

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 21
2. AMENDMENT/MODIFICATION NO. P00003	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) IMMIXTECHNOLOGY, INC. TARA FRANZONELLO 8444 WESTPARK DRIVE, SUITE 200 MCLEAN VA 22102-3502		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. DABL01-03-A-1006		
		X 10B. DATED (SEE ITEM 13) 14-Feb-2005		
CODE 1KHG0	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. 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.				
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 (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Ronald L. Hyde</i> (Signature of Contracting Officer)	16C. DATE SIGNED 25-May-2005	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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**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: DABL01-03-A-1006

DoD 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

The following have been modified:

DOD SOFTWARE ENTERPRISE AGREEM**Blanket Purchase Agreement
DoD Enterprise Software Agreement (ESA)**

In the spirit of the National Performance Review, The Army Contracting Agency – Information Technology, E-Commerce and Commercial Contracting Center (ITEC 4) on behalf of DoD, and immixTechnology, Inc. hereby 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.

Federal Supply Schedule (FSS) Contract Blanket Purchase Agreements (BPA) reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations, and the 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 schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

The Enterprise Software Initiative (ESI) is a joint DoD project to develop and implement a DoD enterprise process. This BPA is issued in the spirit of the policy and guidelines provided in the Defense Federal Acquisition Regulation Supplement (DFARS) Section 208.74.

Exhibits to this agreement are:

- a. Order Transaction Report
- b. Vendor Status Report
- c. Fee For Service Report
- d. Rational Part Number Conversion Table

A. TERMS AND CONDITIONS

1. Pursuant to GSA FSS Contract Number GS-35F-0330J, immixTechnology, Inc. agrees to the following terms of a BPA with (ITEC4). All orders placed against this BPA are subject to the terms and conditions of the FSS Contract.

2. Products Available Under this BPA

Rational Products, Maintenance, Training and Services on the immixTechnology GSA FSS Contract Number GS-35F-0330J are available under this BPA.

3. Maintenance Definition

Annual Maintenance is provided pursuant to the Terms and Conditions of the GSA FSS Contract Number GS-35F-0330J. Silver and Gold Support are summarized below.

SILVER SUPPORT INCLUDES:

- a. Technical Support Assistance via the telephone, electronic mail, or facsimile available Monday through Friday.
- b. Access to Rational's customer only web page where you can obtain product code patches and other relevant product specific technical information: <http://www.rational.com/sitewide/support/index.jttml>
- c. Access to all product specific electronic discussion groups sponsored by Rational Software Corporation and our customers: <http://www.rational.com/sitewide/support/newsgroup/index.jttml>
- d. Validated product updates made available to you as they are released for a given product. Updates include corrections, modifications or additions of or to the Product. Updates may include upgrades and/or enhancements.
- e. Access to Customer Support knowledge base via <http://www.rational.com>

Time Zone	Hours	Telephone	Email
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Eastern/ Pacific	8am – 6pm	800-433-5444 or 408-863-4000	support@rational.com
Central European	9am-5:30pm	+ 31-23-569-4310	support@europe.rational.com
Eastern Australia	8am – 6pm	+61-2-9419-0111	support@apac.rational.com

GOLD SUPPORT INCLUDES:

Gold support program includes, all services offered under the Silver Support program, plus:

Unlimited Technical Support Assistance via telephone, electronic mail or facsimile available Monday through Friday, excluding the applicable Rational country holidays.

TIME ZONE	HOURS	TELEPHONE	E-MAIL
North American (ET)	8am – 9pm*	877-578-9569	support@rational.com
Central European	8am-9pm	+ 31-20-4546-450	support@europe.rational.com
Eastern Australia	8am – 9pm	+ 61-2-9419-0111	support@apac.rational.com

*CT and MT may phone during ET designated times.

- b) A dedicated, non-technical support program manager.
- c) Issues monitored by a support program manager to ensure priority issue escalation and timely resolution.
- d) Customized reports outlining support activity provided over a designated period of time.
- e) Proactive shipment of Product updates on installed licenses

4. Discount Structure

The discount off the immixTechnology, Inc. GSA Schedule for all orders issued under this BPA will be in accordance with the following:

Standard Discounts

immixTechnology offers a complete price catalog of Rational Software licenses, maintenance, services and training under GSA Schedule GS-35F-0330J. The corresponding table reflects standard GSA discounts from list price for Rational's products.

Product Category	Discount from List
Software Licenses	10.3% (.103)
Software Maintenance	0.2% (.002)
Training & Services	0.2% (.002)

ImmixTechnology is offering ESI an additional 4% off Rational software licenses, and an additional 3% for the

complete price catalog of Rational Software maintenance, services and training offered under GSA Schedule GS-35F-0330J. The discounts below standard GSA Schedule catalog prices are as follows:

Product Category	Discount from GSA	Discount from GSA (w/2% Army Funding Fee)
Software Licenses	4.00%	2.04%
Software Maintenance	3.00%	1.02%
Training & Services	3.00%	1.02%

Volume Purchases (Software License)

Additional discounts apply when the Software License List Price total on an individual order exceeds \$50,000.00. The additional discount is dependent on the exact configuration and License List Price dollar value of the individual order. Customers are encouraged to request a quote from immixTechnology, prior to submitting a purchase order, when the anticipated order amount is above \$50,000.00.

The corresponding table reflects the discounts for Rational's software licenses that will result.

Single Purchase Order Value (License List)	Discount from List	Discount from GSA	Discount from GSA (w/2% Army Funding Fee)
\$50,000 - \$249,999	15.2%	5.48%	3.56%
\$250,000 - \$499,999	18.5%	9.17%	7.31%
\$500,000.00 - \$999,000	21.4%	12.43%	10.65%
\$1,000,000 +	24.3%	15.68%	13.95%

Volume Purchases for New IBM Passport Advantage (PPA) Rational Licenses

For all new IBM Rational PPA orders under the following discounts will apply:

GSA price - discounts from list price:

Product Category	New Discount from List
Software Licenses	23%
Software Maintenance	23%

Volume discounts for individual orders are as follows:

Single Purchase Order Value (License List)	Discount from List	Discount from GSA	Discount from GSA (w/2% Army Funding Fee)
\$0 - \$499,999	26.27%	4%	2%
\$500,000.00 - \$999,000	29.34%	8%	6%

\$1,000,000 +	30.88%	10%	8%
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Discounts for individual IBM PPA Rational maintenance orders are as follows:

Single Purchase Order Value (License List)	Discount from List	Discount from GSA	Discount from GSA (w/2% Army Funding Fee)
\$0 +	25.31%	3%	1%

The following items are not subject to discount under this program and also are not included in computing the purchase order volume:

- **Customer Support Service contracts**
- **Unit quantity discounts as defined in this document**
- **SPARC 2000 Server License (for Rational Apes, TestMate, and RCI)**
- **VADS-based OEM Products (Sun Ada and SGI Ada products)**
- **Runtime Sublicense Per Target, Runtime Sublicense Project Buyout, Runtime Source Code Project License (for runtime systems, VADSnetwork, VADSfilesystem, and related products)**
- **Third Party software products**
- **Consulting services, Professional Services, Training, Implementation Plans**
- **Field Installation products and services.**

5. Pricing

The unit prices and rates for this BPA are based on the most current GSA Schedule pricing contained in immixTechnology GSA Contract Number GS-35F-0330J. Discount structure for the the IBM Rational products are detailed in Section 4 above. Upon award of changes to immixTechnology's GSA FSS Contract Number GS-35F-0330J for IBM PPA Rational products and services, the Contracting Officer must be notified in writing. (See paragraph C.2.f) The BPA will be modified by mutual agreement of the parties. An e-mail will be provided with access to the updated GSA Schedule pricing.

6. Prevailing Terms and Conditions

All orders placed against this BPA are subject to the terms and conditions of the immixTechnology GSA FSS Contract Number GS-35F-0330J, reference the IBM PPA Rational GSA terms and conditions. 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 immixTechnology GSA FSS Contract Number GS-35F-0330J, the provisions of the GSA Schedule will take precedence.

7. Duration of BPA

This BPA shall be effective from the date of BPA award and is to run concurrent with the GSA schedule contract including renewals. This expiration is contingent upon immixTechnology maintaining or renewing a GSA FSS

Contract. The BPA will be reviewed annually to ensure that it still represents a “best value.” Either party may terminate this BPA with thirty (30) days written notice.

8. Ordering Period

The ordering period for all items under this BPA is the same as the duration of the BPA set forth in paragraph 7, above.

9. 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.

B. ADMINISTRATION AND AUTHORIZED USERS

1. Administration of this BPA will be performed by the following organization:

US Army Contracting Agency

2. Authorized Users.

The BPA is open for ordering by all Department of Defense (DoD) Components. For the purposes of this agreement, a DoD component is defined as: the Office of the Secretary of Defense (OSD), the Military Departments, the Chairman of the Joint Chiefs of Staff, the Combatant Commands, the Inspector General of the Department of Defense (DoD IG), the Defense Agencies, the DoD Field Activities, the U.S. Coast Guard and the Intelligence Community. This BPA is also open to DoD Contractors authorized to order in accordance with the FAR Part 51.

3. BPA Points of Contact:

a. Contracting Office:

US Army Contracting Agency ITEC4
Procuring Contracting Officer: Christos J. Daoulas
Phone: 703-325-3332
Fax: 703-428-1616
e-mail: christos.daoulas@itec4.army.mil

US Army Contracting Agency ITEC4
Contract Specialist: Amy M. Wray
Phone: 703-325-3329
Fax: 703-428-1687
e-mail: amy.wray@itec4.army.mil

b. Software Product Manager (SPM):

Assistant Project Manager, Army Small Computer Program
ATTN: SFAE-PS-EI-SCP(ESI)
Squier Hall, Bldg. 283
Fort Monmouth, NJ 07703-5605

SPM: David Bahary
Phone: 732-532-7123 DSN 992-7123
Fax: 732-532-5185 DSN 992-5185

e-mail: David.Bahary@us.army.mil

c. Financial Management Office (FMO):

Assistant Project Manager, Army Small Computer Program
ATTN: SFAE-PS-EI-SCP(FSG)
Squier Hall, Bldg. 283
Fort Monmouth, NJ 07703-5605

Phone: 732-532-0498 DSN 992-0498

Fax: 732-532-5185 DSN 992-5185

d. Customer Point of Contact: *(to be specified on each order)*

C. ORDERING

1. DFARS Section 208.74 directs software buyers and requiring officials to check the DoD ESI website for DoD inventory or an ESA before using another method of acquisition. These steps for the buyer are summarized from the DFARS:

- a. Check the Enterprise Agreement Summary Table to determine if software rights or maintenance have already been purchased and are available from DoD inventory. If they are available, purchase the designated software from DoD inventory and reimburse the SPM.
- b. If the required software rights or maintenance are not available from inventory or from an ESA, you may use an alternate method of acquisition, subject to laws and policy.
- c. If the required software rights or maintenance are not available from inventory but are available from an ESA, you must follow the procedure in the DFARS Section 208.74.
- d. If you must obtain the software or software maintenance outside the DoD ESA, you must obtain a waiver from a management official designated by your DoD component.

This BPA will be posted to the DoD ESI website as part of the ESI program. The web site can be viewed at <http://www.don-imit.navy.mil/esi>. This BPA will also be posted to the Army Small Computer Program website at <http://pmscp.monmouth.army.mil>.

2. Delivery Orders.

a. The scope of this effort is in accordance with the immixTechnology GSA FSS Contract Number GS-35F-0330J. Delivery requirements will be stipulated on Delivery Orders. **Notice to Ordering Offices:** This BPA was awarded on a sole-source non-competitive bases. Prior to issuing an order against this BPA, the ordering offices are responsible for compliance with GSA's Ordering Procedures for Services and DFARS 208.404-70.

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

c. 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 APM-ASCP Centralized Order Processing Office (COPO) for verification and validation. Credit Card orders are permitted as provided under immixTechnology, Inc.'s GSA Contract. The APM-ASCP COPO address is:

PEO EIS

Assistant Project Manager, Army Small Computer Program

Attn: SFAE-PS-EI-SCP (COPO)

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

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

The APM-ASCP Centralized Order Processing Office (COPO) will submit each order to immixTechnology, Inc. (1 copy), at the following address:

immixTechnology, Inc.
BPA Number: DABL01-03-F-1006
Attn: Scott Fleckner
Company Address: 8444 Westpark Drive, Suite 120, McLean, VA 22102

Voice: 703-752-0610
Facsimile Number: 703-752-0613
E-mail: Scott_Fleckner@immixgroup.com

- d. The ordering office in accordance with their local procedures shall make the remaining distribution(s).
- e. immixTechnology, Inc. will only accept "hardcopy" orders that have been processed through the PM-SCP COPO office.
- f. Any request for a deviation from the terms of this BPA must be submitted in writing to the Contracting Officer at the following address:

US Army Contracting Agency ITEC4
ATTN: AMSEL-AC-WA-B
Hoffman Building 1, Room 284
2461 Eisenhower Avenue
Alexandria, VA 22331-1700

3. Delivery.

Deliveries shall be made to the locations specified in each order in accordance with the terms of the immixTechnology GSA FSS Contract Number GS-35F-0330J. International shipments requiring special arrangements will be handled on a case-by-case basis, and may require additional fees. Only APM-ASCP can expedite orders.

4. Acceptance.

Acceptance is at destination. The contractor is responsible for providing a legible invoice to be used for an acceptance document (e.g. DD250) in a timely fashion.

In the event of late or no acceptance by the government, the ASCP Contracting Officer's Representative (COR) may sign the acceptance document upon receipt of valid proof of shipping from the contractor and proof of receipt by the government. Reports of Discrepancy (RODs) will be handled in the normal manner.

5. Users' Ordering Guide.

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

- a. URL where a complete list of products available, with appropriate contract line item numbers (CLINs) and associated prices can be found
 - b. Government and Contractor points of contact
 - c. Description of the ordering process
 - d. Program Terms and Conditions
 - e. License Terms and Conditions
 - f. Information necessary to complete a DD350
 - g. Range of discounts
 - h. Links to DoD ESI and the Government web sites
6. E-Commerce Site.

It is the intention of the Government to use existing and future capability of the DoD Standard Procurement System, Electronic Data Interchange (EDI) capability, Government procurement card, and vendor electronic ordering capability to create a paper-less ordering, invoicing and payment process. During the term of this BPA, the Contractor shall participate to achieve this objective. On-line ordering can also be accomplished at <http://pmscp.monmouth.army.mil>.

7. DoD Email-IT Corridor.

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

This BPA may also be loaded into the electronic catalog systems of other DoD agencies.

8. Delivery Notice

All orders shall be F.O.B. destination with evidence of delivery.

Unless otherwise agreed to, a delivery ticket or a sales slip must accompany all deliveries under this BPA. These slips must contain all applicable "Ship To" information contained on the Government Delivery Order together with the Delivery Order Number.

The following defines the locations for CONUS, and NAMED OCONUS as related to this BPA:

CONUS - The 48 contiguous states, Alaska, Hawaii, and the District of Columbia.

Named OCONUS - Germany, Italy, Japan, Korea, Belgium, Netherlands, Turkey, Puerto Rico, and United Kingdom.

Delivery of products to both CONUS and NAMED OCONUS locations shall be in accordance with individual delivery orders issued under this BPA. The contractor shall start accepting orders upon issuance of the BPA. Shipping to the address(es) specified in each delivery order shall be within 3 - 5 business days for CONUS addresses, and 5 – 10 business days OCONUS from the date a valid order is received by the contractor, or as otherwise agreed to by the parties.

Partial shipments and partial payments are allowed under the BPA unless otherwise specified by the ordering contracting officer.

9. 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.

10. Suspension.

There may be occasions where the Government may suspend ordering (by CLIN up to and including the entire BPA). If a suspension is announced, the Contractor shall adhere to this suspension by not accepting/processing delivery orders for the suspended item(s).

D. INVOICING AND PAYMENT.

1. Invoicing. The requirements of a proper invoice are as specified below as required by FAR 52.212-4 in the Federal Supply Schedule contract. Invoices shall be submitted to the payment address specified on each delivery order issued against this BPA. An invoice must include:

- a. Name and address of the contractor
- b. Invoice date
- c. Contract number, contract line item number and, if applicable, the order number
- d. Description, quantity, unit of measure, unit price and extended price of the items delivered
- e. Terms of any prompt payment discount offered
- f. Name and address of official to whom payment is to be sent
- g. Name, title and phone number of the person to be notified in event of defective invoice

Invoices will be handled in accordance with the Prompt Payment Act (31 USC 3903) and Office of Management and Budget (OMB) Circular A-125. Prompt Payment Contractors are encouraged to assign an identification number to each invoice.

2. Payment.

Payment shall be made for items accepted by the Government specified in each delivery order. Payment procedures are in accordance with the GSA Schedule. 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. immixTechnology will invoice maintenance on a quarterly basis in arrears. Software maintenance shall be in accordance with the provisions of immixTechnology's GSA Schedule Contract.

3. Fast Payment Procedure.

FAR 52.213-1, Fast Payment Procedure (Aug 1988), is hereby incorporated into this agreement by reference and pertain to Credit Card purchases or other applicable order deliveries. Fast Payment procedures may be used when the conditions of FAR 13.402 are met and the delivery order authorizes Fast Payment.

4. Precedence.

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

5. Fees and Payments.

5.1 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.

5.2 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.

5.2.1 Fee Distribution. The Navy, Army and Air Force 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. immixTechnology, 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 DON, DOA, DOAF or DOD as appropriate. The Army will receive the entire 2% fee under BPA orders issued for Army and DoD activities.

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, 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# - To be provided**

Program Title – To be provided**

ACT Fee – To be provided**

Accounting Codes

For ARMY Sales:

The amount of ACT fee due DFAS Pensacola shall be calculated at 2% of all Army/DOD Agency sales, and 1% for all other Service 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#

SCP Fee Reimbursement

Accounting Codes:

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

REF: 923111*AQ418

The check and a separate confirming letter will be sent to the following contact points.

Send check and a separate 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@maill.monmouth.army.mil

Mail a copy of the check and transmittal letter to:

PEO EIS
Assistant Project Manager, Army Small Computer Program
ATTN: SFAE-PS-EI-SCP(FSG)
Fort Monmouth, NJ 07703-5605

For NAVY Sales:

The amount of ACT fee due 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.

If using overnight or express mail, send check to:

SPAWAR System Center
Charleston
Attn: Elizabeth Vonasek
Norfolk Office
Code J811.2, Bldg. V53
9456 Fourth Avenue
Norfolk, VA 23511-2130

If using regular mail, send check to:

SPAWAR System Center
Charleston
Attn: Elizabeth Vonasek
Norfolk Office
Code J811.2, Bldg. V53
9456 Fourth Avenue
Norfolk, VA 23511-2130

For 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#

ESI-SW Fee Sharing

Accounting Codes: AA 97X4930 FF12 016 G2291 0 068142 3F 000000 913111 VESIG JON JAXF2Q0300

The ACT Fee check and a separate confirming letter will be sent to the following contact points.

Send check and a separate transmittal letter to:

DFAS OPLOC/PE
Building 603-2, Code FDA-SSG
130 West Avenue, Suite A
Pensacola, FL 32508-5120

Mail a copy of the check and transmittal letter to:

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

For 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: DABL01-03-A-1006
DoD 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

BPA MANAGEMENT AND OVERSIGHT

1. The Contractor must provide centralized administration in support of all work performed under this BPA. The immixTechnology, Inc. point of contact, Art Richer, will be the single point of contact for administering this BPA, to include order acceptance, order status, reporting (as identified in paragraph 18), and other BPA related issues. The immixTechnology, Inc. point of contact, at a minimum, is required to participate in period program management reviews (which may require travel to a Government named site). Additional functions would include customer service, periodic program management reviews, invoicing, payment and submission of

quarterly reports. The Contractor shall ensure that all sales personnel are aware of the Enterprise Software Initiative Program and enforce the policy that this BPA is the preferred DoD procurement vehicle for the products within.

2. Reporting.

immixTechnology, Inc. shall provide the following reports to APM-ASCP on a quarterly basis:

Order Transactions Report (EXHIBIT A)

Vendor Status Report (EXHIBIT B)

Fee For Service Report (EXHIBIT C)

3. Records.

The Contractor shall maintain archival copies of all orders for the life of the BPA. Copies shall be made available to the Government upon request.

4. Army Information Technology Conference (AITC):

immixTechnology, Inc. will attend the Army Information Technology Conference (AITC) during the existence of this BPA.

5. Marketing:

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

STANDARDS:

1. **Year 2000 Compliance.** All products provided under this BPA shall be Y2K compliant as defined in FAR 39.002.

2. **JTA Compliance.** All products offered shall comply with the appropriate Publicly Available Standards (PAS)(e.g., TIA, EIA, ANSI, IEEE, and ISO) and the applicable DoD information technology standards contained in the Joint Technical Architecture (JTA). More information on this standard can be found at <http://www.itsi.disa.mil>.

3. **Section 508 of the Rehabilitation Act Compliance.** All products provided under this BPA must meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607. General information regarding the Section 508 Act can be found at the web site at www.section508.gov.

6. Additional Clause:

If during the term of this agreement, immixTechnology enters into contracts with General Services Administration (GSA) for government-wide contracts under GSA's SmartBuy Initiative, that include pricing for the specific products or product configurations licensed by a DoD Agency under the ESI BPA, under similar terms and conditions, that is less than the pricing provided by immixTechnology under this agreement, immixTechnology will enter into good faith negotiations to lower its prices under this agreement consistent with the similar terms and conditions of the SmartBuy Initiative, or allow the DoD Agency to move to the SmartBuy program for immixTechnology products at the Government's option, with full credit for all funds paid under the BPA agreement."

EXHIBITS SUMMARY

EXHIBIT A: Order Transactions Report

EXHIBIT B: Vendor Status Report

EXHIBIT C: Fee For Service Report

**Order Transactions (OT)
(File Layout Definition)**

1. This report is due by the 30th calendar day after each calendar quarter. Report order transactions from Sunday through Saturday (or orders not previously reported) and send to ASCP by COB on the following Thursday.
2. An e-mail response is required for negative reports (no transactions to report).
3. This electronic report needs to be submitted as a Microsoft Excel Spreadsheet, to amscel-dsa-scp-cr@mail1.monmouth.army.mil.
4. No extra spaces, commas, or ampersands allowed in the spreadsheet. Dashes are allowed. File name cannot be more than 50 characters in length. Vendor needs to ensure leading zeros are not dropped. For example, Zip Code "07703" should not appear as "7703"; Order Number "0030" should not appear as "30"; CLIN Number "0003AA" should not appear as "3AA".
5. NOTE: Order Transaction and Vendor Status reports are cross-referenced for reconciliation and therefore, data must be consistent in all 3 reports (i.e. order number, dates, dollar amounts, etc.).

Excel Column	Column Name	Format	Comments
A	Contract Number	Alphanumeric (21)	
B	Order Number	Alphanumeric (30)	<ol style="list-style-type: none"> 1. Must be unique (minimum 4 digits). 2. You cannot report this order more than once in the same file. (The order can have as many line items as you wish). 3. Record order number exactly as it appears on the order.
C	Order Mod Number	Alphanumeric (25)	<i>Data required only when reporting a MOD.</i>
D	Transaction Type	Alphanumeric (2)	The order types are as follows: CC = Credit Card, DO= Direct Ordering (paper order).
E	Date of Order or date of Order Mod	DD-MMM-YYYY	Report the actual date of the order, or when reporting an order mod, report the date of the order mod.
F	Date Transaction Cancelled	DD-MMM-YYYY	<i>Data required only for Cancelled order/mods.</i>
G	UNSPSC	Alphanumeric (14)	Format is ###.###.###.###. Last two positions should be "00" except for Low End Servers (32-Bit) = 01 and High End Servers (64-Bit) = 02
H	CLIN Number	Alphanumeric (39)	Unique contract identifier of item being ordered (as identified in contract i.e. product #, manufacturer part #, contract line item)
I	CLIN Quantity	Number (7,0)	CLIN quantity being ordered.
J	CLIN Unit Price	Number (11,2)	Price per item.
K	CLIN Extended Dollar Amount	Number (11,2)	Extended Dollar Amount = (CLIN quantity x unit price) No formatting (i.e. No \$ signs, commas, etc).
L	Dollar amount of Transaction	Number (12,2)	Reflects the dollar amount of this reported transaction (order or order mod)
M	POC Last Name	Alphanumeric (35)	Customer's Last Name. (Use this column for customer's full name when unable to separate first name, last name, title into separate columns)

N	POC First Name	Alphanumeric (35)	Customer's First Name.
O	POC Title	Alphanumeric (35)	Customer's Title (i.e. COL, Mr., Ms., etc.).
P	Telephone Number	Alphanumeric (20)	Customer's telephone number. Format: 9999999999
Q	Email address	Alphanumeric (40)	Customer's email address.
R	Street Address 1	Alphanumeric (40)	First line of the Customer's Ship-To address.
S	Street Address 2	Alphanumeric (40)	Second line of the Customer's Ship-To address.
T	Street Address 3	Alphanumeric (40)	Third line of the Customer's Ship-To address.
U	City	Alphanumeric (27)	Customer's Ship-To City.
V	State	Alphanumeric (2)	Customer's Ship-To State for USA only. Post office two character abbreviation.
W	Country	Alphanumeric (27)	<i>Data required only when reporting a country other than USA.</i>
X	5-digit Zip Code	Number (5)	Five-digit Customer Ship-To zip code.
Y	4-digit Zip Code Extension	Number (4)	Four-digit extension Customer Ship-To zip code.
Z	Service or Agency	Alphanumeric (20)	Use the abbreviation from the <i>Service/Agency</i> list located at https://ascp.monmouth.army.mil/scp/content/activitylist.jsp
AA	Army Activity	Alphanumeric (20)	<i>Data required only for Army.</i> Use the abbreviation from the <i>Activity</i> list located at https://ascp.monmouth.army.mil/scp/content/activitylist.jsp
AB	Comments	Alphanumeric (2000)	Free text.
AC	COPO#	Numeric	Number Assigned by COPO, if applicable
AD	ASCP Reserved 2	Alphanumeric (2000)	Reserved for Product Leader.

Vendor Status (VS)
(File Layout Definition)

1. This report is due by the 30th calendar day after each calendar quarter.
2. An e-mail response is required for negative reports (no transactions to report).
3. This electronic report needs to be submitted as a Microsoft Excel Spreadsheet, to amse-dsa-scp-cr@mail1.monmouth.army.mil.
4. No extra spaces, commas, or ampersands allowed in the spreadsheet. Dashes are allowed. File name cannot be more than 50 characters in length.
5. Vendor needs to ensure leading zeros are not dropped. For example, order number 0030 should not appear as 30.
6. When canceling orders, enter the date in the **Date Transaction Cancelled** column in this report.
7. NOTE: Order Transaction and Vendor Status reports are cross-referenced for reconciliation and therefore, data must be consistent in both reports (i.e. order number, dates, dollar amounts, etc.).
8. Format for 16 required columns (all 16 columns are required even when there is no data for a specific column):

Excel Column	Column Name	Format	Comments
A	Contract Number	Alphanumeric (21)	
B	Order Number	Alphanumeric (30)	Record order number exactly as it appears on the order.
C	Order Mod Number	Alphanumeric (25)	<i>Only Required when reporting a mod.</i>
D	Date Received by Vendor	DD-MMM-YYYY	(i.e. 09-FEB-2002)
E	Date Rejected by Vendor	DD-MMM-YYYY	<i>Data required only for rejected orders.</i>
F	Date Accepted by Vendor	DD-MMM-YYYY	A Vendor receives an order and either rejects it or accepts it as a valid order.
G	Date Transaction Cancelled	DD-MMM-YYYY	<i>Data required only for Cancelled order/mods.</i>
H	Projected Ship Date by Vendor	DD-MMM-YYYY	<i>Data required only when reporting a projected ship date.</i>
I	Vendor Ship Date	DD-MMM-YYYY	For all orders shipped by the Vendor.
J	Projected Delivery Date	DD-MMM-YYYY	<i>Data required only when reporting a projected delivery date.</i>
K	Contractually Due Date	DD-MMM-YYYY	This is a date calculated by the Vendor that shows when the order is contractually due. This formula is agreed to by the Product Leader and Vendor and takes into consideration contract requirements such as CONUS, OCONUS, SURGE, NON-SURGE, SERVICES, etc.
L	Service Start Date	DD-MMM-YYYY	<i>Data required only when reporting services.</i>
M	Service Completion Date	DD-MMM-YYYY	<i>Data required only when reporting services.</i>
N	Comments	Alphanumeric (2000)	Free text.
O	COPO#	Numeric	Number Assigned by COPO, if applicable
P	ASCP Reserved 2	Alphanumeric (2000)	Reserved for Product Leader.

Fee For Service (FFS)
(File Layout Definition)

1. FFS report applies to applicable ESI agreements only.
2. Report is due to ASCP by the 30th calendar day after each calendar quarter. The data reported is for that reporting period activity only (not a cumulative listing).
3. If no payments were received during the previous month, a negative report is required.
4. This electronic report needs to be submitted as a Microsoft Excel Spreadsheet, to amsel-dsa-scp-cr@mail1.monmouth.army.mil.
5. No extra spaces, commas, or ampersands allowed in the spreadsheet. Dashes are allowed. File name cannot be more than 50 characters in length.
6. Vendor needs to ensure leading zeros are not dropped. For example, order number 0030 should not appear as 30.
7. SPECIAL NOTE TO VENDOR(S): Order Transaction, Vendor Status, and Fee for Service reports are cross-referenced for reconciliation and therefore, data must be consistent in all 3 reports (i.e. order number, dates, dollar amounts, etc.).

EXCEL COLUMN	COLUMN NAME	COLUMN FORMAT	COMMENTS
A	Report Number	Alphanumeric (21)	Must be Unique.
B	Report Type	Alphanumeric (21)	Use one of the following codes I = Initial Report R = Replace all previously reported information for this frame with this new data M = This report modifies some of the information reported during this time frame
C	Report Start Date	DD-MON-YYYY	(i.e. 01-MAR-2002)
D	Report End Date	DD-MON-YYYY	(i.e. 31-MAR-2002)
E	Contract Number	Alphanumeric (21)	
F	Order Number	Alphanumeric (30)	Must be reported exactly as shown on the customer order.
G	Order Mod Number	Alphanumeric (25)	<i>Data required only when reporting a MOD.</i>
H	Dollar Amount of Transaction	Number (12,2)	Reflects dollar amount of the transaction (order or MOD being reported). No formatting (i.e. No \$ signs, commas, etc).
I	Date Transaction Sent to Vendor	DD-MON-YYYY	(i.e. 09-FEB-2002)
J	1 Percent Fee for Transaction	Number (12,2)	
K	Previous Payment Made on Transaction	Number (12,2)	
L	Current Payment	Number (12,2)	
M	Remaining Amount to be Paid	Number (12,2)	
N	Transaction Type	Alphanumeric (2)	Order types are as follows: CC = Credit Card DO = Direct Ordering (paper direct to vendor) PA = Paper (sent to vendor by COPO)
O	Other Agency Share Fee Payable	Number (12,2)	If applicable. Fee share amount due to either Navy, AF or DLA (50% of Column L)
P	Other Agency for Share Fee	Alphanumeric (21)	If applicable. Identify as 'USN', 'DLA', or 'USAF' generated Delivery Order
Q	Army Fee Payable	Number (12,2)	If applicable. Column L minus Column O Amounts
R	Comments	Alphanumeric (2000)	Free text.
S	COPO#	Numeric	Number Assigned by COPO, if applicable.
T	ASCP Reserved 2	Alphanumeric (2000)	Reserved for Product Leader.

Fee For Service (FFS) (Continued)

(File Layout Definition)

The FFS payment is calculated by dividing the “Amount Paid to Vendor” column on the army Fee-for-Service Reconciliation Report by 1.01, and then multiplying this value by .01. (Example provided below):

A	B	C
DOLLAR AMOUNT OF TRANSACTION	COLUMN A DIVIDED BY 1.01	SCP 1% FFS (1% OF COLUMN B)
\$1,000.00	\$990.10	\$9.90

NOTE: The rounding feature in Excel is not to be utilized when totaling columns of numbers.

SAMPLE VENDOR REPORT FORMAT

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
REPORT NUMBER	REPORT TYPE	REPORT START DATE	REPORT END DATE	CONTRCT NUMBER	ORDER NUMBER	MOD NUMBER	DOLLAR AMOUNT OF TRANS	DATE TRANS SENT TO VENDOR	1 PERCENT FEE FOR TRANS	PREVIOUS PYMT MADE ON TRANS	CURRENT PYMT	REMAINING AMOUNT TO BE PAID	TRANS TYPE	Other Agency Fee Payment
FFS2002-03	I	1-Mar-2002	31-Mar-2002	DAAB15-XX-X-XXXX	DO01		100000.00	14-Mar-2002	990.10	0.00	990.10	0.00	DO	495.05
FFS2002-03	I	1-Mar-2002	31-Mar-2002	DAAB15-XX-X-XXXX	DO01	0001	10000.00	15-Mar-2002	99.01	0.00	99.01	0.00	DO	0
FFS2002-03	I	1-Mar-2002	31-Mar-2002	DAAB15-XX-X-XXXX	DO16		25000.00	10-Jan-2002	247.52	100.00	100.00	47.52	DO	50.00
FFS2002-03	I	1-Mar-2002	31-Mar-2002	DAAB15-XX-X-XXXX	DO25		5000.00	12-Mar-2002	49.50	0.00	49.50	0.00	CC	0

Q	R	S	T
Army Fee Payment	Comments	ASCP Reserved 1	ASCP Reserved 2
495.05			
99.01			
50			
49.50			

- **NOTE:** REPORT BREAKS BY SPECIFIC CONTRACT/BPA WHEN VENDOR HOLDS MORE THAN 1 CONTRACT/BPA.

(End of Summary of Changes)