	30
2. AMENDMENT/MODIFICATION NO. P00015		3. EFFECTIVE DATE 25-May-2005	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY ARMY CONTRACTING AGENCY-ITEC4 2461 EISENHOWER AVE ALEXANDRIA VA 22331-1700		CODE W91QUZ	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SYBASE INC JOHN GUGLIOTTA 6550 ROCK SPRING DR BETHESDA MD 20817-1111				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DAAB15-99-A-1003	
				X 10B. DATED (SEE ITEM 13) 11-Oct-2004	
CODE 0BRS8		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT 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.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 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 add DLA Fee Service language to the BPA. See Summary of Changes (attached).					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			RONALD L. HYDE / CONTRACTING OFFICER		
			TEL: 703-325-4625 EMAIL: Ronald.Hyde@itec4.army.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			BY <i>Ronald L. Hyde</i>		25-May-2005
			(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been added by full text:

DLA SALES

4.3.6 **DLA SALES**

The amount of ACT Fee due DLA shall be calculated at 1% of all DLA sales.

Remit ACT Fee to the address provided below by corporate or cashiers check made payable to "Treasurer of the United States". No transmittal letter is required with submission of DLA's fee checks. Checks must include the following information to ensure proper crediting of the payment:

BPA Number: DAAB15-99-A-1003

Send Check to the Following:

Defense Logistics Agency
DES Acquisition Staff Directorate
Attn: Connie House, DES-A
8725 John J. Kingman Road, Room 1145
Fort Belvoir, VA 22060-6220

Mail a copy of the check to:

Defense Logistics Agency
ATTN: Susan Lizzi, J-654
8725 John J. Kingman Road
Fort Belvoir, VA 22060-6221

Or email copy to:

susan.lizzi@dla.mil

The following have been modified:

BPA AGREEMENT

BLANKET PURCHASE AGREEMENT

"The U.S. Army Communications-Electronics Command Acquisition Center-Washington (CAC-W) hereby enters into a Blanket Purchase Agreement (BPA) on behalf of the Product Manager for Small Computer Program (PM-SCP) with the contractor Sybase Inc. (Sybase). The BPA is issued to provide the Department of Defense (DoD) database software licenses, software maintenance, support and consulting services in support of the Department of Defense's mission. Sybase will provide CLINS 1001-1148, 2001-2006, 3001-3003, and 4001-4005. This agreement is under the terms and conditions of the Sybase GSA Federal Supply Schedule Contract GS-35F-5212H respectively (hereafter referred to as "GSA Contract") and the following BPA terms and conditions

1. Products Available Under this BPA

The Software licenses, Software Maintenance and Consulting Services listed in Exhibit A (CLINs 1001-1148, 2001-2006, 3001-3003, and 4001-4005) comprise the most frequently ordered Sybase products being purchased as of the date of this BPA and are provided at the specific request of the

Government. The current GSA CLIN price for each product is provided in Exhibit A. The BPA price discount structure is provided at Paragraph 3.

Other Software Licenses and Software Maintenance included on the GSA Contract and not listed specifically in Exhibit A may be purchased at the BPA discount rates under CLIN 4001 entitled "Other Costs - GSA Contract".

Ordering Offices may order licenses from the DoD Enterprise License, CLIN 4002, by following the procedures in paragraph 27, herein.

Software purchased under this BPA shall include perpetual software licenses in accordance with Sybase's GSA Federal Supply Schedule Contract GS-35F-5212H.

2. Maintenance Definitions

The following definitions for Software Maintenance are extracted from paragraph 4 of the GSA Contract terms and conditions.

a. SupportNow Incident Plan: The Incident Plan is available for designated Sybase products, on a case-based need. The customer has access to Sybase Technical Support during a 10 hour business day (8:00 AM to 6:00 PM local time Eastern Timezone, excluding holidays). Response time for Priority 1 calls is up to 4 hours. Support can be purchased for any designated products in annual case packs of 10. Case packs expire one year from purchase or when all cases have been used, whichever occurs first. Customer purchase options include Update Subscription Program (USP) for enhancement and maintenance releases, after-hours support, and the Sybase Technical Library CD Series.

b. SupportNow Basic Plan: The Basic Plan is available for all Sybase products, and allows the customer to name two Sybase Technical Support contacts. The customer has access to Sybase Technical Support during a 10 hour business day (8:00 AM to 6:00 PM local time, excluding holidays). Response time for Priority 1 calls is up to 4 hours. The Basic plan provides, on an annual basis, technical assistance, and new enhancement and maintenance releases. The Basic plan includes Sybase Technical Library CD series. Customer purchase options include additional contacts and after-hours support.

c. SupportNow Extended Plan: The Extended plan is available for all Sybase products. The Extended plan includes all of the features of the Basic

plan, allows the customer four Sybase Technical Support contacts, and provides support 24 hours a day, 7 days a week. Response time for Priority 1 calls is up to 1 hour. If more support is required, the customer can purchase additional contacts as needed.

d. SupportNow Enterprise Plan: The Enterprise plan is available for all Sybase Products. The Enterprise plan also offers 24 hour by 7 day support. Response time for Priority 1 calls is up to 30 minutes. The Enterprise plan includes all of the features of the Extended plan, allows the customer six Sybase Technical Support contacts, with a more personalized level of service, faster response times, priority escalation handling, account management services to assist with planning customer support requirements, regular review meetings to evaluate cases and identify trends, and priority product maintenance. Additional contacts can be purchased as needed.

e. Update Subscription Program: The Update Subscription Program (USP) applies to Workplace products as noted in the Software Fee Schedule. One year annual subscription provides for enhancement and maintenance releases, if any, during the subscription service term. Telephone support must be purchased separately for these products, unless they are covered under SupportNow Basic, Extended or Enterprise Plans, which include both telephone support and updates.

3. Discount Structure

The price discount off the Sybase GSA Contract for all orders issued under this BPA will be according to the following table.

The price discounts are off of the net GSA price listed in Exhibit A and the GSA Contract.

Total GSA Dollars	Discount
Software Licenses	
\$0 - \$249,999	5%
\$250,000 - \$499,999	10%
\$500,000 - \$999,999	13%
\$1,000,000 - \$2,499,999	19%
\$2,500,000+	24%
Maintenance	
\$0 - \$24,999	2%
\$25,000 - \$49,999	12%
\$50,000 - \$99,999	22%
\$100,000 - \$249,999	32%
\$250,000+	42%

Above discounts will be in effect for the term of the BPA.

4. Enterprise License Agreement

As a condition to award of the BPA the Government will issue an order under the BPA simultaneously with the BPA award. The order shall be in the total

amount of six million, four hundred thousand dollars (\$6,400,000) for which the Government shall receive an Enterprise License which allows the Government to make and deploy an unlimited number of copies of Sybase Adaptive Server Enterprise RDBMS through 30 March 2000 for use by up to 30,000 authorized DOD users (seats or concurrent users) as set forth in Exhibit F and the GSA Contract. All licenses must be deployed prior to 30 March 2000. The one year warranty shall include all services provided in the SupportNow Extended Plan Maintenance Plan specified in the GSA Schedule and paragraph 2.c of this BPA and shall begin upon delivery of the Primary Copy to the Government enduser.

The Government has an option to extend the Enterprise License through 30 September 2000 for an unlimited number of servers and seats as set forth in the License Agreement For Department Of Defense Wide License Between Sybase, Inc. and CECOM Acquisition Center for Sybase Adaptive Server Enterprise RDBMS for an additional cost of five million, six hundred and seventy two thousand dollars (\$5,672,000). This option may be exercised by the Government at any time up to 30 September 2000.

5. Pricing.

The unit prices and rates for this BPA are based on the GSA rates provided at Exhibit A and the price discounts listed in Paragraph 3, above. The BPA Holder shall notify the Government within 10 business days of changes in the pricing structure of the GSA contract, at which time the BPA shall be modified to include the revised GSA prices, accordingly. The above discounts replace all of the Sybase GSA Schedule discounts.

6. Voluntary Price Reductions and Special Orders

Sybase can voluntarily reduce prices and labor rates at any time by giving 24-hour advance notice (via FAX or E-mail) to the BPA Contracting Officer and the PM-SCP. In addition, authorized BPA users may negotiate special discounts for specific orders with Sybase. These special discounts shall be negotiated under CLIN 4003, Special Solutions.

7. Prevailing Terms and Conditions

All orders placed against this BPA are subject to the terms and conditions of the GSA Contract. The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of the BPA and the GSA Contract, the provisions of the GSA Contract will take precedence.

8. Duration of BPA

The duration of this BPA shall be from the date of the BPA through 15 January 2008. Either party with ninety (90) days written notice may terminate the BPA; provided however, that such termination shall not effect the obligations of the Government and Sybase, Inc. under any then existing delivery order or lease agreement. The then existing delivery order or lease agreement shall continue in full force and effect as though the BPA had not been terminated.

9. Ordering Period

The ordering period for all items under this BPA is the same as the duration of the BPA set forth in paragraph 8, above.

10. Obligation of Funds

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized purchases actually made through orders issued under this BPA.

11. Authorized BPA Users

This BPA is entered into in order to support Department of Defense (DoD) components and DoD employees, including Reserve Components (Guard and Reserve), US Coast Guard when mobilized with, or attached to DoD, and Non Appropriated Funds Instrumentalities (NAFI). Also included are the Intelligence Communities, including all DoD Intel Information Systems (DoDIIS) member organizations. The CIA and/or other non-DoD Intel groups are specifically excluded, except that CIA and other non-DoD Intel personnel may use software obtained under the BPA when assigned to work on projects conducted by a DoD component.

Contractors performing work for the Department of Defense may use this BPA to purchase goods and services to be used in the direct performance of DoD component contracts if they provide Sybase with a bonafide "Right to Buy" letter of authorization from their cognizant contracting officer. The letter must be on appropriate Federal Government letterhead; it must authorize the contractor the use of this BPA; it must cite the specific contract under which work is being performed for the Federal Government; it must cite the inclusive dates during which the authorization is valid; and, it must be signed by the Contractor's cognizant Contracting Officer.

12. Delivery Tickets

Unless otherwise agreed to, a standard commercial delivery ticket or a DD Form 250 must accompany all deliveries under this BPA. As a minimum, the delivery tickets or sales slips must contain the following information:

- (a) Name of Contractor,
- (b) Contract Number,
- (c) BPA Number,
- (d) Model Number,
- (e) Purchase Order Number,
- (f) Date of Purchase,
- (g) Quantity, unit price, and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

13. Delivery

Deliveries shall be made to the locations specified in each order in accordance with the terms of the GSA Contract. All software shall be delivered in its default media type, which is CD-ROM for most products, unless other commercially available media type is specified in the order. An order for a large quantity of software licenses may be delivered with the serial number and keys for the multiple licenses on a single CD-ROM.

Shipments to APO addresses are prohibited unless specifically requested on the delivery order. Only the Army Product Manager Small Computer Program ("PM-SCP") can expedite orders.

14. Ordering.

Orders will be placed against this BPA in accordance with the GSA Contract and the PM-SCP ordering instructions located at "<http://pmscp.monmouth.army.mil>". To identify orders purchased via this Agreement, the BPA number shall appear on each order. The order shall also include identification of the ordering activity, point of contact phone number and electronic mail address and items purchased.

For Consulting Services orders, the following shall also be included:

- a. Description of Services
- b. Mutually Agreed Upon Statement of Work
- c. Period of Performance
- d. Place of Performance

Ordering under this BPA is decentralized. Currently, the media used for orders is hardcopy, and through the PM-SCP Marketplace. Each hardcopy order issued under this BPA shall be forwarded to PM, Small Computer Program (PM-SCP) Centralized Order Processing Office (COPO) for verification and validation. The PM, Small Computer Program (PM-SCP) Central Order Processing Office (COPO) address is as follows:

US Army CECOM Systems Management Center
Product Manager, Small Computer Program
Attn: AMSEL-DSA-SCP
Building 283 (Squier Hall)
Fort Monmouth, NJ 07703-5605

Voice: 1-888-232-4405 (toll-free)
Facsimile Number: 732-532-5185.

"The COPO will forward orders to be performed by Sybase for CLINS 1001-1148, 2001-2006, 3001-3003, and 4001-4005 to:

- Defense Contract Administration Office (1 copy) as specified on each order
- DFAS Payment Office (1 copy) as specified on each order.
- Sybase Inc.

6550 Rock Spring Drive
Suite 800
Bethesda, MD 20817
P.O.C.: John J. Gugliotta

Director Business Operations
Phone: 301-896-1661
Fax: 301-896-1604"

"The COPO will forward orders to be performed by Logicon for CLIN 5001 to:

- Defense Contract Administration Office (1 copy) as specified on each order
- DFAS Payment Office (1 copy) as specified on each order.
- Logicon Inc.
222 West 6th. Street
P.O. Box 471
San Pedro, California 90733-0471
Attn.: B.J. Bernstein
Phone: 310-831-0611 Ext. 2340.
Fax No. 310-514-1379"

The COPO will forward orders to be performed by Viador for CLIN 8001 to:

- Defense Contract Administration Office (1 copy) as specified on each order
- DFAS Payment Office (1 copy) as specified on each order.
- VIADOR c/o Sybase, Inc.
6550 Rock Spring Drive, Suite 800
Bethesda, MD. 20817
Attn.: John J. Gugliotta
Director Business Operations
Phone: 301-896-1661
Fax: 301-896-1604

The COPO will forward orders to be performed by Business Objects for CLIN 9001 to:

- Defense Contract Administration Office (1 copy) as specified on each order
- DFAS Payment Office (1 copy) as specified on each order.
- BUSINESS OBJECTS c/o Sybase, Inc.
6550 Rock Spring Drive, Suite 800
Bethesda, MD. 20817
Attn.: John J. Gugliotta
Director Business Operations
Phone: 301-896-1661
Fax: 301-896-1604

The ordering office in accordance with their local procedures shall make the remaining distribution(s).

The BPA Holder shall only accept "hardcopy" orders that have been processed through the PM-SCP COPO office.

Any request for a deviation from the terms of the BPA must be submitted in writing to the Contracting Officer at the following address:

US Army CECOM Acquisition Center-Washington
Attn: AMSEL-AC-WB-B (Room 1126)
2461 Eisenhower Ave
Alexandria, VA 22331-0700

15. Free on Board.

Domestic and overseas delivery of the supplies identified in Exhibit A shall be IAW FAR 52.247-34, "Free on Board (F.O.B.) Destination", and FAR 52.247-48, "F.O.B. Destination-Evidence of Shipment" which are incorporated by reference. The delivery destination shall be specified in each individual delivery order.

16. Fees and Payments.

1.1 GSA Industrial Funding Fee.

The unit prices include a markup to account for the GSA fee. The contractor shall be responsible for all required filings to GSA and for payment of this fee in accordance with applicable GSA instructions.

1.2 Acquisition, Contracting and Technical (ACT) Fee.

The cost of awarding and administering this BPA is included in the prices charged to ordering activities. The Acquisition, Contracting and Technical (ACT) fee is 2%. Remittance of the ACT fee shall be made on a calendar quarterly basis (i.e., January-March; April-June; July-September; and October-December) and is due thirty (30) days following the completion of the reporting period. Negative reports are required. Failure to provide appropriate ACT fees within the prescribed 30 days, the amount shall be considered a debt to the United States Government under the terms of FAR 32.6. The Government may exercise all its rights under the contract, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17), interest). Failure of the Contractor to pay the ACT Fee in a timely manner may result in termination of the BPA.

17. Fee Distribution.

The Air Force, Army, DISA and Navy are participating in an ACT fee-sharing program. The 2% ACT fee is split equally between the Service whose customer places the order and the Service that manages this BPA - the Army. Sybase, Inc. shall collect the 2% ACT fee and distribute in accordance with the following procedures. ACT fee sharing shall be determined by the End User Agency or Service appearing in Column 3 of the monthly Report of Sales. This field shall be notated Air Force, Army, DISA, Navy or DOD as appropriate.

ALL SALES - Check Submission and Letters of Confirmation Process:

The 2% ACT Fee is split equally between the DoD component whose customer places the order and the DoD component that manages the ESI agreement. In other words, any Air Force order against an ESI agreement managed by the Army results in 1%, or half, of the 2% fee being returned to the Air Force acquisition organization (listed under Air Force Sales). The Army will retain the entire 2% fee under orders issued for Army activities or those DoD activities that do not collect a fee under the ESI agreements

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managed by the Army. The Contractor is responsible for distributing the ACT fee to all applicable Services in accordance with the instructions herein. The amount of the ACT fee due the FMO shall be calculated at 1% for Navy sales, 1% for Air Force sales, 1% for DISA sales and 2% for all other sales.

Remit ACT Fee to the Financial Management Office (FMO) by corporate or cashier's check made payable to "Treasurer of the United States".

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

BPA#DAAB15-99-A-1003

DEAL-S - Database Enterprise Agreement Licenses - Sybase

ARMY SALES:

The amount of ACT Fee due APM ASCP shall be calculated at 2% of all Army sales.

Remit ACT Fee to APM ASCP by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA DAAB15-99-A-1003

SCP Fee Reimbursement

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

Send check and transmittal letter to:

PEO, Enterprise Information Systems
Assistant Project Manager, Army Small Computer Program
Attn: SFAE-PS-EI-SCP (Financial Support Group/Margaret Kirsch)
Fort Monmouth, NJ 07703-5605

E-mail a copy of the check and transmittal letter to:

AMSEL-dsa-scp-CR@mail1.monmouth.army.mil

The amount of ACT Fee due the Program Executive Office (PEO) Enterprise Information Systems (EIS) shall be calculated at 1% of all Army sales.

Remit ACT Fee to PEO EIS by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA#DAAB15-99-A-1003

DEAL-S - Database Enterprise Agreement Licenses - Sybase

SCP Fee Reimbursement

***Checks must be accompanied by a transmittal letter (sample enclosed) to ensure proper crediting of the payment.

Send check and transmittal letter to:

Program Executive Office (PEO) Enterprise Information Systems (EIS)
Assistant Program Manager (APM), Army Small Computer Program
Attn: SFAE-PS-EI-SCP (Attn: Margaret Kirsch)

DAAB15-99-A-1003

Building 283 (Squier Hall)
Fort Monmouth, NJ 07703-5605

Email a copy of the check and letter to: AMSEL-dsa-scp-
CR@mail1.monmouth.army.mil

NAVY Sales:

The amount of ACT fee due to the Navy shall be calculated at 1% of all Navy sales.

Remit ACT Fee to the Financial Management Office (FMO) by corporate or cashier's check made payable to "Treasurer of the United States". No transmittal letter is required with submission of Navy fee checks.

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

BPA#DAAB15-99-A-1003

DEAL-S - Database Enterprise Agreement Licenses - Sybase ACT Fee

If using overnight or express mail, send check to: If using regular mail, send check to:

SPAWAR Systems Center Charleston
Charleston

Attn: Elizabeth Vonasek
Norfolk Office
Code 645.2, Bldg. V53
9456 Fourth Avenue
Norfolk, VA 23511-2130

SPAWAR Systems Center

Attn: Elizabeth Vonasek
Norfolk Office
Code 645.2, Bldg V53
P.O. Box 1376
Norfolk, VA 23501-1376

E-mail a copy of the FMO checks to the SPM: Linda.greenwade@navy.mil

AIR FORCE SALES:

The amount of ACT Fee due DFAS Pensacola shall be calculated at 1% of all Air Force sales.

Remit ACT Fee to DFAS Pensacola by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA#DAAB15-99-A-1003

DEAL-S - Database Enterprise Agreement Licenses - Sybase
ESI-SW Fee Sharing

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

Send check and transmittal letter to:

FAX or mail a copy of the check and letter to:

DFAS/OPLOC/PE
Building 603-2, Code FDA-SSG
130West Avenue, Suite A

HQSSG/AQPP
Financial Management
501 East Moore Drive

DAAB15-99-A-1003

Pensacola, FL 32508-5120

MAFB-Gunter Annex, AL 36114-3004

FAX: (334) 416-5796

DISA SALES

The amount of ACT Fee due DFAS Indianapolis shall be calculated at 1% of all DISA sales.

Remit ACT Fee to DFAS Indianapolis by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA#DAAB15-99-A-1003

DEAL-S - Database Enterprise Agreement Licenses - Sybase
ESI-SW Fee Sharing

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

Send check and transmittal letter to:

DFAS/ADOFA/COIN Agency
8899E. 56th Street
Indianapolis, IN 46249-1500

Mail a copy of the check and transmittal letter to:

Or send via FAX or email to:
Defense Information Systems Agency
Attn: Dawn Lawson, Code COGB
5600 Columbia Pike
Falls Church, VA 22041-2717

FAX #: (703) 681-2782
Email: lawsond@ncr.disa.mil

DLA SALES

The amount of ACT Fee due DLA shall be calculated at 1% of all DLA sales.

Remit ACT Fee to the address provided below by corporate or cashiers check made payable to "Treasurer of the United States". No transmittal letter is required with submission of DLA's fee checks. Checks must include the following information to ensure proper crediting of the payment:

BPA Number: DAAB15-99-A-1003

Deal S -Database Enterprise Software Agreement – Qtrly Fee

Send Check to the Following:

Defense Logistics Agency
DES Acquisition Staff Directorate
Attn: Connie House, DES-A
8725 John J. Kingman Road, Room 1145
Fort Belvoir, VA 22060-6220

Mail a copy of the check to:

Defense Logistics Agency
ATTN: Susan Lizzi, J-654

Or email copy to:

susan.lizzi@dla.mil

DAAB15-99-A-1003

8725 John J. Kingman Road
Fort Belvoir, VA 22060-6221

LETTER OF TRANSMITTAL FOR ARMY FEE PAYMENTS

Date:

MEMORANDUM FOR Army Small Computer Program
PEO Enterprise Information Systems
Assistant Project Manager, Army Small Computer Program
SFAE-PS-EI-SCP (Attn: Margaret Kirsch)
Fort Monmouth, NJ 07703-5605

From: Sybase, Inc.
6550 Rock Spring Drive, Suite 800
Bethesda, MD 20817

SUBJECT: Collection of Checks for (Sybase, Inc./BPA Number DAAB15-99-A-1003
for FY04-05, etc.

1. Collection of the check will include the following:

- a. Please make check payable to United States Treasury
- b. Mail original check to address below:

PEO Enterprise Information Systems
Assistant Project Manager, Army Small Computer Program
SFAE-PS-EI-SCP (Attn: Margaret Kirsch)
Building 283 (Squier Hall)
Fort Monmouth, NJ 07703-5605

2. Direct questions to: Margie Kirsch
732.427.6613

3. Provide copies of this letter, check and delivery order report
electronically to:

AMSEL-dsa-scp-CR@mail1.monmouth.army.

LETTER OF TRANSMITTAL FOR AIR FORCE FEE PAYMENTS

Sybase, Inc.

MEMORANDUM FOR DFAS OPLOC/PE

130 West Ave., Suite A
Bldg 603-2, Code FDA-SSG
Pensacola, Florida 32508-5120

FROM: Sybase, Inc.
6550 Rock Spring Drive, Suite 800
Bethesda, MD 20817

SUBJECT: Collection of Surcharge Checks for ESI-SW Fee Sharing with Other
Services - FY 04

1. Line of accounting to collect this check into is: AA 97X4930.FF12 016
G2291 0 068142
3F 000000 913111 VESIG JON JAXF2Q0300

2. Direct questions to (Company POC, Phone Number).

(Signature)

1 Atch: Check #

Provide copies of this letter and the check to:

HQ SSG/ITP
501 East Moore Drive
MAFB-Gunter Annex, AL 36114-3014

LETTER OF TRANSMITTAL FOR DISA FEE PAYMENTS

MEMORANDUM FOR DFAS/ADOFA/COIN
8899 E. 56th Street
Indianapolis, IN 46249-1500

FROM: Sybase, Inc.
6550 Rock Spring Drive, Suite 800
Bethesda, MD 20817

SUBJECT: Collection of Checks for ESI SW Surcharge - FY 04

1. Line of accounting to collect this check into is:
AA 970100.4300 P449BMBC10 DC 2531 DDCMO43004 S12137
2. Direct questions to (Company POC, Phone Number).

(Signature)

1 Atch: Check #

Also provide a copy of the check and transmittal letter sent to DFAS,
Indianapolis to the following address.

Defense Information Systems Agency
ATTN: Dawn Lawson, Code COGB
5600 Columbia Pike, Suite 900
Falls Church, VA 22041-2717

Postal mail, fax or e-mail is an acceptable means for forwarding the DISA ESI
PMO copy.

Fax number is: (703) 681-2782
E-mail address is: lawsond@ncr.disa.mil

18. Payment

Payment shall be made for items accepted by the Government specified in each delivery order. Payment procedures from the PM-SCP COPO to the BPA holder are in accordance with the GSA Contract. The payment office shall be identified on each delivery order issued against the BPA. The Government will make payment in accordance with Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular, A-125, Prompt Payment. FAR 52.232-25, Prompt Payment (June 1998) applies. At the option of the Government payments under this BPA may be made by check, electronic funds transfer, or the automated clearinghouse.

19. Invoices

The requirements of a proper invoice are as specified in the GSA Contract. Invoices shall be submitted to the payment address specified on each delivery order issued against this BPA and shall be accompanied by a copy of the delivery ticket for that order.

20. Fast Payment Procedure

FAR 52.213-1, Fast Payment Procedure (Aug 1988), is hereby incorporated into this agreement.

21. Reporting

Sybase shall provide the following reports to PM-SCP on a monthly basis:

a. Government Wide Commercial Credit Card Activity - Sybase shall provide monthly BPA shipment/order activity to the Army for inclusion in its Order Tracking Database. The specific, electronic order record structure to be provided to PM-SCP via FTP or Email is provided at Exhibit B. Submission is required within 5 calendar days of the next month.

b. Monthly Status Report - Sybase shall provide a monthly status report (within 5 calendar days of month-end) on the status of orders which shall include, as a minimum, the number of orders received, the number of deliveries made, delivery schedules, days-to-deliver, and backlogs. Recommended format/layout is at Exhibit C. The report shall be provided to PM-SCP.

c. Monthly Order Activity. The BPA Holder shall provide monthly BPA shipment/order activity to PM-SCP for inclusion in Order Tracking Database. Monthly submissions shall be non-cumulative, that month's activity only. The specific electronic order record structure to be sent to the PM-SCP office via FTP or Email for the monthly submission is at Exhibit D. Submission is required within 5 calendar days of the next month.

d. Army Fee for Service Reconciliation Report. The BPA Holder shall deliver the Army Fee for Service Reconciliation Report by the fifth Government workday after the end of each month. The Army Fee for Service Reconciliation Report shall cover the same time period as the Monthly Status Report. The recommended format and

required data elements for the Army Fee for Service Reconciliation Report due to PM-SCP for FFS is at Exhibit E.

22. Year 2000 Warranty

The provisions of the GSA Contract shall apply.

23. RESERVED

24. PM-SCP Program Status Review ("PSR")

BPA Holder will attend the PM-SCP PSR twice a year during the existence of this BPA.

25. Sybase Program Manager

Sybase will have a Program Manager ("Sybase PM") assigned to manage this BPA. The Sybase PM will be the single point of contact for administering this BPA, to include order acceptance, order status, reporting (as identified in paragraph 21), and other BPA related issues.

26. DoD Email-IT Corridor

As the scope of the DoD Email-IT Corridor becomes finalized, Sybase will work with the Government to participate in this Government electronic ordering program as is mutually agreeable.

27. Enterprise License Ordering Instructions. The unit prices set forth in SLINS 4002AA-4002AF includes one license for selected platform for Sybase Adaptive Server Enterprise RDBMS and one year of warranty (equal to SupportNow Extended Plan Maintenance Plan) starting on the day of delivery of primary copy to enduser. These unit prices include a fee for repayment of the Working Capital Fund (WCF) of 2.5% and the PM-SCP fee of 1% (set forth in Paragraph 16 of the BPA). The listed unit prices are available for products ordered prior to 31 March 2000.

Orders under the Enterprise Agreement (CLIN 4002) shall be made using Military Interdepartmental Purchase Request (MIPR) and directed to PM-SCP in accordance with Paragraph 14 of the BPA. The MIPR shall include the following information:

- a. BPA Number;
- b. Name of POC, telephone number and email address;
- c. Quantity ordered of CLIN 4002 detailed as follows:
CLIN 4002XX @ \$ unit price x quantity ordered
- d. Shipping Address (commercial for the disks); and
- e. Agency/Activity/MACOM.

No credit card orders will be accepted for CLIN 4002."

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE
U.S. ARMY CECOM ACQUISITION CENTER**

In the spirit of the National Performance Review, the U.S. ARMY CECOM ACQUISITION CENTER and Sybase enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract number GS-35F-5212H ("GSA Contract").

Federal Supply Schedule contract BPA's eliminate contracting and open market costs such as: search for sources, development of technical documents, solicitations, and evaluation of bids and offers.

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

Exhibit A
BPA Products

SEE ATTACHMENT

EXHIBIT B**MINIMUM REQUIRED FIELDS FOR CREDIT CARD ORDERS****(File needs to be in a Microsoft Excel format)**

File Layout Definition. Each **row** of the spreadsheet contains information on a specific credit card transaction. Below are the required spreadsheet **columns**. There should be no extra spaces and no commas in the file. All characters are required to be in capital letters.

<u>COLUMN NAME</u>	<u>DESCRIPTION OF COLUMN</u>
contract_number	BPA number that the equipment is being ordered from. (Full BPA number, up to 16 digits and includes dashes)
credit_card_number	Credit Card number (16 Digits. NO DASHES)
delivery_order_number	Has to be unique to the BPA number. Must start with the letter "A" and be numbered sequentially with a maximum field length of 21 characters .
date	Date of transaction. (format: dd-mm-yyyy)
purchaser	Name of the credit card holder (Last Name; First Name – NO Commas up to 35 Characters (use a space to separate the last name from the first name)
phone_number	Phone number of purchaser (format: 999-999-9999)
address_line_1	First line of the Ship-to address (Alphanumeric - up to 35 Characters (no commas))
address_line_2	Second line of the Ship-to address (Alphanumeric - up to 35 Characters (no commas))

<u>COLUMN NAME</u>	<u>DESCRIPTION OF COLUMN</u>
address_line_3	Third line of the Ship-to address (Alphanumeric - up to 35 Characters (no commas))
city	City (Alphanumeric - up to 15 Characters (no commas))
State	Post Office 2 Character Abbreviation (2 characters)
zip_code	First five (5) digits of the Zip Code (5 digits)
zip_code_extension	The four digit extension for the Zip Code (4 digits)
CLIN_number	CLIN number being ordered (Maximum of 6 alphanumeric characters)
CLIN_quantity	CLIN quantity being ordered (up to 6 digits, whole numbers)
extended_dollar_amount	Extended dollar amount (CLIN_quantity * unit price) (Maximum of 12 digits - 10 places to the left of the decimal point and two to the right of the decimal point. No formatting such as dollar signs or commas)
grand_total	Total dollar amount of the whole transaction (Maximum of 12 digits - 10 places to the left of the decimal point and two to the right of the decimal point. No formatting such as dollar signs or commas)
macom	Major DOD Command identifier. Government provides helpful listing to assist if user cannot identify. (Maximum of 10 characters)
del_method	Method of Delivery – Electronic(Web), Email, or CD-ROM

**EXHIBIT C
MONTHLY STATUS REPORT
CLINS ORDERED**

CURRENT MONTH					BPA-TO-DATE			
<u>CLIN</u>	<u>QTY-ORD</u>	<u>\$-RCD</u>	<u>QTY-SHP</u>	<u>\$-SHP</u>	<u>QTY-ORD</u>	<u>\$-RCD</u>	<u>QTY-SHP</u>	<u>\$-SHP</u>
0001AA	565	5,650	20	200	1,000	10,000	400	4,000

0002AA.....

Grand Totals in this section shall reflect \$-amount columns only.

ORDER DELIVERY

<u>DO#</u>	<u>TRACKING#</u>	<u>DT-RCD</u>	<u>DT-ACC</u>	<u>DT-REJ</u>	<u>DTMR</u>	<u>DMRD</u>	<u>RDD</u>	<u>PSD</u>	<u>ADD</u>
BG01	AR-0001	6/14/96	6/16/96	-	-	-	7/14/96	-	7/15/96
BG02	AR-0002	6/14/96	-	6/15/96	6/15/96	-	7/14/96	-	-

Sort Sequence: DT-RCD, then DO#.

Legend: DO# = Delivery Order#; Tracking# = Agency/Vendor provided number; DT-RCD = Date Received; DT-ACC = Date Accepted; DT-REJ = Date Rejected; DTMR = Date Mod Requested; DMRD = Date mod received; RDD = Required delivery date; PSD = Projected ship date; ADD = Actual delivery date.

EXHIBIT D
MONTHLY ORDER ACTIVITY
RECORD LAYOUT

<u>FIELD DESCRIPTION</u>	<u>FIELD LAYOUT</u>
Deliver Order Number	4 POS A/N
Date Order Received	YYYY-MM-DD
Date Order Rejected	YYYY-MM-DD
Date Order Accepted	YYYY-MM-DD
Projected Ship Date	YYYY-MM-DD
Actual Ship Date	YYYY-MM-DD
Projected Delivery Date	YYYY-MM-DD
Actual Delivery Date	YYYY-MM-DD
Projected Service Comp Date	YYYY-MM-DD
Actual Service Completion Date	YYYY-MM-DD
Customer Acceptance Date-Services	YYYY-MM-DD

**EXHIBIT E
ARMY PM-SCP FFS RECONCILIATION REPORT**

REPORT NUMBER: XXXXXX

ARMY PM-SCP FFS RECONCILIATION REPORT
REPORT PERIOD DD/MON/YYYY THROUGH DD/MON/YYYY
VENDOR: ABC COMPANY

COPO	DELIVERY	DATE	TOTAL	AMOUNT	DFAS CHECK
BALANCE 1% REMIT.	ORDER MOD	ORDER	DOLLAR	PAID TO	NUMBER OR
TRACKING CONTRACT	ORDER	SENT TO	AMOUNT	VENDOR	EFT ID
TO FEE DUE TRANSACTION	NUMBER	VENDOR	OF ORDER		VENDOR
NUMBER NUMBER NUMBER	NUMBER				
THIS PERIOD TYPE					
1003	DAAB15-99-A-1002 BG01	23-JUN-1999	40,234.56	40,234.56	0
398.36	CC				
1004	DAAB15-99-A-1002 BG02	24-JUN-1999	50,000.00	25,000.00	
25,000.00	247.52 EL				
1005	DAAB15-99-A-1002 BG03	25-JUN-1999	10,000.00	10,000.00	0
99.01	PA				

- NOTE: REPORT BREAKS BY SPECIFIC CONTRACT/BPA WHEN VENDOR HOLDS MORE THAN 1 CONTRACT/BPA
1. INPUT REQUIRED IS DUE TO PM-SCP BY THE 5TH GOVERNMENT WORK DAY AFTER THE END OF EACH MONTH. INPUT SHOULD BE PROVIDED IN AN EXCEL SPREADSHEET (ASCII FORMAT). THE INPUT REPORTED IS FOR THAT REPORTING PERIOD ACTIVITY ONLY (NOT CUMULATIVE LISTING). IF NO PAYMENTS WERE RECEIVED DURING THE PREVIOUS MONTH, A NEGATIVE REPORT IS REQUIRED.
 2. SPECIAL NOTE TO VENDOR(S): ALL "NON-ARMY (EXCLUDES ORDERS SENT TO THE VENDOR FROM THE ARMY PM-SCP COPO) ORDERS PLACED WITH A VENDOR MUST BE REPORTED BY THE VENDOR VIA THE "CREDIT CARD/OTHER ORDER SOURCE" ACTIVITY INPUT EACH WEEK. THESE ARE CREDIT CARD, ELECTRONIC ORDER, OR PAPER ORDERS RECEIVED DIRECTLY BY THE VENDOR NOT HAVING PREVIOUSLY PASSED THROUGH PM-SCP ORDER ADMINISTRATION. THIS REPORTING WILL PROVIDE THE COMPARISON INPUT FOR SCP's NON-ARMY ORDER FFS RECONCILIATION PROCESS.

3. DATA FIELDS (ELECTRONIC INPUT): SEPARATE FILE FOR EACH CONTRACT/BPA. EACH ROW OF THE SPREADSHEET CONTAINS INFORMATION ON A SPECIFIC DELIVERY ORDER TRANSACTION. BELOW ARE THE REQUIRED SPREADSHEET COLUMNS. THERE SHOULD BE NO EXTRA SPACES AND NO COMMAS IN THE FILE. ALL CHARACTERS ARE REQUIRED TO BE IN CAPITAL LETTERS. NO FORMATTING SUCH AS DOLLAR SIGNS OR COMMAS FOR DOLLAR VALUES.

<u>COLUMN NAME</u>	<u>COLUMN FORMAT</u>	<u>COMMENTS</u>
* Report Number	alphanumeric – up to 6 characters	Vendor Sequential #
* Report Pd. – Start	DD-MON-YYYY	Date includes dashes
* Report Pd. – End	DD-MON-YYYY	Date includes dashes
* Vendor Name	alpha	
* COPO Track#	numeric – up to 38 numbers	Army COPO only
* Contract #	alphanumeric – up to 21 characters	
* D.O. #	alphanumeric – up to 21 characters	No dashes allowed (PA orders only)
* MOD #	alphanumeric – up to 6 characters	If there is no MOD to the D.O., leave blank
* Date Order Sent	DD-MON-YYYY	COPO - Stamp/CC or EL - Date Ordered (date includes dashes)
* Total \$ - Order	Maximum of 12 digits – 10 places to the left of the decimal point and two to the right of the decimal point. No formatting such as dollar signs or commas.	Dollar Value
* Amt. Paid to Vndr.	Maximum of 12 digits – 10 places to the left of the decimal point and two to the right of the decimal point. No formatting such as dollar signs or commas.	DFAS/Other

- | | | |
|---|---|----------------------|
| * Amt. Due to Vndr. | Maximum of 12 digits –
10 places to the left of the
decimal point and two to
the right of the decimal
point. No formatting such
as dollar signs or commas. | Balance Due on Order |
| * 1% Remittance Due | Maximum of 12 digits –
10 places to the left of the
decimal point and two to
the right of the decimal
point. No formatting such
as dollar signs or commas. | Amt due to SCP |
| * Transaction Type
(CC: Credit Card; EL: Other Electronic Order; PA: Paper/Hardcopy) | 2 characters | CC or EL or PA |

EXHIBIT F
ENTERPRISE LICENSE

EXHIBIT G

FEE FOR SERVICE

TRANSMITTAL FOR ARMY FEE PAYMENTS

MEMORANDUM FOR Army Small Computer Program
PEO Enterprise Information Systems
Assistant Project Manager, Army Small Computer Program
SFAE-PS-EI-SCP (Margaret Kirsch)
Squier Hall, Bldg. 283
Fort Monmouth, NJ 07703-5605

FROM: Sybase, Inc.
6550 Rock Spring Drive, Suite 800
Bethesda, MD 20817

SUBJECT: Collection of ACT Fee Checks for Contract number
DAAB15-99-A-1003, FY____ QTR

1. Line of Accounting to collect this ACT Fee into is:

AA 97X4930 AFAC 015 OSX16 068142 3F 000000 923111 UIC: GTS100 JON:ZGT0011
REF: 923111*AQ418

2. Direct questions to (Company POC, Phone Number).

1 Att. Check#
(Signature)

3. The section on Fee-For-Service Remittance Instructions should read as follows:

Fee-For-Service Remittance Instructions.

The percent FFS due to ASCP shall be paid by check made payable to
"Treasurer of the United States", and mailed to the following address:

PEO, Enterprise Information Systems
Assistant Project Manager, Army Small Computer Program
Attn: SFAE-PS-EI-SCP (Financial Support Group/Margaret Kirsch)
Fort Monmouth, NJ 07703-5605

In order to ensure that the payment is credited properly, the check shall be identified as "ASCP Fee Reimbursement", and have the contract number on it. In addition, accompanying the check should be a memorandum, sample provided below:

David Bahary
Product Leader

PEO EIS APM

ATTN: SFAE-PS-EI-SCP

U.S. Army Small Computer Program

Comm (732) 532-7123, DSN 992-7123

ARMY INFORMATION TECHNOLOGY CONFERENCE is scheduled for 7 - 9 June 2005 at
the Riviera Hot

Visit us at [HTTPS://as](https://as)

EXHIBIT F
ENTERPRISE LICENSE

(End of Summary of Changes)