# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 of 33 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO.(If applicable) |
|---|---|---|---|
| | 08-Jan-2008 | | |

| 6. ISSUED BY | CODE | 7. ADMINISTERED BY (If other than item 6) | CODE |
|---|---|---|---|
| ARMY CONTRACTING AGENCY-ITEC4<br>2461 EISENHOWER AVE<br>ALEXANDRIA VA 22331-1700 | W91QUZ | See Item 6 | |

| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) | | 9A. AMENDMENT OF SOLICITATION NO. |
|---|---|---|
| SYBASE INC<br>JOHN GUGLIOTTA<br>6550 ROCK SPRING DR<br>BETHESDA MD 20817-1111 | | 9B. DATED (SEE ITEM 11) |
| | X | 10A. MOD. OF CONTRACT/ORDER NO.<br>DAAB15-99-A-1003 |
| CODE 0BRS8 FACILITY CODE | X | 10B. DATED (SEE ITEM 13)<br>29-Sep-1999 |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended

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.

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.

☐ 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).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 43.103(a) Mutual Agreement of the Parties.

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: vmills08703

a. The purpose of this modification is as follows:

1. To extend the period of performance of the above cited BPA from 15 January 2008 to 15 April 2008 at no additional cost to the government;

2. To incorporate FAR and DFAR Clauses and Local Clause "Army Electronic Invoicing" into subject contract;

3. To change the e-mail address for FFS transmittals to the Army has been changed from: AMSEL-dsa-scp-CR@mail1.monmouth.army.mil to MONMEISASCPVndrRpts@conus.army.mil, as indicated on the attached Summary of Changes.

b. All other terms and conditions remain unchanged.

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) |
|---|---|
| John J. Gugliotta<br>Director Business Operations | Ronald L. Hyde<br>TEL: 703 325-4625 EMAIL: Ron.Hyde@conus.army.mil |

| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
|---|---|---|---|
| John J. Gugliotta<br>(Signature of person authorized to sign) | 9 JAN. 2008 | BY Ronald L. Hyde<br>(Signature of Contracting Officer) | 11 Jan 08 |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| P00020 | 08-Jan-2008 | | |

| 6. ISSUED BY | CODE | 7. ADMINISTERED BY (If other than item 6) | CODE |
|---|---|---|---|
| ARMY CONTRACTING AGENCY-ITEC4<br>2461 EISENHOWER AVE<br>ALEXANDRIA VA 22331-1700 | W91QUZ | See Item 6 | |

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| | | 9B. DATED (SEE ITEM 11) |
| | X | 10A. MOD. OF CONTRACT/ORDER NO.<br>DAAB15-99-A-1003 |
| CODE 0BRS8 FACILITY CODE | X | 10B. DATED (SEE ITEM 13)<br>29-Sep-1999 |

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X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 43.103(a) Mutual Agreement of the Parties.

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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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)<br>RONALD L HYDE / CONTRACTING OFFICER<br>TEL: 703-325-4625 EMAIL: Ron.Hyde@conus.army.mil | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR<br>(Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY Ronald L. Hyde<br>(Signature of Contracting Officer) | 16C. DATE SIGNED<br>11-Jan-2008 |

DAAB15-99-A-1003

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

The Period of Performance End Date has changed from 15-Jan-2008 to 15-Apr-2008.

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

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 tme 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 April 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 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:
MONMEISASCPVndrRpts@conus.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)
Building 283 (Squier Hall)
Fort Monmouth, NJ 07703-5605

Email a copy of the check and letter to:
MONMEISASCPVndrRpts@conus.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:
SPAWAR Systems Center Charleston
Charleston
Attn: Elizabeth Vonasek
Norfolk Office
Code 645.2, Bldg. V53
9456 Fourth Avenue
Norfolk,VA 23511-2130

If using regular mail, send check to:
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:
DFAS/OPLOC/PE
Building 603-2, Code FDA-SSG
130West Avenue, Suite A
Pensacola, FL 32508-5120

FAX or mail a copy of the check and letter to:
HQSSG/AQPP
Financial Management
501 East Moore Drive
MAFB-Gunter Annex, AL 36114-3004

FAX: (334) 416-5796

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

Or email copy to:

susan.lizzi@dla.mil

**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:

MONMEISASCPVndrRpts@conus.army.mil

**[FOR AF]**
**(COMPANY NAME)**

**(Date)**

MEMORANDUM FOR DEFENSE FINANCE and ACCOUNTING SERVICE
DFAS-DE/ATDT/DEDE
(Attn: Mr. Daniel Medina)
6760 East Irvington Place
Denver Colorado 80279

FROM: **(Company Name)**
**(Street Address)**
**(City, State and Zip Code)**

SUBJECT: Collection of Checks for ESI SW – FY06 (CPEA00) For **BPA Number** _____

1. This transmittal letter is to be used in lieu of a cash collection voucher (DD Form 1131).

2. Line of accounting to collect this check into is as follows:
5763400 306 47AZ 4KABE0 04 592RR 72806F 16 667100
FSR:001002 PSR: 076202 DSR: 075608
MORD: F2XTKK5287M006

3. Direct questions to **(Company POC, Phone Number).**

1 Atch: **Check #-------**

Note: Also provide a copy of the check and transmittal letter sent to DFAS, Denver to the following address:

HQ 754 ELSG/KABS
Bldg 892
490 East Moore Drive
MAFB-Gunter Annex, AL 36114-3014

Mail, fax, or email is an acceptable means for forwarding copies to HQ 754 ELSG/KABS. Fax number is: (334) 416-7795 or (334) 416-1351.
Email address is: kabfinance@gunter.af.mil Subject Line Format of e-mail should be:

PIIN with hyphens, CCR Month Year, Program Name, and Contractor Name

Example: FA8771-05-A-0301, CCR June 2006, ESI, immixTechnlolgy, Inc.

Notes: CCR stands for Customer Check Report. This denotes the month of the report.

## 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.

e. Accounting for Contractor Support Reporting for Army Service Requirements under this BPA

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://contractormanpower.army.pentagon.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including subcontractors); (6) Estimated direct labor dollars paid this reporting period (including subcontractors); (7) Total payments (including subcontractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each subcontractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information; (11) Locations where contractor and subcontractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and subcontractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website.

**22. Year 2000 Warranty**

The provisions of the GSA Contract shall apply.

**23. Additional Clauses.** Orders issued against this BPA are subject to the clauses included in the underlying GSA Schedule and the additional DFARS clauses listed below that are incorporated by reference in this BPA. Ordering Offices should consider the requirements of DFARS and the FAR supplement of the end user component, as it applies to commercial item acquisition and use of GSA schedules, in determining what additional clauses may be required for incorporation in the delivery order issued by the Ordering Office.

The following FAR/DFARS clauses and provisions are hereby incorporated by reference with the same force and effect as if it was given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.acq.osd.mil/dpap/dars/dfars/index.htm
http://acquisition.gov/comp/far/index.html
http://farsite.hill.af.mil/

252.204-7000 Disclosure of Information (DEC 1991)

252.204-7004 Alternate A (Nov 2003) - substitute paragraph (a) of this clause for paragraph (a) of the clause at FAR 52.204-7 -Central Contractor Registration (OCT 2003)

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

252.232-7009 Mandatory Payment by Government wide Commercial Purchase Card (JUL 2000)

252.232-7010 Levies on Contract Payments (SEPT 2005)

252.246-7000 Material Inspection and Receiving Report (MAR 2003)

252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (NOV 2006)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause, which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

| | | |
|---|---|---|
| x | 52.203-3 | Gratuities (APR 1984) (10 U.S.C. 2207) |

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses, which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

| | | |
|---|---|---|
| x | 252.205-7000 | Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416). |
| x | 252.219-7003 | Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637). |
| x | 252.219-7004 | Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note). |
| x | 252.225-7001 | Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582). |
| x | 252.225-7012 | Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a). |
| x | 252.225-7014 | Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a). |
| x | 252.225-7015 | Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 |

U.S.C. 2533a).

| | | |
|---|---|---|
| _x_ | 252.225-7016 | Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts). |
| _x_ | 252.225-7021 | Trade Agreements (NOV 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note). |
| _x_ | 252.225-7027 | Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779). |
| _x_ | 252.225-7028 | Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755). |
| _x_ | 252.225-7036 | Buy American Act--Free Trade Agreements--Balance of Payments Program (OCT 2006) (___ Alternate I) (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note). |
| _x_ | 252.225-7038 | Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)). |
| _x_ | 252.226-7001 | Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts). |
| _x_ | 252.227-7015 | Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320). |
| _x_ | 252.227-7037 | Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321). |
| _x_ | 252.232-7003 | Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227). |
| _x_ | 252.237-7019 | Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375). |
| _x_ | 252.243-7002 | Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410). |
| _x_ | 252.247-7023 | Transportation of Supplies by Sea (MAY 2002) (___ Alternate I) (MAR 2000) (____Alternate II) (MAR 2000) (X Alternate III) (MAY 2002) (10 U.S.C. 2631). |
| _x_ | 252.247-7024 | Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631). |

## 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 Emall-IT Corridor

As the scope of the DoD Emall-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.

| COLUMN NAME | DESCRIPTION OF COLUMN |
|---|---|
| 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)) |

| COLUMN NAME | DESCRIPTION OF COLUMN |
|---|---|
| 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 | | | |
|---|---|---|---|---|---|---|---|---|
| CLIN | QTY-ORD | $-RCD | QTY-SHP | $-SHP | QTY-ORD | $-RCD | QTY-SHP | $-SHP |
| 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

| DO# | TRACKING# | DT-RCD | DT-ACC | DT-REJ | DTMR | DMRD | RDD | PSD | ADD |
|---|---|---|---|---|---|---|---|---|---|
| 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

| FIELD DESCRIPTION | FIELD LAYOUT |
|---|---|
| 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 TRACKING NUMBER | CONTRACT NUMBER | DELIVERY ORDER NUMBER | MOD NUMBER | DATE ORDER SENT TO VENDOR | TOTAL DOLLAR AMOUNT OF ORDER | AMOUNT PAID TO VENDOR | DFAS CHECK NUMBER OR EFT ID | DUE VENDOR |
|---|---|---|---|---|---|---|---|---|
| 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 | | | | | | | |

| BALANCE 1% REMIT. TO FEE DUE THIS PERIOD | TRANSACTION TYPE |
|---|---|

- 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.

| | COLUMN NAME | COLUMN FORMAT | COMMENTS |
|---|---|---|---|
| * | 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<br>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 0SX16 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

# EXHIBIT F
# ENTERPRISE LICENSE

SECTION I - CONTRACT CLAUSES

The following have been added by full text:

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2007)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at https://wawf.eb.mil.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at https://ecweb.dfas.mil.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at http://www.X12.org.

(ii) EDI implementation guides are available on the Internet at http:// www.dod.mil/dfas/contractorpay/electroniccommerce.html.

(4) Another electronic form authorized by the Contracting Officer.

(c) The Contractor may submit a payment request in non-electronic form only when--

(1) DoD is unable to receive a payment request in electronic form; or

(2) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

ARMY ELECTRONIC INVOICING INSTRUCTIONS (FEB 2006)

**(NOTE: WIDE AREA WORKFLOW REQUIREMENTS FOR INDIVIDUAL BPA CALLS WILL BE PLACED IN ACCORDANCE WITH ACTIVITIES REQUIREMENTS)**

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 http://www.dfas.mil/money/vendor. 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]

(End of Summary of Changes)