

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   37
2. AMENDMENT/MODIFICATION NO. <b>F00013</b>		3. EFFECTIVE DATE <b>29-Mar-2010</b>		4. REQUISITION/PURCHASE REQ. NO.
6. ISSUED BY NCRCC - ITEC4 2481 EISENHOWER AVENUE ALEXANDRIA VA 22331-1700		CODE <b>W91QUZ</b>	7. ADMINISTERED BY (If other than item 6) ARMY CONTRACTING AGENCY-ITEC4 2481 EISENHOWER AVE ALEXANDRIA VA 22331-1700	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BMC SOFTWARE, INC. 2101 CITYWEST BLVD HOUSTON TX 770421			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. <b>W91QUZ-07-A-0006</b>	
CODE <b>02UX8</b>			FACILITY CODE	
			X 10B. DATED (SEE ITEM 13) <b>28-Sep-2007</b>	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<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.				
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>				
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)(3)				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b> Modification Control Number: dharr101796 A. The purpose of this modification is to make administrative revisions to the BPA, to include: (1) Change the name of the Contractor from BMC Software Distribution, Inc. to BMC Software, Inc. as noted in the BPA Terms and Conditions. (2) Revise the GSA schedule number to read GS-35F-0340W with an end date of March 23, 2015. (3) Update Attachment D, to reflect revised Fees and Payment procedures for GSA. B. All other terms and conditions remain the same.				
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)	
			DONNA S. HARRIS / CONTRACTING OFFICER TEL: 703-325-4625 EMAIL: donna.harris1@us.army.mil	
15B. CONTRACTOR/OFFEROR <i>Judy Schaefer</i> (Signature of person authorized to sign)		15C. DATE SIGNED MAR 31 2010 BY <i>Donna S. Harris</i> (Signature of Contracting Officer)		16C. DATE SIGNED 31-Mar-2010

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

MAR 31 2010 10-105-0

**← bmc**  
**FINAL - Reviewed by Contracts - KS**

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

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6. ISSUED BY NCRCC - ITEC4 2461 EISENHOWER AVENUE ALEXANDRIA VA 22331-1700			7. ADMINISTERED BY (If other than item 6) ARMY CONTRACTING AGENCY-ITEC4 2461 EISENHOWER AVE ALEXANDRIA VA 22331-1700	5. PROJECT NO. (If applicable) W91QUZ
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BMC SOFTWARE, INC. 2101 CITYWEST BLVD HOUSTON TX 770421			9A. AMENDMENT OF SOLICITATION NO.	
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CODE 02UX8			X 10B. DATED (SEE ITEM 13) 28-Sep-2007	
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15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DONNA S. HARRIS / CONTRACTING OFFICER TEL: 703-325-4625 EMAIL: donna.harris1@us.armymil	
15B. CONTRACTOR/OFFEROR			16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)			BY <u>Donna S. Harris</u> (Signature of Contracting Officer)	
15C. DATE SIGNED			16C. DATE SIGNED 31-Mar-2010	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

The Period of Performance End Date has changed from 30-Sep-2010 to 23-Mar-2015.

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

**BPA TERMS AND CONDITIONS**

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15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
			TEL: _____ EMAIL: _____	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		

**Blanket Purchase Agreement ("Agreement")  
DoD Enterprise Software Agreement (ESA)**

In the spirit of the Federal Acquisition Streamlining Act, the Department of Defense ("**DoD**") and BMC Software, Inc. and Four Points Technology LLC enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the BMC Software, Inc., General Service Administration (GSA) Federal Supply Schedule Contract #GS-35F-0340W and Four Points Technology LLC's GSA FSS Contract #GS-35F-0553P respectively.

Federal Supply Schedule 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.

Attachments to this agreement are:

- Attachment A – BMC;GSA Product and Price List  
Four Point Technology LLC Product and Price List
- Attachment B – End User License Agreement (the "**License Agreement**")
- Attachment C – License & Support Discount Schedule
- Attachment D – Fees and Payments
- Attachment E – Report of Sales and Fee For Service Formats

**A. TERMS AND CONDITIONS**

1. Pursuant to GSA Contract #GS-35F-0340W, BMC Software, Inc. and GSA FSS Contract GS-35F-0553P for Four Points Technology LLC agree to the following terms of a Blanket Purchase Agreement (BPA) with the ITEC4 contracting office. All orders placed against this BPA are subject to the terms and conditions of the GSA FSS Contract. The items on this BPA are set forth in Attachment A, and Attachment D, and Attachment E. License terms and conditions applicable to Products and Support acquired under this BPA are defined in the License Agreement included as Attachment B. In the event of any inconsistency or conflict between the License Agreement, the GSA Contract and this BPA, the order of precedence will be as follows: (1) this BPA, and (2) the GSA Contract, and (3) the License Agreement.
2. **Funds Obligation.** The BPA does not obligate any funds. Funds will be obligated on each delivery order.
3. **BPA Term.** The BPA runs concurrently with the underlying GSA schedules concurrently until the expiration date of the GSA Contract. If the GSA Contract is renewed, then Customer has the option to extend this BPA by exercising Section 3.1 below. The BPA will be reviewed annually to ensure that it still represents a "best value." Either party reserves the right to terminate this BPA at anytime with thirty (30) days written notice. Any such termination shall not effect the obligations of the Government or Contractor under any existing delivery order or lease agreement.
4. **Pricing Terms.** Attachment A provides unit prices as explained below. BMC will serve as Team Leader and will provide the CLINs in Attachment A, BMC Price List. For these BMC CLINs, the order shall be issued directly to BMC . Four Points Technology LLC will serve as Team Leader and will provide the CLINs in Attachment A, Four Points Price List. For these Four Points CLINs, the order shall be issued directly to Four Points. The unit prices for this BPA shall be based on the GSA Contract pricing currently in effect at time individual orders are placed. Attachment A and Attachment D provides the current BPA Unit Price (inclusive of all industrial and ACT funding fees). All discounts provided will be based on the then current GSA Contract price at time of order. BPA prices shall only escalate in accordance with the GSA Economic Price Adjustment (EPA) clause. If the GSA Contract unit prices are subject to an EPA increase, the same discount relationship (discount percentage off GSA Contract price) shall be maintained during the term of this BPA. Spot discounting is encouraged.

A 2.0% Acquisition, Contracting, and Technical (ACT) Fee shall be included in the prices. The Contractor shall be responsible for the payment of all fees that are included in the product pricing (i.e. GSA, ACT), as calculated on the customer orders, in accordance with Attachment A.

#### 4.1 Most Favored Customer Prices.

The prices offered under this BPA shall be less than the GSA Price by the amount of the discount provided for in this BPA. If at any time, current a GSA Price is lowered then the price offered under this BPA shall be lower because the discount provided under this BPA will be applied to the lowered GSA Price identified. The BPA price is calculated by discounting the current GSA Price by the agreed discount percentage provided for in the BPA.

Example:

Current Discount Calculation:  $\text{Current GSA Price} \times \text{BPA discount \%} = \text{Final BPA Price}$

Lowered GSA Price Calculation:  $\text{Lowered GSA Price} \times \text{BPA discount \%} = \text{Lower final BPA Price}$

5. **SmartBUY Transition.** OMB has recently announced the SmartBUY initiative to maximize cost savings and achieve best quality when acquiring software. The General Services Administration (GSA) is the designated Executive Agent for SmartBUY. The initiative will establish software enterprise licensing on a government-wide basis. If during the term of this ESA, BMC and its resellers enter into a government-wide agreement with the GSA under the SmartBUY Initiative, which includes pricing for the specific products or services under similar terms and conditions as those licensed by the DoD, neither BMC or its resellers will preclude the DoD from licensing products or purchasing services under a SmartBUY agreement. BMC will work in good faith with the DOD agency to transition and apply the ESI discount to the SmartBUY program.

6. **License Agreement.** Products purchased under these BPAs are subject to the terms set forth in the GSA Contract.

6.1 **Rights of Survivorship of the Agreement.** This Agreement shall survive unto BMC, its Successor, rights and assigns. The software and agreement terms and conditions as covered under this Agreement shall survive this Agreement notwithstanding the acquisition or merger of BMC by or with another entity. Any software name changes, re-packing or merger of similar products that carry forward the same or similar function of the software shall be supported with updates, upgrades and new releases under this agreement at no additional cost.

6.2 **Audits.** Upon 30 days written notice to BMC and no more than once per 12 month period, Licensee may perform a limited audit of Contractor's internal system and will use commercially reasonable efforts to keep full and accurate accounts that may be used to properly ascertain and verify numbers of licenses granted to the government.

Licensee agrees to provide BMC with an audit report promptly after BMC's request. Licensee may permit BMC to have access to Licensee records and computer systems and the right to audit such systems to insure software use is in accordance with its license terms. All vendor personnel must have appropriate security clearances to gain access to Licensee site or data. In the event Licensee chooses not permit an onsite audit by licensor, then Licensee agrees upon written notice from BMC to provide a self certification, within thirty 30 days of the request, containing their total usage as of the date of the written request

In the event Licensee is a an agency that can not permit an onsite audit by licensor, then Licensee agrees upon written notice from BMC AND FOUR POINTS TECHNOLOGY to provide a self certification, within thirty 30 days of the request, containing their total usage as of the date of the written request.

## 7. Support and Maintenance.

Customer may acquire BMC support services ("**Support**") on a Delivery Order. BMC's Support offerings as of the date of this BPA are as defined below. Prior to the Support anniversary date, Customer may re-enroll the total Licensed Capacity of the Products in Support upon BMC's receipt of a purchase order or other mutually agreed upon order for Support. If Customer wants to re-enroll the Products in Support but fails to provide a purchase order or other mutually agreed upon order for Support prior to the Support anniversary date, BMC may charge a reinstatement fee. The annual fee for Support is based on BMC's then-current Support price list. BMC may change its Support terms, to be effective upon Customer's support anniversary date. BMC reserves the right to discontinue Support for a Product where BMC generally discontinues such services to all licensees of that Product.

- 7.1 The Support fee for the Licensed Capacity of the Products for the first year after the initial support period will not exceed: the annual base Support fee as of the initial Order Date compounded 5% annually beginning on the initial Order Date. For the second year and each year thereafter, the Support fee will be calculated in accordance with the Agreement governing the use of the Products

Example 1:

Support Fee at Initial Order Date: \$100

Initial Order Date: January 1, 2007

Support Period: January 1, 2007 – December 31, 2007

Support fee for the first year after Initial Order Date is \$105 not to exceed

### Annual Support Offerings.

Each of BMC's support offerings, as described in the support offerings table below, ("**Support**") includes the following if and when available:

- (a) For the most current releases and version of the Product, BMC provides bug fixes, patches or workarounds in order to cause the Product to operate in substantial conformity with its then-current operating documentation, and
- (b) BMC provides new releases or versions, to the extent they are furnished to all other enrolled Support customers without additional charge.
- (c) BMC provides Support via Web, Email and Phone.

### **BMC Customer Support Offerings.**

Customer Support Offering	Hours of Operation	Initial Response Goals (See Severity Definitions for S1-S4 criteria)	Available with the Purchase of:
BMC Basic Support	Local Office Hours 8 hours x 5 days (Excludes published holidays)	S1 = 4 Office Hours S2 = 8 Office Hours S3 = 12 Office Hours S4 = 24 Office Hours	Service Management products
BMC Fast-Track Support	Local Business Hours 12 hours x 5 days (Excludes published holidays)	S1 = 1 Business Hour S2 = 4 Business Hours S3 = 8 Business Hours S4 = 12 Business Hours	Service Management products
BMC Continuous Support	Continuous Hours 24 hours x 7 days (Includes published holidays)	S1 = 1 Clock Hour S2 = 4 Business Hours S3 = 8 Business Hours S4 = 12 Business Hours	Service Management products System Management products
BMC Premier	Continuous Hours	S1 = 1 Clock Hour	Service Management products

Support	24 hours x 7 days (Includes published holidays)		System Management products
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For a list of BMC Software Office Hours and holidays by geography, view <http://www.bmc.com/support.html>.

Note that not all support offerings are offered for all BMC products. The System Management products and some Service Management products require BMC Continuous Support due to the critical nature of the application.

**Service Management Products** consist of most Remedy, Marimba, Magic, BMC Identity Management and BMC Service Management products.

**System Management Products** consist of most Mainframe and Distributed Systems Management products.

Case Priority/Problem Severity Classifications. The following BMC Severity Level Chart applies:

Severity Level	Severity Criteria	Initial Response Goals	Resolution Goals
1	<p><b>Critical Service Impact</b> Issue critically affects the primary business service, major application, or mission critical system. Customer resources should be available and willing to work on a 24x7 basis with BMC to resolve the issue. Characteristics of a Severity 1 issue include:</p> <ul style="list-style-type: none"> <li>• Business service is not operational</li> <li>• Production system crashes</li> <li>• Data integrity at risk</li> <li>• Production backup and recovery operations fail</li> </ul>	<p><b>1 clock hour</b> BMC will use reasonable commercial efforts to immediately connect the customer to a technical support analyst.  If direct contact cannot be made, BMC will use reasonable commercial efforts to have a technician respond within 1 hour.</p>	<p>Upon confirmation of receipt, BMC Software will begin continuous work on the problem. The Customer must provide BMC with an onsite contact to assist with data gathering, testing and applying fixes or workarounds. This resource should have direct access to the machine and any application impacted. BMC Software will work to provide a workaround or fix within 48 hours.</p>
2	<p><b>Significant Service or Implementation Impact</b> The business service, major application, or system is seriously affected or implementation stopped. No acceptable workaround is available.</p>	<p>BMC will use reasonable commercial efforts to have a technician respond within 4 Business Hours.*</p>	<p>BMC Software will work to provide a workaround or fix within 7 business days.</p>
3	<p><b>Moderate Service Impact</b> The business service, major application, or system is moderately impacted, no data has been lost, and the business service, application, or system is still functioning. The issue may be temporarily circumvented using an available workaround.</p>	<p>BMC will use reasonable commercial efforts to have a technician respond within 8 Business Hours.*</p>	<p>BMC Software will work to provide a workaround or fix within 10 business days.</p>
4	<p><b>No Service Impact</b> Non-critical issues, general questions, enhancement requests, or documentation issues</p>	<p>During Business Hours, BMC will use reasonable commercial efforts to have a technician respond within 24 Business Hours.*</p>	<p>BMC Software may incorporate the request in a future release of software.</p>

7.1 **Courtesy Support.** Upon sixty (60) days notice, prior to expiration date of the Support Period, Customer may receive a renewal notification, inclusive of fees and payment options. In order to accommodate the annual budget and payment allocation constraints of certain BMC's government customers, a courtesy support period can, at BMC's sole discretion, be offered on a per instance basis. Courtesy Support is defined as a limited extension of time, not to exceed ninety (90) days, which allows Customer's the ability to access BMC Support by phone, email, and web; however, it precludes the Customer from downloading patches and updates. Upon completion of the Courtesy Support period, BMC will immediately terminate support unless support fees are paid by customer

8. **Professional Services.** The terms and conditions to acquire implementation or other services (the "Services") are as set forth in the GSA Contract under professional services (SIN 132-51). The Contractor may provide Services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity, and as further described in a signed statement of work.. Neither the execution nor fulfillment of the Professional Services will relieve or alter BMC's or Customer's acceptance, obligations, and responsibilities with respect to the affected BMC products licensed under the applicable license agreement. Please see Attachment D for BMC's Professional Services Price List.

9. **On-Site Training.** The terms and conditions to acquire education or training services are as set forth in Attachment E BMC Software Services Education Price List.

## B. AUTHORIZED USERS AND POINTS OF CONTACT

1. **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, NATO, the Intelligence Community and FMS with a Letter of Authorization. GSA or other applicable ordering organizations/agencies are authorized to place orders under this BPA on behalf of DoD end users and must comply with DFARS 208.7400. This BPA is also open to DoD Contractors authorized to order in accordance with the FAR Part 51.

### 2. BPA Points of Contact:

#### 2. BPA Points of Contact:

##### a. Contracting Office:

Procuring Contracting Officer (PCO):

*Donna Harris*

Information Technology, E-Commerce and  
Commercial Contracting Center (ITEC\$)

ATTN: SFAE-IT-A  
2461B Eisenhower Avenue  
Alexandria, VA 22331-1700

Phone: 703-325-4625

Fax: 703-428-9842

Email: Ron.Hyde@usa.army.mil

##### b. Software Product Manager (SPM):

Software Product Manager (SPM):

PEO EIS

Assistant Project Manager, ASCP  
Squire Hall, Building 283  
Fort Monmouth, NJ 07703

SPM: Joe Simpson  
Phone: 732-532-3012

Fax: 732-532-5185

Email: [joseph.m.simpson@us.army.mil](mailto:joseph.m.simpson@us.army.mil)

or Alternate Point of Contact:

PEO EIS

Assistant Project Manager, ASCP  
Squire Hall, Building 283  
Fort Monmouth, NJ 07703

POC: Dee Wardle

Phone: 732-427-6793

Fax: 732-532-5185

Email: [adelia.wardle@us.army.mil](mailto:adelia.wardle@us.army.mil)

##### c. Customer Point of Contact: (To be specified on each order.)

## C. ORDERING

1. On a case by case basis, BMC may allow Customer to transfer Licensed Capacity of Products and the associated Support within the same agency or branch. If BMC grants such transfer, Customer will transfer any unused, prepaid Support fee to the transferee for the Products being assigned to the transferee user. In addition to the Assignment – Consent and Acknowledgement Agreement, which will be signed by all three parties, the transferee must have in place, prior to such assignment, a Master License Agreement between BMC and transferee. Additionally, BMC may assess a transfer fee on the Licensed Capacity of the Products and the associated Support.

2. **Delivery Orders.** The scope of this effort is worldwide. Delivery requirements and administration will be stipulated on Delivery Orders.

a. The scope of this effort is in accordance with the BMC's GSA Contract. Delivery requirements will be stipulated on Delivery Orders.

b. Orders will be placed against this BPA in accordance with the BMC GSA Contract. 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, electronic mail address, and items purchased.

Orders must include the following:

- a. Purchase Order # and Date
- b. Ship To Name, address, phone and email (email is critical, we cannot ship the order without it)
- c. Support Contract ID
- d. Reference GSA Contract GS-35F-0340W, if it is a GSA sale.
- e. Vendor name must state BMC Software, Inc. for all new product and support renewal orders. If the order is for training or professional services only, it must state BMC Software Services Inc.
- f. Proof of Sell Through required for all orders over \$100,000.
- g. Signatures – Required if there is a Signature Block on the purchase order.
- h. Must have enough Maintenance to cover from start date (booking date) through end of existing customer co-termed date, or 365 days.

2. **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, as 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 (such as CAGE, DUNS, TIN, Business Size, etc.)
- g. Range of discounts
- h. Links to DoD ESI and the Government web sites

3. **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 the BPA, the Contractor shall participate to achieve this objective.

a. ***Contractor is currently working to be able to maintain a database of prices with the required and relevant information and links to technical specifications to be accessible by ITEC Direct in a distributed database environment.***

b. ***Contractor is currently working to be able to provide EC/EDI capabilities and accept and respond to secure on-line orders and customer requests consistent with the terms of this acquisition vehicle.***

c. The Contractor shall use its commercially reasonable business efforts to adapt its business processes as the ASCP Direct technical requirements, environment and architecture evolve.

4. **Delivery Schedule**

a. The Contractor shall use commercially reasonable efforts to ensure that the current version of software is available upon receipt of order.

5. **Delivery Notice.** Unless otherwise agreed to, all deliveries ordered under this BPA must be accompanied by a delivery notice, ticket or sales slips that must contain at a minimum the following information:

- a. Name of Contractor
- b. BPA Number
- c. Product Description
- d. Distribution Order number
- e. Date of purchase
- g. Product name, version, support contract identification number and quantity of each item
- h. Date of shipment

#### 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. Full text of this clause can be found on the web at URL: <http://farsite.hill.af.mil/>. The contractor shall submit an original invoice and three copies (or electronic invoice, if authorized), to the address specified on the delivery orders issued against the BPA. An invoice must include --

- a. Name and address of the Contractor;
- b. Invoice date and number;
- 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. Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- f. Terms of any prompt payment discount offered;
- g. Name and address of official to whom payment is to be sent;
- h. Name, title, and phone number of the person to be notified in event of defective invoice;
- i. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract; and
- j. Electronic funds transfer (EFT) banking information.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 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. **IPayment:** *Payment and Payment Terms shall be consistent with clauses included in the underlying GSA Contract*

3. **Fast Payment Procedure.** The provisions of FAR 52.213-1 FAST PAYMENT PROCEDURE (*FEB 1998*) are incorporated in this BPA 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. Full text of this clause can be found on the web at URL: <http://farsite.hill.af.mil/>.

4. **Precedence.** 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 Contractor's invoice, the provisions of the BPA will take precedence.

#### E. BPA MANAGEMENT AND OVERSIGHT

1. The Contractor must provide centralized administration, in the form of a Program Manager, in support of all work performed under this BPA. The Program Manager, at a minimum, is required to participate in periodic 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.

2. **Report of Sales.** Consistent with Clause C.22 of the GSA Schedule, a Report of Sales as described herein shall accompany the remittance of the ACT Fees to enable verification of the fee amounts rendered. Submission of the Report of Sales shall be submitted to the SPM and the PCO in electronic format within thirty (30) following the completion of the quarterly reporting period, or as otherwise requested by the SPM. The report shall be submitted in the standard format shown in Attachment C. Negative reports are required. The SPM or PCO shall provide written approval of each report. At the end of each calendar quarter, the written approval provided to the contractor will be accompanied by a request to remit ACT fees. The SPM or PCO will provide copies of the Report of Sales on a quarterly basis to the DoD Components participating in fee sharing. If the BPA contains services, current ACT fee paid by Delivery Order and total ACT fees paid will be included in the report.
3. **United Nations Standard Products and Services Code.** The United Nations Standard Products and Services Code (UNSPSC) is a required field of the Report of Sales found in Attachment C. The UNSPSC code permits software asset management through a standard coding structure. The UNSPSC is a coding system used to classify both products and services for use throughout the global marketplace. The management and development of the UNSPSC Code is coordinated by GS1 US. The current version is available free as a download at <http://www.unspsc.org>.
4. **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.
5. **Program Management Reviews (PMR).** The Contractor shall participate in regular reviews of the progress of the BPA. Reviews shall be held at least twice yearly as scheduled by the Software Product Manager. During these reviews the Contractor shall report on among other things, status of BPA sales, marketing and any outstanding issues concerning the BPA. PMR agenda and presentation format shall be provided prior to each PMR. Travel expenses are the responsibility of the contractor.
6. **Sales Leakage.** The goals of the ESI Program can only be realized through cooperation between the Government and the Contractor to direct appropriate sales through the ESI vehicles. The Contractor shall ensure that all sales personnel are aware of the ESI Program and communicate the policy that this BPA is the preferred procurement vehicle for the products within. The Contractor shall also establish a process to regularly audit sales to Government buyers, determine where sales outside the ESI vehicle are occurring, and take appropriate action to direct further sales through the ESI vehicle. Results of these audits will be presented as an agenda item during PMRs.
7. **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 DoD Component sponsored events and news media geared to Government/DoD IT people.
8. **Enterprise Integration Toolkit.** The Enterprise Integration Toolkit is a program developed by the Assistant Deputy Under Secretary of Defense (L&MR) Logistics Systems Management (LSM) to assist DoD Program Managers, Contracting Officers and members of the Integrated Project Team (IPT) in the acquisition and implementation of Commercial Off The Shelf (COTS) Business Systems software.

The Toolkit provides guidance, processes and tools to define program needs and determine how to best meet these needs through an external acquisition via a three-tiered Roadmap to guide the entire life-cycle from problem definition to solution roll-out. It provides a collection of best practice tools adopted from the commercial industry, and includes more than 100 best practice templates, guides, checklists, and samples.

Because the Toolkit is not vendor specific and may be applied across a variety of COTS software package implementations, including this BPA, the Contractor, shall be familiar with the Toolkit and include as part of the Marketing effort required above, a description of the Toolkit for their customers, and a link to the Enterprise Toolkit web site at: <http://www.eitoolkit.com>.

**F. Standards.**

1. **YEAR 2000 Compliance.** All Products provided under this BPA shall be Y2K compliant as defined in FAR 39.002.
2. **Section 508 of the Rehabilitation Act Compliance.**

The BMC vision is to deliver accessible and usable products by ensuring that the intent and spirit of the Section 508 law ([www.section508.gov](http://www.section508.gov)) is an intrinsic part of the product development lifecycle.

The Section 508 law requires U.S. federal agencies to procure and use products, involving Information Technology (IT), that afford federal employees with disabilities comparable access to technology as their non-disabled counterparts. Along with various U.S. state and international standards, the Section 508 technical requirements address the needs of individuals with disabilities including those with visual, hearing, mobility, and cognitive impairments.

BMC has established an internal Accessibility Program to address the requirements and ensure their viability within the development process. The overarching structure of the program is comprised of the following elements to drive product conformance:

**Operations:** overall program operations and day-to-day processes

**Investigation:** investigating customer needs to identify program focus

**Integration:** incorporation of accessibility into the BMC SOFTWARE development process

**Training:** awareness and technical training

**Information:** generation and cataloging of internal technical solutions, policies, and procedures

**Outreach:** participation on government committees, standards overview, and public relations

**Evaluation:** institution of an internal feedback mechanism and determination of the program's impact

**Improvement:** determining and implementing program enhancements

The Contractor's Section 508 compliancy information can be found at ([www.bmc.com](http://www.bmc.com)).

3. **Additional Clauses.** Orders issued against this BPA are subject to the clauses included in the underlying GSA Contract 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 Contract, 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 Governmentwide 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.

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.

<input checked="" type="checkbox"/>	252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
<input checked="" type="checkbox"/>	252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
<input checked="" type="checkbox"/>	252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
<input checked="" type="checkbox"/>	252.225-7001	Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
<input checked="" type="checkbox"/>	252.225-7012	Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).
<input checked="" type="checkbox"/>	252.225-7014	Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
<input checked="" type="checkbox"/>	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
<input checked="" type="checkbox"/>	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).
<input checked="" type="checkbox"/>	252.225-7021	Trade Agreements (NOV 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
<input checked="" type="checkbox"/>	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
<input checked="" type="checkbox"/>	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
<input checked="" type="checkbox"/>	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).
<input checked="" type="checkbox"/>	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

<input checked="" type="checkbox"/>	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).
<input type="checkbox"/>	252.227-7015	Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
<input type="checkbox"/>	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
<input type="checkbox"/>	252.232-7003	Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).
<input type="checkbox"/>	252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
<input type="checkbox"/>	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
<input type="checkbox"/>	252.247-7023	Transportation of Supplies by Sea (MAY 2002) ( <input type="checkbox"/> Alternate I) (MAR 2000) ( <input type="checkbox"/> Alternate II) (MAR 2000) ( <input checked="" type="checkbox"/> Alternate III) (MAY 2002) (10 U.S.C. 2631).
<input type="checkbox"/>	252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

3.1 **BMC Additional Clauses.** Please review Attachment B Section 22 Additional Terms.

## ATTACHMENT A

This ESI Contract W91QUZ-07-A-0006 shall cover the BMC products from GS-35F-0340W that are listed in this Attachment A. In addition, this ESI Contract W91QUZ-07-A-0006 shall cover products that are teamed from Four Points Technologies GSA schedule #GS-35F-0553P listed in this Attachment A.

**1. BMC Software, Inc. GSA PRODUCT PRICE LIST:** In an effort to increase the efficiency and accuracy in which BMC software products are offered to DoD customers, the link below shall replace Attachment A – “BMC Software ESI Price List Revised”. The link contains an exclusive list of BMC software products offered under this agreement. BMC shall maintain the link and perform updates to include new products as they become available, provided they fall within the scope of the agreement. All new products must be submitted to ASCP for review prior to posting.

<http://media.cms.bmc.com/documents/ESIPricing-BMC-ESI-Pricelist.pdf>

Special Solutions – Voluntary Price reductions and Special Orders- BMC and voluntarily reduce prices and labor rates at any time by giving advance notice (via e-mail, fax) to the BPA Contracting Officer and the U.S. Army Small Computer (ASCP) Product Manager. In addition, BMC may negotiate special discounts for specific orders for their respective clins. These special discounts shall be negotiated under clin BMC 1003, Special Solutions

**2. Four Points Technology LLC GSA PRODUCT PRICE LIST:** In an effort to increase the efficiency and accuracy in which Four Points Technology LLC products are offered to DoD customers, the link below shall replace Attachment A – “Four Points Price List”. The link contains an exclusive list of Four Points Technology products offered under this agreement.

[https://ascp.monmouth.army.mil/scp/downloads/contracts/am\\_bmc/Four%20Points%20Technology%20LLC%20BMC%20GSA%20Pricing%20Master%20List.pdf](https://ascp.monmouth.army.mil/scp/downloads/contracts/am_bmc/Four%20Points%20Technology%20LLC%20BMC%20GSA%20Pricing%20Master%20List.pdf)

**ATTACHMENT B  
END USER LICENSE AGREEMENT**

BY OPENING THE PACKAGE, INSTALLING, PRESSING "AGREE" OR "YES" OR USING THE PRODUCT, THE ENTITY OR INDIVIDUAL ENTERING INTO THIS AGREEMENT AGREES TO BE BOUND BY THE FOLLOWING TERMS. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT INSTALL OR USE THE PRODUCT, PROMPTLY RETURN THE PRODUCT TO BMC OR YOUR BMC RESELLER, AND IF YOU ACQUIRED THE LICENSE WITHIN 15 DAYS OF THE DATE OF YOUR ORDER CONTACT BMC OR YOUR BMC RESELLER FOR A REFUND OF LICENSE FEES PAID. IF YOU REJECT THIS AGREEMENT, YOU WILL NOT ACQUIRE ANY LICENSE TO USE THE PRODUCT.

This Agreement ("**Agreement**") is between the entity or individual entering into this Agreement ("**Customer**") and the BMC Entity for the applicable Territory as described in Section 19 ("**BMC**"). In addition to the restrictions imposed under this Agreement, any other usage restrictions contained in the Product installation instructions or release notes shall apply to your use of the Product.

**Territory:** The country where Customer acquired the license.

1. **GENERAL DEFINITIONS.**

"**Affiliate**" is an entity that controls, is controlled by or shares common control with BMC or Customer, with more than 50% ownership interest.

"**Documentation**" means the technical publications relating to the software, such as reference, user, installation, systems administrator and technical guidelines, included with the Product.

"**Licensed Capacity**" is the amount of each Product licensed as established in the Order. For licenses based on the power of a computer, Customer agrees to use BMC's then current computer classification scheme, which will be provided upon request.

"**Order**" is an agreed written or electronic document identifying the Products to be licensed, subject to the terms of this Agreement.

"**Product**" is the object code of the software and all accompanying Documentation delivered to Customer, including all items delivered by BMC to Customer under Support.

"**Support**" is the support services program as further specified in this Agreement.

2. **LICENSE.** Subject to the terms of this Agreement, BMC grants Customer a non-exclusive, non-transferable, perpetual (unless a non-perpetual license is provided on an Order) license, as specified in the relevant Order, to exercise the following rights to the Product up to the Licensed Capacity: (a) install on Customer's owned or leased hardware at a facility owned or controlled by Customer in the Territory; (b) operate solely for processing Customer's own data in Customer's business operations, and (c) make one copy of the Product for archival purposes only (collectively a "**License**"). If the Product design permits modification, then Customer may only use such modifications or new software programs for its internal purposes and otherwise consistent with the License. Affiliates may use and access the Products and Support under the terms of this Agreement, and Customer is responsible for its Affiliates compliance with the terms of this Agreement.

3. **RESTRICTIONS.** Customer agrees to not: (a) disassemble, reverse engineer, decompile or otherwise attempt to derive any Product source code from object code, except to the extent expressly permitted by applicable law despite this limitation; (b) distribute or provide the Product to any third party or use it in a service bureau, outsourcing environment, or for the processing of third party data, or for rental, lease, or sublicense; (c) provide a third party with the results of any functional evaluation, or performance tests, without BMC's prior written approval; (d) attempt to disable or circumvent any of the licensing mechanisms within the Product; or (e) violate any other usage restrictions contained in the Product installation instructions or release notes.

4. **PRODUCT PERFORMANCE WARRANTY.** Except for a trial license as described below, BMC warrants that the Product will perform in substantial accordance with its Documentation for a period of one year from the date of the Order. This warranty will not apply to any problems caused by software other than the Product, hardware not supplied by BMC, or misuse of the Product. No warranty is provided for additional Licensed Capacity.

5. **LIMITED REMEDIES.** BMC's entire liability, and Customer's exclusive remedy, for breach of the above warranty is limited to: BMC's use of commercially reasonable efforts to remedy defects covered by the warranty or replacement of the

defective Product within a reasonable period of time, or if BMC cannot remedy or replace such defective Product within such time period, then BMC will refund the amount paid by Customer for the License for that Product. BMC's obligations in this section are conditioned upon Customer's providing BMC written notice of the claim during the warranty period and full cooperation and access to the Product in resolving any claim.

6. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE PRODUCT IS PROVIDED WITH NO OTHER WARRANTIES WHATSOEVER, AND BMC, ITS AFFILIATES AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. BMC DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS CAN BE CORRECTED.

7. **PAYMENTS AND DELIVERY.** Customer will pay each License fee and/or Support fee upon receipt of invoice. Customer will pay, or reimburse, BMC or when required by law the appropriate governmental agency for taxes of any kind, including sales, use, VAT, excise, customs duties, withholding, property, and other similar taxes (other than taxes based on BMC's net income) imposed in connection with the License and/or the Support fees which are exclusive of these taxes. For Products that are delivered electronically, upon request from BMC, Customer agrees to provide BMC with Documentation supporting that the designated Product was received electronically. If Customer accepts any Product in a non-electronic format, there may be an additional charge and it is the sole responsibility of Customer to bear any sales/use tax obligation, penalties, and interest. The unpaid balance of each late payment bears interest at a rate equal to the lesser of 1% per month or the maximum amount permitted by law. All Products are licensed FOB shipping point. The Products are accepted on the date of the Order.

8. **PROPRIETARY RIGHTS AND CONFIDENTIALITY.** BMC, its Affiliates or licensors retain all right, title and interest to the Product and all related intellectual property and proprietary rights. The Product and any third party software provided with the Product are protected by applicable copyright, trade secret, industrial and other intellectual property laws. Customer may not remove any product identification, copyright, trademark or other notice from the Product. BMC reserves any rights not expressly granted to Customer. "**Confidential Information**" means all proprietary or confidential information that is disclosed to the recipient ("**Recipient**") by the discloser ("**Discloser**"), and includes, among other things (i) any and all information relating to products or services provided by a Discloser, its financial information, software code, flow charts, techniques, specifications, development and marketing plans, strategies, and forecasts; (ii) as to BMC, and its licensors, the Product and any third party software provided with the Product; and (iii) the terms of this Agreement, including without limitation, Product pricing information. Confidential Information does not include information that Recipient can show: (a) was rightfully in Recipient's possession without any obligation of confidentiality before receipt from the Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party without violation of a duty of confidentiality; (d) is independently developed by or for Recipient; or (e) is required to be disclosed by applicable law or court order. Recipient may not disclose Confidential Information of Discloser to any third party or use the Confidential Information in violation of this Agreement.

9. **DISCLAIMER OF DAMAGES.** EXCEPT FOR VIOLATION OF PROPRIETARY RIGHTS AND CONFIDENTIALITY (SECTION 8) AND INFRINGEMENT CLAIMS (SECTION 12), NEITHER PARTY, ITS AFFILIATES OR BMC'S LICENSORS ARE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THIS AGREEMENT, SUPPORT, THE PRODUCT OR ANY THIRD PARTY CODE OR SOFTWARE PROVIDED WITH THE PRODUCT (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST COMPUTER USAGE TIME, AND DAMAGE TO, OR LOSS OF USE OF DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IRRESPECTIVE OF NEGLIGENCE OF A PARTY OR WHETHER SUCH DAMAGES RESULT FROM A CLAIM ARISING UNDER TORT OR CONTRACT LAW.

10. **LIMITS ON LIABILITY.** EXCEPT IN THE CASE OF INFRINGEMENT (SECTION 12), OR BREACH OF CONFIDENTIALITY (SECTION 8), BMC'S TOTAL LIABILITY FOR DAMAGES OF ANY KIND IS LIMITED TO THE GREATER OF AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THE LICENSE TO THE APPLICABLE PRODUCT GIVING RISE TO SUCH DAMAGES. THE LIMITATION OF LIABILITY IN THIS SECTION WILL NOT APPLY IF AND TO THE EXTENT THE DAMAGE WAS CAUSED BY WILLFUL INTENT OR GROSS NEGLIGENCE ON THE PART OF EITHER PARTY.

11. **TRIAL LICENSE.** For Products provided without an Order and without charge Customer may only operate the Product on a trial basis for 30 days or longer time period if agreed to by BMC in writing, for purposes of evaluating whether Customer will acquire a license to the Product for a fee; and the Product is provided "AS IS" and without any warranty. BMC may terminate a trial license for its convenience upon notice to Customer.

12. **INFRINGEMENT CLAIMS.** If a third party asserts a claim against Customer asserting that Customer's use of a Product in accordance with this Agreement violates that third-party's patent, trade secret or copyright ("**Infringement Claim**"), then BMC will, at its own expense: (a) defend or settle the Infringement Claim; and (b) indemnify Customer for any damages finally awarded against Customer, but only if: Customer promptly notifies BMC of any Infringement Claim, BMC retains sole control of the defense of any Infringement Claim and all negotiations for its settlement or compromise, and Customer provides all reasonable assistance requested by BMC. BMC's obligations above will not apply if the Infringement Claim is based on (i) the use of Product in combination with products not supplied or approved by BMC in writing or in the Product's user manuals, or (ii) the failure of Customer to use any updates to such Product within a reasonable time after such updates are made available to Customer. If BMC believes a Product may violate a right, then BMC will, at its expense: (a) modify the Product, or (b) procure the right to continue using the Product, and if (a) or (b) are not commercially reasonable, terminate Customer's right to use the Product and (1) for any perpetual licenses, issue a refund based upon the applicable license fees paid, prorated over 48 months from the date of the Order under which the Products are initially licensed; and (2) for any non-perpetual licenses, release Customer from its obligation to make future payments for the Product or issue a pro rata refund for any fees paid in advance. This section contains Customer's exclusive remedies and BMC's sole liability for Infringement Claims.

13. **TERMINATION.** BMC may: (i) terminate an Order and the Licenses to the Products on that Order if Customer fails to pay any applicable fees due under that Order within 30 days after receipt of written notice from BMC of non-payment; or (ii) terminate all Licenses and this Agreement in whole or in part if Customer commits any other material breach of this Agreement and fails to correct the breach within 30 days after BMC notifies Customer in writing of the breach. Upon any termination of a License, Customer will immediately deinstall and stop using the relevant Product, and upon BMC's request, Customer will immediately return such Product to BMC, together with all related Documentation and copies, or certify its destruction in writing.

14. **AUDIT.** If requested by BMC not more than once a year, Customer agrees to deliver to BMC periodic written reports, whether generated manually or electronically, specifying Customer's use of the Product, and allow BMC to perform an audit at Customer's facilities during normal business hours to ensure compliance with the terms of this Agreement. Customer agrees to cooperate during any audit and to provide reasonable access to information and systems. If an audit reveals that Customer has exceeded the Licensed Capacity for a Product, Customer agrees to pay the applicable fees for additional capacity. If the understated capacity exceeds 5% of the Licensed Capacity of the applicable Product, then Customer agrees to also pay BMC's reasonable costs of conducting the audit.

15. **EXPORT LAWS.** Customer agrees not to import, export, re-export, or transfer, directly or indirectly, any part of the Product or any underlying information or technology except in full compliance with all United States, foreign and other applicable laws and regulations.

16. **RESERVED.**

17. **RESERVED.**

18. **U.S. FEDERAL ACQUISITIONS.** This Article applies to all acquisitions of the commercial Product subject to this Agreement by or on behalf of the federal government, or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other activity with the federal government. By accepting delivery of the Product, the government hereby agrees that the Product qualifies as "commercial" within the meaning of the acquisition regulation(s) applicable to this procurement. The terms and conditions of this Agreement shall pertain to the government's use and disclosure of the Product, and shall supersede any conflicting contractual terms and conditions. If the license granted by this Agreement fails to meet the government's needs or is inconsistent in any respect with Federal law, the government agrees to return the Product, unused, to BMC. The following additional statement applies only to acquisitions governed by DFARS Subpart 227.4 (October 1988): "Restricted Rights – Use, duplication and disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (Oct. 1988)."

19. **BMC ENTITIES.** The following licensing entities apply to this Agreement:

<b>Territory</b>	<b>Licensing Entity</b>	<b>Address of Licensing Entity</b>
United States, Canada and Latin America South (not a specified Central or South America country below)	BMC Software, Inc.	2101 CityWest Boulevard, Houston, Texas 77042
EMEA (Europe, Middle East and Africa)	BMC Software Distribution B.V.	Boeing Avenue 245, 1119 PE Schiphol Rijk, The Netherlands
Brazil	BMC Software do Brasil Ltda.	Rua Leopoldo Couto de Magalhães Jr, 758 - 14º andar, São Paulo – SP – Brazil
Mexico	BMC Software Distribution de México, S.A. de C.V.	Torre Esmeralda II Blvd. Manuel Avila, Camacho #36, Piso 23 Lomas de Chapultepec, CP11000, México D.F.
Argentina	BMC Software de Argentina S.A.	Ing. Butty 220 – Piso 14, Buenos Aires, Republica Argentina, C1001AFB
S.E.A (Southeast Asia), Australia, New Zealand, Korea, Hong Kong, Taiwan	BMC Software Asia Pacific Pte Ltd	One Temasek Avenue, #17-01 Millenia Tower, Singapore 039192
China	BMC Software (China) Limited	Suite 501-504, Level 5, Tower W1, The Towers, Oriental Plaza, #1 East Chang An Ave., Dong Cheng, Beijing 100738, China
Japan	BMC Software K.K.	Harmony Tower 24th Floor, 1-32-2 Honcho, Nakano-ku, Tokyo, 164-8721

20. **MISCELLANEOUS TERMS.** BMC is not liable for its failure to perform any obligation under this Agreement during any period in which performance is delayed by circumstances beyond BMC's reasonable control. A waiver by a party of any breach of any term of this Agreement will not be construed as a waiver of any continuing or succeeding breach. Customer may not assign or transfer this Agreement or a License to a third party, whether by merger or otherwise. Should any term of this Agreement be invalid or unenforceable, the remaining terms will remain in effect. BMC rejects all additional or conflicting terms of a Customer form purchasing document. The parties acknowledge they have read this Agreement and agree that it is the complete and exclusive statement of the agreement and supersedes any prior or contemporaneous negotiations or agreements, between the parties relating to the subject matter of this Agreement. This Agreement may not be modified or rescinded except in writing signed by both parties. The prevailing party in any litigation is entitled to recover its attorney's fees and costs from the other party. To the extent BMC Products include third party code: if (a) such third party code is provided for use with a Product, it may be used only with that Product; and (b) the Documentation contains terms that pertain to such third party code, those terms govern the third party code in place of the terms of the applicable Order and this Agreement; except that the third party terms will not (i) negate or amend the rights granted by BMC to Customer or the obligations undertaken by BMC in the applicable Order or this Agreement with respect to a Product; or (ii) impose any additional restrictions on Customer's use of the Product. The parties have agreed that this Agreement and the documents related thereto be drawn up in the English language. Les parties exigent que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

21. **SUPPORT.** Customer may acquire BMC support services ("**Support**") on an Order. Once Support is acquired for a Product, Customer is automatically enrolled in Support on an annual basis for all Licensed Capacity of that Product, unless either party terminates Support on all Licensed Capacity of a Product upon at least 30 days written notice prior to the next Support anniversary date. The annual fee for Support is based on BMC's then-current Support price list. BMC may change its Support terms, to be effective upon Customer's support anniversary date. BMC reserves the right to discontinue Support for a Product where BMC generally discontinues such services to all licensees of that Product. If Customer terminates Support and then re-enrolls in Support, BMC may charge Customer a reinstatement fee.

22. **ADDITIONAL TERMS.** The following additional terms are incorporated into this Agreement.

a. **GENERAL DEFINITIONS.**

"**Computer**" or "**Server**" has the meaning generally given within the computer industry, which is a single machine, whether a central processing unit, such as a mainframe machine, or a distributed systems machine, such as a Unix or

Intel based server. A mainframe machine would be an individual mainframe computer having single or multiple processors or engines.

**"Enterprise"** is the environment consisting of all hardware owned or leased by Customer in the Territory.

b. **LICENSE RESTRICTIONS.** The following restrictions apply to certain Products.

**Additional Restriction for BMC Service Desk Express Products:** No terms in any business objects license agreement embedded in the Product apply to the Product.

**Additional Restriction for BMC Remedy Products:** Customer may not bypass, in any way, the use of a concurrent or named user license to manage an update (including, without limitation, submitting a ticket to a parallel form and then using workflow to perform the update without a license).

**Additional License for BMC Service Desk Express Products:** Customer may make and operate 2 additional copies of the Product solely for internal pre-production configuration and testing purposes.

**Asset Management Product Restriction for BMC Configuration Management Products:** Each "Foundation Express" License is limited for use with one Client Endpoint, Device Endpoint, Server Endpoint, or Other Endpoint, as the case may be.

**BMC Performance Assurance Suite for Mainframes.** Any BMC Performance Assurance Suite for Mainframes Product and/or any BMC Performance Analyzer for Mainframes, BMC Performance Predictor for Mainframes, BMC Performance Perceiver for Mainframes, BMC Performance Analyzer for Mainframe Applications and other related products that may be released as part of the BMC Performance Assurance Suite for Mainframes must be licensed for all Computer(s) within the mainframe environment for which the Product or one of its components will process data or execute functionality on behalf of, regardless of whether the Product or one of its components is specifically installed on that Computer. The Products may be installed on or moved to any Computer(s) included in the licensed environment.

**BMC Performance Assurance Suite for Servers and Virtual Servers.** Any BMC Performance Assurance Suite Product and/or any BMC Performance Analyzer, BMC Performance Predictor, BMC Performance Perceiver, and other related products that may be released as part of the BMC Performance Assurance Suite for distributed systems environments are licensed to the Computer(s) for which the Products are initially assigned and may not be reassigned to another Computer(s) unless the original Computer(s) has been removed from service. A license is required for all Computers for which the Product or one of its components is installed and/or executes functionality on behalf of, regardless of whether the Product or one of its components is specifically installed on that Computer.

**Client Endpoint:** Is a non-Server Computer.

**Desktop/Mobile Management Product Restrictions for BMC Configuration Management Products:** Each "Desktop/Mobile Management" License is limited for use with one Client Endpoint.

- **Desktop/Mobile Patch Management Restriction:** A "Desktop/Mobile Patch Management" License may only be used to manage, deploy, update and inventory anti-virus software and security patches on one Client Endpoint.

- **Desktop/Mobile Patch Management Pack Restriction:** The Desktop/Mobile Application Management Product and the Desktop/Mobile Configuration Discovery Product that are shipped with the Desktop/Mobile Patch Management Pack License may only be used to manage, deploy, update and inventory anti-virus software and security patches on one licensed Client Endpoint, unless Customer has separately licensed the Desktop/Mobile Application Management Product and the Desktop/Mobile Configuration Discovery Product. Customer may not use the functionality of such Products for any other purpose.

- **BMC Configuration Management Desktop OS Management Restriction:** A "BMC CM Desktop OS Management" License may only be used to manage operating system migration activities on one Client Endpoint. Each BMC CM Desktop OS Management License: (a) may only be used on a licensed Client Endpoint that is licensed for use with both a Desktop/Mobile Application Management License and a Desktop/Mobile Configuration Discovery License; and (b) may not be redeployed or harvested to a different Client Endpoint.

- **Extranet Application Management Restriction:** An "Extranet Application Management" License may only be used on one Client Endpoint. The parties must mutually agree on the name of each Single Application and its primary function at the time of Order. Single Application is defined as a Tuner channel containing one application with one primary function, and Tuner is defined as is the client component of the Product configured by Customer for deployment on licensed Endpoints.

**Development License Restriction for BMC Remedy Products:** Customer will restrict this license to a server dedicated to development and testing only, and will not allow any production or commercial activity on that server.

**Device Endpoint:** Is a personal digital assistant or similar computing device.

**Device Management Product Restriction for BMC Configuration Management Products:** Each "Device Management" License is limited for use with one Device Endpoint.

**Endpoint:** Is a Client Endpoint, a Device Endpoint, a Server Endpoint, or Other Endpoint, as the case may be.

**Hot Backup License Definition and Restriction for BMC Remedy Products:** A hot backup license is a replicate of the Remedy production licenses on a backup server ("**Backup Server**"). Customer may access the Backup Server only when the customary server on which the AR System is installed fails or only in preparation of the Backup Server for such situation.

**Load Balanced System Restriction for BMC Remedy Products:** If Customer has multiple servers in a single logical environment pointing to a single AR System database instance, only one Instance of Remedy "per Instance" licenses is required for installation on these servers (except for the AR System, which must be licensed for each server).

**BMC Service Desk Express Suite Restriction for BMC Service Desk Express Products:** When purchasing Concurrent User licenses for the "Service Desk Express" Product, regardless of the number of such licenses purchased and regardless of the number of purchases made (including future purchases), Customer is restricted via license keys to a total of (i) five Concurrent Users conducting a process in the report environment of the Crystal Reports "Web Server" product which is embedded in the "Service Desk Express" Product and (ii) two named users accessing the "Crystal Reports Professional " product which is bundled with the "Service Desk Express" Product.

**BMC Configuration Management Control Center Module Restriction for BMC Configuration Management Products:** Each "BMC CM Control Center" License may be used by Administrators for the project for which it was licensed. An Administrator is defined as an employee with access to or the right to use the administrative components of the Product.

**BMC Configuration Management Developers Kit Definition and Restriction for BMC Configuration Management Products:** A "BMC CM Developers Kit" license allows Customer to embed the SDK Run Time Code, in unmodified object code form, into a single software application developed by Customer to create an "SDK Client." An SDK Client may only be used on or distributed to licensed Endpoints that are licensed separately by Customer. Each SDK Client must have a principal purpose and functionality substantially different than that of the SDK Run Time Code. Use of any software other than a Desktop/Mobile Management Product, a Device Management Product and/or a Server Management Product, as applicable, to invoke the update functionality of the SDK Run Time Code is expressly prohibited. SDK Run Time Code is defined as is the unmodified object code files in the BMC CM Product that are designated as re-distributable.

**Other Endpoint:** Is a router, a switch, a hub, or other network device, peripheral or hardware instrument, as the case may be.

**Server Endpoint:** Is a Computer or other device that provides a service for other Computers or devices connected to it via the Internet, an extranet, an intranet, another network, or otherwise.

**QuickPass** licenses do not include CONTROL-SA's Enterprise User Administration functionality.

**Server Management Product Restrictions for BMC Configuration Management Products:** Each "Server Management" License is limited for use per CPU - Subcapacity.

- **Server Patch Management Restriction:** A "Server Patch Management" License may only be used to manage, deploy, update and inventory anti-virus software and security patches per CPU - Subcapacity.
- **Server Patch Management Pack Restriction:** The Desktop/Mobile Application Management Product and the Desktop/Mobile Configuration Discovery Product that are shipped with the Server Patch Management Pack License may only be used to manage, deploy, update and inventory anti-virus software and security patches on licensed Server Endpoints, unless Customer has separately licensed the Desktop/Mobile Application Management Product and the Desktop/Mobile Configuration Discovery Product. Customer may not use the functionality of such Products for any other purpose. With respect to the above Server Management Licenses, Customer must comply with any restrictions designated at the time of Order on the maximum number of CPUs that may be included in each Server Endpoint.

- c. **UNITS OF MEASUREMENT.** The following units of measurement apply to certain Products.

**per adapter:** A license is required each time an adapter or an integration CLI is installed on a Computer, or a Computer is configured to directly communicate to a BMC impact manager product component using the EIF protocol, impact web server, or other API.

**per asset:** A license is required for every Server Endpoint, Client Endpoint, Device Endpoint or Other Endpoint monitored, managed or discovered by the Product.

**per Client Endpoint:** Is a non-Server Computer.

**per component:** A license is required for all objects that represent a physical or logical part of the service model.

**per concurrent access license:** A license is required for the maximum number of simultaneous sessions accessing the Product. Sessions are counted in packs of 5.

**per concurrent session:** A license is required for the maximum number of simultaneous sessions accessing the Product.

**per concurrent user/Floating License:** A license is required for the maximum number of individual employees or contractors of Customer to whom simultaneous access has been granted to the Product on a computer or multiple computers.

**per CPU – Full Capacity:** A “CPU” is a physical processor or central unit in a designated Computer containing the logic circuitry that performs the instructions of a Computer’s programs. A CPU may contain one or more processor cores. For each Computer upon which the Product is installed or managed, a license is required for the total number of CPUs in each Computer.

**per CPU – Subcapacity:** A “CPU” is a physical processor or central unit in a designated Computer containing the logic circuitry that performs the instructions of a Computer’s programs. A CPU may contain one or more processor cores. A license is required for all CPUs on which the Product is installed or managed.

**per database:** A license is required for the total allocated database space per host ID or physical Computer which the Product is managing. The total allocated database capacity cannot be segregated or aggregated into lower or higher ranges.

**per deployed robot:** A license is required for all PATROL End-to-End Response Timer robots deployed.

**per Device Endpoint:** Is a personal digital assistant or similar computing device.

**per engine:** A license is required for each mainframe general purpose engine on the server upon which the Product is installed and/or manages regardless of whether the Product or one of its components is installed on that Server.

**per enterprise:** A license is required per Customer or Client, or both, for its internal use only, regardless of the number of times Customer installs the Product in its Enterprise or its Client’s Enterprise. A “Client” is a third party whose data is processed by Customer, provided Customer is an authorized BMC service provider.

**per gigabyte range:** A license is required for the total allocated database space per host ID or physical Computer which the Product is managing. The Product may not be moved to another Computer unless the current Computer is taken out of service. The total allocated database capacity cannot be segregated or aggregated into lower or higher ranges among different Computers. For example: if Customer licenses 26-50 gigabytes, the Customer is only licensed for a maximum of 50 gigabytes in total across all the databases of the licensed Product on one particular Computer.

**per installed server:** A license is required for each Server (with a Classification at the appropriate Tier level, if applicable) upon which the Product or any of its components is installed.

**per instance:** A license is required for all named occurrences of the Product created or installed in the Enterprise.

**per Linux engine:** A license is required for all engines of a mainframe Computer on which Customer is running Linux, classified by Linux Group using BMC’s standard Computer classification.

**per managed component:** A license is required for all objects that represent a physical or logical part of the service model managed by the Product.

**per managed server:** A license is required for each Server (with a Classification at the appropriate Tier level, if applicable) upon which the Product or one of its components is installed and/or manages regardless of whether the Product or one of its components is installed on that Server.

**per monitored element:** A license is required for all remotely monitored elements, such as a Server, database, operating system, URL, firewall, storage, or network device.

**per monitored server:** A license is required for each Server (with a Classification at the appropriate Tier level, if applicable) which the Product or one of its components is monitoring regardless of whether the Product is monitoring it locally or remotely.

**per named user/Fixed License:** A license (with a Classification at the appropriate Level, if applicable) is required for all individual employees or contractors or clients of Customer to whom access has been granted to the Product on a computer or multiple computers typically via the issuance of a unique ID regardless of whether the individual is actively using the Product at any given time. **Internal User:** Refers to all employees (full time and part time) and contractors within a company whose information is being managed using the BMC IdM tools. Information on these users will typically be found in the HR database. **External User:** Refers to business partners and customers/ prospects whose information is being managed using the BMC IdM tools or employees (full or part time)/contractors of an organization who are licensed to use one or more of the following BMC Identity Management Tools: (1) BMC Identity User Administration (2) BMC Identity Password Management (3) BMC Identity Compliance Manager, provided the users have no more than 2 logons (access points) being managed by the IdM tools. **Archive User:** Refers to all users whose identity information is stored within the IdM system but is not being actively managed; the information could be

stored for the purpose of audit/ forensics etc. **Developer User:** Users who create or modify applications using the BMC Directory Management Studio.

**per node:** A license is required for the maximum number of Nodes which the Product manages and/or monitors. A "Node" is a network device (IP or non-IP) such as a router, switch or Computer.

**per port:** A license is required for the total port capacity of a managed storage networking device regardless of whether the port is in service. Storage networking devices typically include HBAs (Host Bus Adapters), Storage Switches and Directors. The total port capacity cannot be segregated or aggregated into lower or higher ranges.

**per project:** Is the specific project, facility or business unit, as the case may be, for which the relevant Product was licensed at the time of order.

**per Server Endpoint:** Is a Computer or other device that provides a service for other Computers or devices connected to it via the Internet, an extranet, an intranet, another network, or otherwise.

**per Service Management MIPS:** A license is required for the total aggregate number of MIPS for each Computer, including all Computers coupled in a parallel Sysplex environment, upon which the Product is installed, managed or monitored. MIPS Rating is the aggregate computing power (expressed in millions of instructions per second) of a Computer, using the MIPS rating set forth in the then current Gartner Group Rating Guide.

**per site:** A license is required for the physical site at which the Product is installed regardless of the number of times the Product is installed.

**per task:** A license is required for the maximum number of Tasks loaded into the daily CONTROL-M active environment in a 24-hour period. A "Task" contains the name of the JCL, CL, DCL, ECL, script or dummy processes that will execute as well as the scheduling criteria, flow control, resource usage and more. The numbers of steps or scripts executed within the named Task shall have no bearing upon the number of Tasks licensed – the sum total of the commands constitutes a single Task. **For CONTROL-M:** Licensed tasks equal the maximum number of tasks loaded into the daily CONTROL-M active environment in a 24 hour period. Each task contains the name of the JCL, CL, DCL, ECL, script or dummy processes that will execute as well as the scheduling criteria, flow control, resource usage and more. The numbers of steps or scripts executed within the named task shall have no bearing upon the number of tasks licensed – the sum total of the commands constitutes a single task. **For CONTROL-M/Assist:** Licensed tasks equal the maximum number of tasks that will interface a third party scheduler with the CONTROL-M active environment in a 24 hour period. Control-M/Assist may only be used to interface with the third party scheduler and may not be used to schedule or manage batch processes outside of the cross-scheduler dependencies. For all other task based Products, the maximum number of tasks that the Product is priced against, is measured as the maximum number of CONTROL-M tasks.

**per terabyte:** A license is required for the total aggregate storage capacity in the Enterprise.

**per third-party software:** A license is required for each installation of the third-party software product that interfaces with the Product.

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YOU AGREE THAT YOU HAVE READ THIS AGREEMENT AND INTEND TO BE BOUND, AS IF YOU HAD SIGNED THIS AGREEMENT IN WRITING. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, YOU WARRANT THAT YOU HAVE THE AUTHORITY TO ACCEPT THE TERMS OF THIS AGREEMENT FOR SUCH ENTITY.

Attachment C  
License & Support Discount Schedule

1. ESI Discount for both license and support is the net GSA Schedule Price less 1 percent.

Discount Example:

Full Product Name	MFG List License Price	GSA Net License Price	GSA Net Continuous Support Price (20% of net license fee)	GSA Net Fastrack Support Price (18% of net license fee)
BMC Atrium Dashboards and Analytics – User Add-on License (Up to 50)	\$1,600.00	\$1,361.50	\$272.30	\$244.98
		Less 1%	Less 1%	Less 1%
ESI Price:		\$1,347.89	\$269.58	\$242.53

ATTACHMENT D  
**REVISED FEES AND PAYMENTS (as of Dec 14, 2009)**

**FEES AND PAYMENTS**

- 1. GSA Industrial Funding Fee (IFF).** The BPA unit prices include the applicable GSA IFF. The contractor shall be responsible for all required filings to GSA and for payment of this fee in accordance with applicable GSA instructions.
- 2. Acquisition, Contracting, and Technical (ACT) Fee.** The cost of awarding, administering and managing this BPA is included in the prices charged to ordering activities. The ACT fee is 2%. The contractor shall remit the ACT fee on a calendar quarterly basis (i.e. January – March, April – June, July – September, and October – December) or as otherwise requested by the Software Product Manager (SPM). Payment is due thirty (30) days following approval of the Report of Sales for the completed quarter. ACT fees that have not been paid within the prescribed thirty (30) days 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 contract 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.
- 3. Fee Distribution.** The Army, Air Force, DLA, DISA and Navy are participating in a fee-sharing program. The Contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated Army, Air Force, DLA, DISA, Navy or DOD as appropriate. Marine Corps sales are reported under the Navy designation. Fee checks shall not be issued until written approval is received for the Report of Sales.

*(For a SmartBUY agreement, use the following: The Air Force, Army, DLA, DISA, Navy and GSA (for SmartBUY Federal government Civilian Agency orders) are participating in an ACT fee-sharing program. For orders within DoD, the 2% ACT fee is split equally between the DoD Component whose customer places the order and the Component that manages the contract. The Contractor 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 identified in the monthly Report of Sales. This field shall be notated Air Force, Army, DLA, DISA, Navy, DoD or Non-DoD as appropriate. In the case of SmartBUY orders (Federal Government Civilian Agencies) non-DoD orders and non DoD support contractor orders, excluding the Intelligence Community and non Coast Guard orders or support vendors to same, the 2% ACT fee is split equally between the Agency that manages the contract and GSA SmartBUY Program Management Office.)*

*(Enter Service fee sharing arrangement here. If the vendor is collecting fees under a separate CLIN it should be addressed here. See Navy [examples](#) below at 3.1 through 3.4)*

**3.1 ALL SALES:**

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. For example, an Air Force order issued against an ESI agreement managed by the Navy results in one half (or 1%) of the 2% fee being returned to the Air Force acquisition organization (listed under Air Force Sales). The Navy will retain the entire 2% fee under orders issued for Navy activities or those activities that do not collect a fee under the ESI agreements managed by the Navy. The contractor is responsible for distributing the ACT fee to all applicable Services in accordance with the instructions herein. The amount of ACT Fee due the Navy shall be calculated at 1% for Army sales, 1% for Air Force sales, 1% for DLA sales, 1% for DISA sales and 2% for all other sales.

The contractor shall remit ACT Fee to the address provided below 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 (*fill in applicable #*)  
DoD (*fill in name of agreement*) Enterprise Software Agreement  
ACT Fee

**For US Postal Service mail or USPS Express Mail:**

**SPAWARSYSCEN PACIFIC**  
Code 55190, Bldg. 91  
Attn: Henry Ingorvate  
53560 Hull Street  
San Diego, CA 92152-5001

**For Federal Express, United Parcel Service, DHL or Other Courier Services:**

**SPAWARSYSCEN PACIFIC**  
Shipping and Receiving  
Receiving Officer (OT 7)  
Attn: Henry Ingorvate  
Code 55190, Bldg. 91  
4297 Pacific Hwy.  
San Diego, CA 92110

**Email a copy of the ACT Fee remittance check to the SPM.**

### **3.2 ARMY SALES:**

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

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "Treasurer of the United States". Checks must be notated with the following information:

BPA (*fill in applicable #*)  
SCP Fee Reimbursement

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

Send check and transmittal letter to:  
Project Director, Computer Hardware, Enterprise Software and Solutions (PD CHESS)  
PEO Enterprise Information Systems  
SFAE-PS-SCP (Attn: Margaret Kirsch)  
Squier Hall, Bldg. 283  
Fort Monmouth, NJ 07703

Email a copy of the check and letter to: [MONM-EISASCPVndrRpts@Conus.army.mil](mailto:MONM-EISASCPVndrRpts@Conus.army.mil)

### **3.3 AIR FORCE SALES:**

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

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "3801-LI". Checks must be notated with the following information:

BPA (*fill in applicable #*)  
ESI-SW Fee Sharing

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

Send check and transmittal letter to:  
Disbursing Operations Directorate  
FOR: 3801-Limestone Field Site  
8899 E 56th Street  
Indianapolis, IN 46249-9339

Email a copy of the check and letter to: [HQ754ELSG/ESTFinancials@gunter.af.mil](mailto:HQ754ELSG/ESTFinancials@gunter.af.mil)

Please include with the above documents the Customer Usage Check Report (CCR) and Delivery Order Status Report (DOSR) or the Report of Sales (per BPA requirements)

Subject Line Format of e-mail should be as follows:

Contract Number with hyphens, CCR or DOSR Month Year, Contract Name, Contractor Name

[Example: FA0000-00-A-0000, CCR June 2006, ESI SW, Vendor, Inc.]

Point of Contact regarding any questions:

Ricky Blackmon

Phone: 334-416-2888

Email: [ricky.blackmon@gunter.af.mil](mailto:ricky.blackmon@gunter.af.mil)

Mail is also an alternative means of submitting copies. Please forward a copy to the address below:

HQ 754 ELSG/ESQ  
Attention: Ricky Blackmon  
<mailto:Karen.Molloy@gunter.af.mil> 490 East Moore Drive, Bldg 892  
MAFB-Gunter Annex, AL 36114-3014

### 3.4 DLA SALES

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

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "Treasurer of the United States". No transmittal letter is required with submission of DLA fee checks.

Checks must include the following information to ensure proper crediting of the payment:  
BPA (*fill in applicable #*)  
DoD (*fill in name of agreement*) Enterprise Software Agreement  
Quarterly ACT Fee

Send check to:  
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 a copy of the check to:  
Email: [Susan.Lizzi@dla.mil](mailto:Susan.Lizzi@dla.mil)

### 3.5 DISA SALES

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

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "Treasurer of the United States". Checks must be notated with the following information:

BPA (*fill in applicable #*)  
DoD (*fill in name of agreement*) Enterprise Software Agreement  
Quarterly ACT Fee

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

Send check and transmittal letter to:  
DFAS-CO  
Finance and Accounting Office  
Attn: Disbursement Office (Tom Triplett)  
3990 East Broad St., Bldg. 21

Columbus, Ohio 43213

Direct questions to Jonnice Medley, 703-681-2091

Provide copies of this letter and check to: [jonnice.medley@disa.mil](mailto:jonnice.medley@disa.mil).

*For SmartBUY agreements add the below:*

### **3.6 GSA SALES**

The amount of ACT Fee due GSA shall be calculated at 1% of all Civilian agency sales. Remit ACT Fee by electronic payment using pay.gov(ww.pay.gov). Payments can be made via Automated Clearing House (ACH) and credit cards. For technical assistance with pay.gov, please contact pay.gov on (800) 624-1373, (216) 579-2112, or pay.gov.clev.frb.gov. To access pay.gov - 1. Go to the pay.gov website located at [www.pay.gov](http://www.pay.gov). 2. Under the heading "Find Public Forms" - select by Agency Name. 3. Select "G" 4. Select General Services Administration. 5. Select Smart. BUY. 6. Complete the forms and submit your payment to pay.gov. Send an email notification of payment to pebble.randoph@gsa.gov.

**ATTACHMENT E**  
**Report of Sales and Fee For Service Formats**

**1. General Information (applies to all reports)**

**1.1 ASCP Manages Data by Contract:**

- a. Reports must be submitted and managed by contract. Vendors with more than one contract with ASCP must maintain contract data integrity by submitting and managing separate reports for each contract. ASCP will not accept mixed contract data submitted in the same report.

**1.2 Online FAQ / Tutorial:**

- a. Click on the following link for an online FAQ / Tutorial:
- b. [https://ascp.monmouth.army.mil/files/ascp\\_cd.pps](https://ascp.monmouth.army.mil/files/ascp_cd.pps) (Requires Power Point)

**1.3 Report Format:**

- a. Tab Delimited Variable (.tab). The file shall have text only. No formatting, "hard line returns", embedded special characters, or word wrapping within a column.
- b. All reports must have complete column headings in the first line.

**1.4 Report Delivery:**

- a. All reports shall be emailed as attachments to [amse1-dsa-scp-cr@mail1.monmouth.army.mil](mailto:amse1-dsa-scp-cr@mail1.monmouth.army.mil)
- b. Please compress/zip large files. The file extension .zip cannot be used. Rename .zip files to .xxx.

**1.5 Reports are due:**

- a. In accordance with this document as indicated for each report.

**1.6 Rejection of reports:**

- a. Vendor reports will be loaded via an automated process; therefore ASCP reserves the right to reject reports submitted by the vendor if required information is missing or if the file is unusable due to formatting issues. Report submissions must meet the formatting guidelines in this document. Each report will be checked by ASCP for content as well as formatting. If ASCP rejects a report, the report will be returned to the vendor with explanations identifying the problem(s).
- b. The vendor must make the necessary corrections and resubmit the report in its entirety within three (3) business days from the day the report was returned.
- c. The online FAQ / Tutorial provides examples of common rejection reasons.

**1.7 Revised Reports:**

- a. Revised reports must be submitted as a complete file (i.e. make changes/corrections to the original file and resubmit the entire file, not just what was changed).
- b. The file name format when submitting revised files must follow the file name format stipulated for each report (Order Transaction, Product Attributes, Fee for Service) with the addition of (Rev) immediately preceding the file extension .tab. For example, the first revision of an OT report would be named Contractnumber\_OT\_yyyy\_mm\_dd\_cum-1(Rev1).tab. Subsequent revisions to the same file should indicate the revision number (e.g. Rev2, Rev3, etc).

**1.8 File Names:**

- a. File names must not exceed 50 characters. The date in the file name should be the submission date and should not indicate the end or start dates of data within the report.

**2. Order Transaction (OT) report**

- a. The OT report provides sales data that populates the ASCP database. This data is used to calculate sales against the contract and provides visibility into the quantity and types of products sold on the contract.
- b. OT reports shall be submitted quarterly. OT reports are due within 15 calendar days of each quarterly reporting period.

- c. The OT report is cumulative in nature. **Each report shall include all transactions** (i.e., Credit Card and Paper Orders) from contract inception up to the end of the month preceding the submission date of the file.
- d. A **negative report** for OT is required to inform ASCP that there have been no sales to date on this contract. A file is still required with the following column entries mandatory:
- Column labeled "Contract Number"
  - Column labeled "Vendor Reported Total of this file" (entry is 0.00)
  - Column labeled "Contract Sales to Date" (entry is 0.00)
  - Column labeled "File Name"
- e. The file name format for the OT report is: ContractNumber\_OT\_yyyy\_mm\_dd\_cum-1.tab. A mutually agreeable cut-off date for the cum-1 report will be determined. New cumulative files shall only contain data not already reported in prior cumulative files (e.g. cum-1). Subsequent files shall be named ContractNumber\_OT\_yyyy\_mm\_dd\_cum-2.tab, cum-3, cum-4, and so on.
- f. The dollar amount reflected in column labeled "Dollar amount of Transaction" must match the total transaction value.
- g. Column labeled "Date of Transaction" must reflect the effective date of the order. For example: block 3 of the SF 1449. For credit card orders, the date shall reflect the date the order is entered into the contractor's system.
- h. Entries for column labeled "Country" must come from the ASCP "Country List" found at <https://ascp.monmouth.army.mil/scp/content/countrylist.jsp>.
- i. Entries for columns labeled "Service or Agency" and "Army Activity" must come from the ASCP "Service/Agency" and "Army Activities" lists found at <https://ascp.monmouth.army.mil/scp/content/activitylist.jsp>.
- j. Column labeled UNSPSC" must contain a United Nations Products and Services Code (UNSPSC) for each CLIN. Sample UNSPSC codes are shown below. UNSPSCs for other products in ECCMA format can be found at <http://www.eccma.org/new/>

**Sample UNSPSC Codes are below.**

**NOTE:** Please use the latest UNSPSC codes from ECCMA (For ESI Contracts, the applicable codes would be Software and Services).

<u>Equipment</u>	<u>UNSPSC in ECCMA Format</u>
Server 32-bit	43.21.15.01.00 (Computer Servers)
Server 64-bit	43.21.15.02.00 (High end Computer Servers)
Workstation	43.21.15.07.00 (Desktop Computers)
Desktop PC	43.21.15.08.00 (Personal Computers)
Notebook	43.21.15.03.00 (Notebook Computers)
Thin Client	43.21.15.06.00 (Thin Client Computers)
Storage	43.20.22.06.00 (Storage drive or input device)
Network Products	
(Routers/Switches)	43.22.26.00.00 (Network Service Equip)
Printers	43.21.21.00.00 (Computer Printers)
Software	43.23.00.00.00 (Software)
Services	81.11.00.00.00

k.. Equipment ancillary items, such as internal disk drives, memory modules, etc. sold as separate line items should be coded with the UNSPSC for that specific item, **NOT** with the UNSPSC for the equipment item with which they are related (i.e. server, workstation, etc.)

l. If a CLIN contains a mixture of items shown above the UNSPSC for that CLIN should identify the dominant items or that best describes the solution provided under the CLIN.

m. **REPORTING INSTRUCTIONS FOR "SPECIAL SOLUTIONS" CLIN(S):**

Special Solutions orders are generally comprised of a mixture of software products/services and are priced at the top level. The following example illustrates the correct format for reporting Special Solutions orders on the OT report. Example is based on a \$5,000,000 "Special Solutions" order that is made up of 3 different software products.

CLIN#	ITEM DESCRIPTION	CLIN QUANTITY	CLIN U/P	CLIN EXTENDED U/P	DOLLAR AMT OF TRANSACTION
1003	Oracle "Special Solutions"	1	5,000,000.00	5,000,000.00	5,000,000.00
ORA-123	Software Product #1	5	0.00	0.00	5,000,000.00
ORA-124	Software Product #2	2	0.00	0.00	5,000,000.00
ORA-125	Software Product #3	10	0.00	0.00	5,000,000.00

The BPA CLIN number(s) for the product(s) that comprise the "Special Solutions" order must appear in the CLIN column. Quantity must be specified also. Enter CLIN Unit Price and Extended Unit Price as 0.00 (Special Solutions orders are priced at the top level). Repeat Dollar Amount of Transaction for all items in the order.

**MIGRATIONS:** Use the Special Solutions CLIN to report migrations. In the Item Description column, enter "(Vendor) Special Solutions - Migration". For CLIN Quantity, enter 1. CLIN Unit Price and CLIN Extended Unit Price should be the same. Dollar amount of transaction is the CLIN Extended Unit Price plus the ACT Fee.

n. Since the OT report is cumulative, vendors may correct previously reported information in subsequent reports (see Section 1. General Information, Revised Reports) such as:

- o Removing a cancelled order or an order/mod previously reported in error.
- o Correcting dollar amounts previously reported by an order/mod.
- o Correcting items ordered previously reported for an order/mod.

### 3. Product Attribute (PA) report

- a. The PA report is a representative sampling of products that are contained in the contractor's catalog. Products identified in the PA report determine the level of customer visibility of the contractor's products on the ASCP web site.
- b. The file name format for the PA report is Contractnumber\_PA\_yyyy\_mm\_dd.tab
- c. Product Attributes (PA) are required for Servers, Thin Clients and Storage.
- d. The PA report/file must be a full replacement. ASCP will replace the vendors existing PA file with the most recent submission. Partial updates are not permitted.
- e. Product Attribute reports are due, no later than 10 days from when:
  - o Catalog products have changed or
  - o New products are added to the catalog
- f. Each item in the PA file should provide, in column labeled "Description", an easy to understand description of the product.
- g. Each item in the PA file must have a unique item number which must be consistent throughout the lifecycle of that item.
- h. Items with prices of \$0.00 will automatically default to "RFQ required" regardless of what is entered in column labeled "Item Type".
- i. UNSPSC codes for column labeled "UNSPSC" can be found at <http://www.eccma.org/new>. Please also refer to the sample UNSPSC codes under section 2 (Order Transaction (OT) Report).

### 4. Fee for Service (FFS) Report

- a. This report applies to applicable ESI Agreements only.
- b. FFS Report is due to ASCP the 30th calendar day after each calendar quarter (Example: FFS Report for the period 1 January thru 31 March is due by 30 April)
- c. The data reported is for that reporting period only (not a cumulative listing).
- d. If no payments were received during the previous quarter, a negative report is required.
- e. This report must be submitted as a Microsoft Excel spreadsheet, to [amsel-dsa-scp-cr@mail1.monmouth.army.mil](mailto:amsel-dsa-scp-cr@mail1.monmouth.army.mil), with a copy furnished to the cognizant ASCP Product Leader.
- f. No extra spaces, commas or ampersands allowed in this spreadsheet. Dashes are allowed. File name must be in the following format: Contract Number/Calendar Quarter/Calendar Year (Example: W91QUZ-07-A-1234 1Q2007)

g. Vendor must ensure that leading zeros are not dropped. For example, order number 0030 should not appear on the report as 30.

h. **SPECIAL NOTE TO VENDORS:** All reports are cross-referenced for reconciliation and therefore, data must be consistent in all reports submitted (i.e., order number, dates, dollar amounts, etc.).

### Report of Sales Format

#### Order Transactions (OT)

Column Name	Format	Required?	Comments
Contract Number	Alphanumeric (21)	Y	<a href="#">Enter the Contract Number</a> Example: W91QUZ-07-D-XXXX
Order Number	Alphanumeric (50)	Y	Enter the delivery order number. Must be unique when combined with the contract number
Modification Number	Alphanumeric (50)	Y*	* Required only when reporting mods. NOTE: <i>This may be a vendor assigned number indicating a transaction reported previously needs to be modified. Example: A credit card transaction.</i>
Transaction Type	Alphanumeric (2)	Y	CC = Credit Card, DO= Delivery Order/Paper Order
Date of Transaction	DD-MMM-YYYY	Y	Date of the order or modification (i.e. 14-FEB-2006)
Date Transaction Cancelled	DD-MMM-YYYY	Y*	* Required for cancelled transactions
UNSPSC	Alphanumeric (14)	Y	Updated UNSPSC codes can be found at <a href="http://www.eccma.org/new">http://www.eccma.org/new</a>
CLIN Number	Alphanumeric (39)	Y	Contract Line Item Number (CLIN) Unique contract identifier of item being ordered (as identified in contract) <b>NOTE: When reporting "SPECIAL SOLUTIONS" CLIN(s) please follow instructions in Section 2.</b>
Item Description	Alphanumeric (250)	Y	A short description of the item/CLIN that was purchased. Example: OEM, Make, Model
CLIN Quantity	Number (11,0)	Y	Quantity being ordered.
CLIN Unit Price	Number (11,2)	Y	Price per item. Price should reflect the unit price in dollars and cents. Do not round up to whole dollars and use only <b>two</b> decimal places to indicate "cents." (e.g. 10125.15) .
CLIN Extended Dollar Amount	Number (11,2)	Y	Extended Dollar Amount = (CLIN quantity x unit price). The sum of this column must equal the total of all orders in this file. Do not round up to whole dollars and use only <b>two</b> decimal places to indicate "cents." (e.g. 10125.15).
Dollar amount of Transaction	Number (12,2)	Y	Total dollar amount of the transaction (order or order mod). Do not round up to whole dollars and use only <b>two</b> decimal places to indicate "cents." (e.g. 10125.15) .
POC Last Name	Alphanumeric (50)	Y	Customer's Last Name
POC First Name	Alphanumeric (50)	Y	Customer's First Name.
POC Title	Alphanumeric (50)	N	Customer's Title (i.e. COL, Mr., Ms., etc.).
Telephone Number	Alphanumeric (50)	Y	Customer's telephone number. Format: 9999999999
Email address	Alphanumeric (100)	Y	Customer's email address.
Street Address 1	Alphanumeric	Y	First line of the Customer's Ship-To address.

	(100)		
Street Address 2	Alphanumeric (100)	N	Second line of the Customer's Ship-To address.
Street Address 3	Alphanumeric (100)	N	Third line of the Customer's Ship-To address.
City	Alphanumeric (100)	Y	Customer's Ship-To City.
State	Alphanumeric (2)	Y	Customer's Ship-To State for USA only. Post office two character abbreviation.
Country	Alphanumeric (2)	Y	Indicate the "Ship-To" country. Entry must be "US" for the United States or the 2-Character country code abbreviation from the Service/Agency/Country Code list located at <a href="https://ascp.monmouth.army.mil/scp/content/countrylist.jsp">https://ascp.monmouth.army.mil/scp/content/countrylist.jsp</a> . This column is only 2-characters wide so you must use the abbreviations only.
5-digit Zip Code	Number (5)	Y	Five-digit Customer Ship-To zip code.
4-digit Zip Code Ext.	Number (4)	N	Four-digit extension Customer Ship-To zip code.
End User Service or Agency	Alphanumeric (20)	Y	Use the abbreviation from the Service/Agency/Country Code list located at <a href="https://ascp.monmouth.army.mil/scp/content/activitylist.jsp">https://ascp.monmouth.army.mil/scp/content/activitylist.jsp</a>
Army Activity	Alphanumeric (20)	Y*	* Required if previous column equals " Army". Use the abbreviation from the Army Activity list located at <a href="https://ascp.monmouth.army.mil/scp/content/activitylist.jsp">https://ascp.monmouth.army.mil/scp/content/activitylist.jsp</a>
Comments	Alphanumeric (250)	N	Free text.
Reduced/Waived ACT Fee	Alphanumeric (6)	Y	If transaction involves a Reduced or Waived ACT Fee, indicate here. <b>R</b> = Reduced ACT FEE <b>W</b> = Waived ACT FEE
Order Discount	Number (10)	Y	Enter discount percent on order using the following format: A 40% discount should be entered as .40
Vendor Reported Total for this file	Number (12,2)	Y	The sales on contract that are included in this file being submitted.
Contract Sales to Date	Number (12,2)	Y	Total Sales to date on this contract.
File Name	Alphanumeric (50)	Y	Exact file name that is being submitted.

Product Attributes (PA)

Column Name	Format	Required?	Comments
Contract Number	Alphanumeric (21)	Y	<a href="#">Enter Contract Number (including dashes).</a> Example: W91QUZ-07-D-XXXX
Report Type	Alphanumeric (1)	Y	Please Enter "F" for Full Catalog Replacement
Disposition	Alphanumeric (1)	N/A	Leave Blank
Item Type	Alphanumeric (1)	Y	Enter "2" if an RFQ is required prior to purchasing this item. Enter "3" if this item is orderable online from ASCP without restrictions.
Item Number	Alphanumeric (39)	Y	Unique number for the item. For example, product #, manufacturer part #, contract line item. <b>Must be Unique for each item.</b>
UNSPSC	Alphanumeric (14)	Y	Updated UNSPSC codes can be found at <a href="http://www.eccma.org/new">http://www.eccma.org/new</a>
Price	Number(12,2)	Y	Price per item. Price should reflect the unit price in dollars and cents. Do not round up to whole dollars and use only two decimal places to indicate "cents." (e.g. 10125.15)
Unit of Issue	Alphanumeric(12)	Y	Unit of issue (ea., lot)
Manufacturer	Alphanumeric(40)	N	
Model	Alphanumeric(40)	N	
Warranty	Alphanumeric(10)	N	
Specification sheet url	Alphanumeric(250)	N	Provide a URL for the spec sheet of the product
Photo url	Alphanumeric(250)	N	Provide a URL for the photo of the product
Description	Alphanumeric(250)	Y	
related_to_item_1	Alphanumeric(39)	N	Refer to the related item paragraph below
related_to_item_2	Alphanumeric(39)	N	Refer to the related item paragraph below
related_to_item_3	Alphanumeric(39)	N	Refer to the related item paragraph below
related_to_item_4	Alphanumeric(39)	N	Refer to the related item paragraph below
related_to_item_5	Alphanumeric(39)	N	Refer to the related item paragraph below
Attribute 1	Alphanumeric(250)	Y*	* Required for Servers, Storage and Thin Clients See Attribute Legend below
Attribute 2	Alphanumeric(250)	Y*	* Required for Servers, Storage and Thin Clients See Attribute Legend below
Attribute 3	Alphanumeric(250)	Y*	* Required for Servers, Storage and Thin Clients See Attribute Legend below
Attribute 4	Alphanumeric(250)	Y*	* Required for Servers, Storage and Thin Clients See Attribute Legend below
Attribute 5	Alphanumeric(250)	Y*	* Required for Servers, Storage and Thin Clients See Attribute Legend below
Attribute 6	Alphanumeric(250)	Y*	* Required for Servers, Storage and Thin Clients See Attribute Legend below
Attribute 7	Alphanumeric(250)	Y*	* Required for Servers and Thin Clients See Attribute Legend below
Attribute 8	Alphanumeric(250)	Y*	* Required for Servers and Thin Clients See Attribute Legend below
Attribute 9	Alphanumeric(250)	Y*	* Required for Servers and Thin Clients See Attribute Legend below
Attribute 10	Alphanumeric(250)	Y*	* Required for Servers See Attribute Legend below
Attribute 11	Alphanumeric(250)	Y*	* Required for Servers See Attribute Legend below
Attribute 12	Alphanumeric(250)	Y*	* Required for Servers See Attribute Legend below
Attribute 13	Alphanumeric(250)	Y*	* Required for Servers See Attribute Legend below

File Name	Alphanumeric(50)	Y	Exact file name that is being submitted.
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**Related Items**

The columns named "related\_to\_item\_1 thru related\_to\_item\_5" are used to associate related items to the primary item. The rules for using related items are:

- a. Only 1 item per row may be specified
- b. You may associate up to 5 items
- c. All items must be from the same contract

**Fee for Service (FFS) Report**

Column Name	Format	Required?	Comments
Report Number	Alphanumeric (24)	Y	Must be in the following format: Contract Number/Calendar Quarter/Calendar Year (Example: W91QUZ-07-A-1234 1Q2007)
Report Type	Alphanumeric (21)	Y	Use one of the following codes: <b>I</b> Initial Report <b>R</b> Replace all previously reported information with this new data <b>M</b> This report modifies some of the information reported during this time frame
Report Start Date	DD-MMM-YYYY	Y*	Example: 01-MAR-2007
Report End Date	DD-MMM-YYYY	Y	Example: 01-MAR-2007
Contract Number	Alphanumeric (21)	Y	Example: W91QUZ-07-A-1234
Order Number	Alphanumeric (30)	Y*	Must be reported <b>exactly</b> as shown on the customer's order.
Order Mod Number	Alphanumeric (25)	Y	Data required <b>only</b> when reporting an order modification.
Dollar Amount of Transaction	Number	Y	Reflects dollar amount of the transaction (order or Mod being reported). <b>No formatting</b> (i.e., no \$ signs, commas, etc.)
Date Transaction Sent to Vendor	DD-MMM-YYYY	Y	Example: 01-MAR-2007
ACT Fee for Transaction	Number	Y	Enter amount of ACT Fee for Transaction <b>No formatting</b> (i.e., no \$ signs, commas, etc.)
Reduced/Waived ACT Fee	Alphanumeric (6)	Y	If transaction involves a Reduced or Waived ACT Fee, indicate here. <b>R</b> - Reduced ACT Fee <b>W</b> - Waived ACT Fee
Previous Payment Made on Transaction	Number (12,2)	Y	If applicable.
Current Payment	Number (12,2)	Y	If applicable.
Remaining Amount to be Paid	Number (12,2)	Y	If applicable.
Transaction Type	Alphanumeric (2)	Y	Order Types are as follows: CC = Credit Card DO = Direct Ordering (paper order)
Other Agency Share Fee Payable	Number (12,2)	Y	If applicable. Fee Share amount due to Navy, Air Force, DLA or GSA (for non-DoD orders on SmartBUY Agreements) . Calculation: 50% of Current Payment Amount
Other Agency for Fee Share	Alphanumeric (21)	Y	If applicable. Identify as 'USN', 'DLA', 'USAF' generated Delivery Order . Enter 'GSA' for non-DoD orders on SmartBUY Agreements.
Army Fee Payable	Number (12,2)	Y	Required for Army-managed ESI agreements. Calculation: Current Payment Amount minus Previous Payment Made on Transaction
Non-DoD Agency	Alphanumeric	Y	Applicable to SmartBUY Agreements only. Enter name of End User

	(2000)		Agency for Non-DoD Orders
Order Discount	Number (10)	Y	Enter discount percent on order using the following format: A 40% discount should be entered as .40
Comments	Alphanumeric (2000)	Y	Free Text
ACT Fee Recap	Alphanumeric (100)		Enter Amounts Due Each Service for This Report
			Army & Other DoD ACT Fee:
			Air Force ACT Fee:
			DLA ACT Fee:
			GSA ACT Fee:
			Navy ACT Fee:
			TOTAL:

(End of Summary of Changes)