AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page
Firm Fixed Price	1 Of 21

2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req No.	5. Project No. (If applicable)
P00025		SEE SCHEDULE	

6. Issued By Code W52P1J

ARMY CONTRACTING COMMAND - RI
MEGAN M. FRANCIS
ROCK ISLAND, IL 61299-8000
BLDGS 60 & 390

EMAIL: MEGAN.M.FRANCIS@US.ARMY.MIL

7. Administered By (If other than Item 6) Code

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

IMMIXTECHNOLOGY, INC.
8444 WESTPARK DR STE 200
MCLEAN, VA 22102-5112

Code 3CA29 Facility Code

☐ **9A. Amendment Of Solicitation No.**

9B. Dated (See Item 11)

☒ **10A. Modification Of Contract/Order No.**

DABL01-03-A-1006

10B. Dated (See Item 13)

2012JUL19

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers 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 amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)

NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.

☐ **A. This Change Order is Issued Pursuant To: 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 data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).**

☒ **C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:** FAR 52.212-4(c) changes

☐ **D. Other (Specify type of modification and authority)**

E. IMPORTANT: Contractor ☐ **is not,** ☒ **is required to sign this document and return** _____ **copies to the Issuing Office.**

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

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)
SCOTT NEEDLEMAN, VP	JILL M. SOMMER JILL.M.SOMMER.CIV@MAIL.MIL (309)782-3582
15B. Contractor/Offeror (Signature of person authorized to sign)	**15C. Date Signed** 5/13/14
16B. United States Of America By _____ (Signature of Contracting Officer)	**16C. Date Signed**

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: MEGAN M. FRANCIS
Buyer Office Symbol/Telephone Number: CCRC-TA/(309)782-2234
Type of Contract: Firm Fixed Price
Kind of Contract: Other
Type of Business: Other Small Business Performing in U.S.
Surveillance Criticality Designator: C
BPA Expiration Date: 2016MAR02

*** End of Narrative A0000 ***

The purpose of this modification to DABL01-03-A-1006 is to amend the existing BPA to incorporate the following language:

1. Introduction

Federal Acquisition Streamlining Act:

In the spirit of the Federal Acquisition Streamlining Act, the Army Contracting Command, on behalf of the U.S. Department of Defense (DoD) Enterprise Software Initiative (ESI) (referred to hereafter as the Government or DoD) and ImmixTechnology (the Contractor) enter into this Blanket Purchase Agreement, which includes all Attachments (collectively referred to as the BPA or Agreement) as of the effective date identified in Block 3 of SF 1449(the "Effective Date").

GSA FSS Contract:

GSA Federal Supply Schedule (FSS) Contract Blanket Purchase Agreements reduce contracting and open market costs such as: search for sources, development of technical documents, solicitations, and the evaluation of Offers.

This BPA is entered to reduce the administrative costs of acquiring commercial products and services from the General Service Administration (GSA) Federal Supply Schedule (FSS) Contract(s) [GS-35F-0265X] (the FSS Contract).

DoD ESI:

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

All orders placed against this BPA are subject to the terms and conditions of the FSS Contract and the DoD ESI BPA of the successful offeror. The items on the BPA are set forth in Attachment B-1. License terms and conditions applicable to products acquired under the BPA are defined in the Master Software Agreement, Chapter 1 General Information, Chapter 5 Special Item 132-33: Perpetual Software License, and Appendix S IBM Passport Advantage Agreement as identified in Section J.

2. Obligation

Extent of Obligation:

The Government is obligated only to the extent of authorized purchases actually made under this Agreement. There is no minimum guarantee.

Funds Obligation:

This Agreement does not obligate any funds. Funds, if any, will only be obligated on each delivery order.

3. Authorized Users

DoD Components:

The Agreement is open for ordering by all DoD Components. For the purposes of this Agreement, a DoD component is defined as follows: the Office of the Secretary of Defense (OSD), the Military Departments, the Chairman of the Joint Chiefs of Staff, the Unified 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 / Ordering Organizations:

GSA or other applicable ordering organizations/agencies are authorized to place orders under this Agreement on behalf of DoD end

users and must comply with DFARS 208.7400.

Government Contractors:

Government contractors performing work for a DoD Component (as defined above) may place Delivery Orders under this Agreement on behalf of and for the benefit of the DoD entity if authorized by their cognizant Contracting Officer in accordance with the requirements of FAR 51 and/or DFARS 251 as appropriate.

4. Term and Survival

Term:

This Agreement shall be effective from the date of BPA award and is to run concurrent with GSA Schedule Contract GS-35F-0265X including renewals. This is contingent upon ImmixTechnology maintaining or renewing a GSA FSS Schedule Contract. The ordering period for all items under this BPA shall be the same. If the GSA FSS Schedule Contract is not renewed and expires, the BPA shall no longer be used. All orders placed under the BPA during its effective time period will continue through the entire period of peformance. Either party reserves the right to terminate this BPA at any time with thirty (30) days written notice.

GSA Federal Supply Schedule Succession:

This BPA is based on the Contractors current GSA 70 schedule contract number GS-35F-0265X. In the event the current GSA 70 schedule contract is canceled or expires and a new GSA 70 schedule contract is awarded, this BPA shall automatically transfer to the new GSA 70 schedule contract to the extent the new schedule contract includes the same scope and items as the canceled or expired GSA contract.

Annual Review for Best Value:

This Agreement will be reviewed annually to ensure that it still represents a best value.

Survival:

This Agreement shall survive unto Contractor, its Successors, rights and assigns. The terms and conditions in this Agreement shall survive the acquisition or merger of Contractor by or with another entity. Contractor shall ensure these survivorship terms are included in any such merger or acquisition agreement, including a duty on the part of the surviving entity to abide by the terms of this Agreement.

5. Organization of this Agreement

BPA Structure:

This BPA is organized in two major segments:

A. The general terms and conditions herein

B. Attachments, which are binding agreements entered into and made effective at the time of the award of this BPA. All attachments to this Agreement will be deemed part of this Agreement and incorporated into Section J. Terms defined in this Agreement and used in any Attachment will have the same meaning as in this Agreement. The parties hereby agree the Attachments listed herein apply to all orders placed under this BPA and are incorporated as binding terms and conditions.

The Attachments are set forth as follows:

ATTACHMENT	TITLE
0001	Master Software Agreement Terms and Conditions
0002	Chapter 1 General Information, Chapter 5 Special Item 132.33: Perpetual Software License and Appendix S IBM Passport Advantage Agreement
0003	Attachment A-2 Applicable FAR and DFARS Provisions
0004	Attachment B-1 - Price List
0005	Attachment B-2 Single Order Discount Tier
0006	Attachment G - Fees and Payments

Order of Precedence:

The Order of Precedence for resolving any inconsistency between this Agreement and the GSA FSS Contract Number GS-35F-0265X shall be as specified in the GSA contract's clause FAR 52.212-4, Contract Terms and Conditions - Commercial Items. The provisions of FAR 52.212-4 specified in FAR 12.302, as required by Federal law, shall prevail over any terms of the commercial licenses.

Software license purchased under this BPA are subject to the Master Software Agreement, Chapter 1 General Information, Chapter 5 Special Item 132-33: Perpetual Software License, and Appendix S IBM Passport Advantage Agreement as identified in Section J, except that notwithstanding any provision to the contrary, licensee may request a transfer of the license, subject to approval by IBM, through ImmixTechnology, which shall not be unreasonably withheld. In the event transfer is approved licensee shall be required to fill out all necessary transfer documentation. Approved licenses are transferable within the DoD and authorized users (see Section 3, Authorized Users). Any delivery order issued hereunder will serve as proof of purchase. Upon validation and receipt of software, customers will be provided an electronic version of the license agreement.

In the event of any inconsistency between the provisions of this DoD ESI BPA and the Master Software Agreement, Chapter 1 General Information, Chapter 5 Special Item 132-33: Perpetual Software License, and Appendix S IBM Passport Advantage Agreement as identified in Section J, the latter will take precedence, unless the parties specifically and mutually agree in writing otherwise.

All orders placed against this BPA shall incorporate the terms and conditions of this BPA, including all Attachments. In the event of a conflict between an ordering document (including the Contractor's license, support, maintenance, or services agreements) and this BPA, the BPA and its Attachments shall take precedence over the Order unless the parties specifically agree in writing that a term or condition of an Order has precedence over the corresponding term or condition in the general terms and conditions of the BPA or its Attachments.

6. Product and Service Offerings

The Contractor shall make available to all authorized users of this Agreement the products and services contained in the Attachment B - price list. This includes all IBM software products and annual software maintenance services offered under the Contractor's GSA Schedule Contract.

Changes proposed by the Contractor shall become effective only upon written acceptance by the Government.

7. Pricing Terms

Base Pricing:

Prices for commercial software products and services are specified in Attachment B-1. The Contractor shall not charge prices in excess of those listed in this Agreement to authorized buyers under this Agreement.

Prices shall only escalate in accordance with the GSA Economic Price Adjustment clause.

The 2.0% Acquisition, Contracting, and Technical (ACT) Fee is included in the Contractors prices.

Additional Price and Discount Terms:

The government may secure additional discounts at the time of placing an order. Spot discounts are authorized and encouraged.

SmartBUY Program Extension:

Office of Management and Budget (OMB) has announced the SmartBUY initiative to maximize cost savings and achieve best quality when acquiring commercial products and services. If during the term of this Agreement, Contractor 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 under this Agreement, Contractor and its resellers agree to reduce the prices in Attachment B for the remaining term of this Agreement to meet the prices and fees under the SmartBUY agreement, or shall license the products and sell the services under the SmartBUY agreement for the same remaining term of this Agreement, at the discretion of the DoD. Neither the Contractor nor its resellers shall preclude the government from purchasing or licensing commercial products or services under a SmartBUY Agreement.

8. Product and Pricing Data Submission

Data Submission Format:

Contractor shall submit and keep current all product, service and pricing data in the format described in Attachment B (as amended from time to time) for publication in all web and other methods for public and private display and access.

Changes to Contractors products or prices shall only be effective upon receipt of written approval from the Procuring Contract

Officer (PCO).

UNSPSC:

The United Nations Standard Products and Services Code (UNSPSC) is a required field in the submission format required by DoD for products and prices. 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.

9. Ordering

Ordering Guide:

The Contractor shall post the Ordering Guide on its web site.

The Contractor shall immediately notify the Contracting Officer in the event of any changes to Contractor POC information, Contractor physical address, Contractor web address, or any other relevant information in the Ordering Guide.

Applicability of FAR and DFARS Provisions:

Orders issued against this BPA are subject to the FAR clauses included in the underlying GSA Schedule.

Orders issued against this BPA are subject to the DFARS clauses as indicated by a check mark in Attachment A-2. Additional DFARS clauses may apply to the Delivery Order.

The DFARS clauses listed in Attachment A-2 are those in effect as of the effective date of this BPA. Ordering Offices are responsible for incorporating the most current version of the applicable DFARS clauses in the Delivery Order as appropriate.

Any additional DFARS clauses not checked in Attachment A-2 should be considered by the Ordering Offices for inclusion in the Delivery Order.

The Ordering Offices should consider the requirements of the FAR supplement of the end user component (local requirements), as they apply to commercial item acquisition and use of GSA schedules, in determining what additional clauses may be required for incorporation in the Delivery Oder issued by the Ordering Office.

Web Sites and Electronic Ordering:

This BPA will be posted to the DoD ESI website as part of the ESI program. The web site can be viewed at http://www.esi.mil and is publicly accessible. The Government may also post this Agreement to other federal government or DoD web sites, some of which may be publicly accessible.

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 Contractor 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.

On-line ordering may also be accomplished through DoD controlled web sites.

The Contractor shall ensure that the data and information relating to Contractors products, technical specifications, services, prices and Other information related to this BPA is current, accurate, complete, and delivered by the Contractor in the standard format(s) described in Attachment B.

The Contractor shall maintain coordinated and integrated hypertext links to the ESI web site from their World Wide Web site(s).

The Contractor shall provide electronic-commerce (EC)/EDI capabilities and accept and respond to secure on-line orders and customer requests consistent with the terms of this acquisition vehicle.

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

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

Order Suspension:

There may be occasions where the Government may suspend ordering. If a suspension is announced, the Contractor shall adhere to this

suspension by not accepting/processing delivery orders for the suspended item(s).

10. Contractor BPA Management Obligations

Order Transaction Report:

The Contractor shall provide a Order Transaction Report to the SPM and the PCO in electronic format within fifteen (15) days following completion of the monthly reporting period, or as otherwise requested by the SPM. The report shall be submitted in the standard format shown in Attachment F. Sales reports are required even in those instances where no sales are made. The SPM or PCO shall provide written approval of each report to the Contractor. At the end of each calendar quarter, the written approval provided to the Contractor will be accompanied by a request to remit the ACT fees in accordance with Attachment G.The SPM or PCO will provide a copy of the approved quarterly Order Transaction Report to the DoD Components participating in fee sharing.

Fees and Payments:

The Contractor shall pay the ACT fees to the parties described in Attachment G within 30 days after notification of approval from the applicable SPM or PCO for the sales report required pursuant to section 9.

Centralized Administration:

The Contractor must provide centralized administration, in the form of a Program Manager, in support of all work performed under this Agreement. 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, educating the sales force and submission of monthly/quarterly reports and approved fee payments.

Records:

The Contractor shall maintain archival copies of all orders for the term of the Agreement and for seven (7) years after its expiration or termination. Copies shall be made available to the Government upon request.

Program Management Reviews (PMR):

The Government reserves the right to hold PMRs during the life of the BPA. The Contractor must participate. Reviews may be held at least twice yearly as scheduled by the Software Product Manager. During these reviews, the Contractor must report on status of Agreement sales, sales leakage, marketing and any outstanding issues concerning the Agreement, among other things. PMR agenda and presentation format shall be provided by the SPM to Contractor prior to each PMR. Travel expenses are the responsibility of the Contractor.

Sales Leakage Prevention:

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 enforce the policy that this Agreement is the preferred procurement vehicle for the products within. Within sixty (60) days of the effective date of this BPA, Contractor shall submit its plan of action and define the processes required to conform to the requirements of this BPA and shall keep current the plan throughout the Term of this BPA.

The Contractor shall 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.

Marketing and Promotion:

The Contractor shall dedicate reasonable resources to this effort and market and advertise this Agreement, to include advertising the availability and benefits of this Agreement on the Contractors web site, advertising this Agreement at relevant trade shows, participation in DoD Component sponsored events, and promotion through news media geared to Government/DoD IT personnel and leadership.

The Contractor may obtain standardized ESI marketing materials by requesting access from the SPM.

The Contractors use of the ESI logo, seal or emblem shall be limited to materials describing the products and services which are specifically made available under this BPA. ESI reserves the right to review any materials that contain the ESI brand prior to use by the Contractor, and, at a minimum, requires the Contractor to follow these guidelines:

Use Only The Approved Master Artwork. Do not alter or distort the appearance of the logo in anyway, for example, by adding new design elements or colors or changing the font. The logo must always look sharp, clean, and well produced.

Allow A Minimum Clear Space Around The ESI Logo. Always allow for a minimum clear space around the logo. Never violate the clear space with any graphic elements, words or charts.

Maintain Legibility. Never reproduce the logo in a manner that causes the logo to become illegible or blurry, which may happen if the logo is reproduced too small.

All materials made available for public view must include the following statement: The ESI logo/marking is used with permission. ESI procedures are explained in DFARS 208.74 and DoD CIO Guidance and Policy memorandum No. 12-8430 dated July 26, 2000.

11. Indemnity

Indemnification for Harmful Conduct:

To the maximum extent permitted by law, to include FAR Section 52.212-4(u), Contractor will defend, indemnify, protect and hold harmless DOD and their respective officers, directors, employees, agents, and Affiliates from and against any and all claims, losses, liens, demands, attorneys' fees, damages, liabilities, costs, expenses, obligations, causes of action, or suits, (collectively Claims) by a third party, that are caused by or arise out of: i) any wrongful act or omission, whether active or passive and whether actual or alleged, or willful misconduct of the Contractor or its employees, subcontractors or agents; and ii) property loss, damage, personal injury or death, caused by the Contractor, or any of the Contractors employees, subcontractors or agents.

12. Personal Data and Personally Identifiable Information (PII)

Compliance with Privacy Act:

Contractor must comply with the Personally Identifiable Information requirements as set forth in the Privacy Act of 1974, Public Law 93-579, as amended, including all policies and directives issued there under including, for example, DoD Directive 5400-11, DoD Program dated May 8, 2007, as may also be amended from time to time or superseded.

13. Termination

Effect of Termination:

Effect of Termination by Contractor: Notwithstanding any termination of this Agreement, by Contractor, including any Attachments to this Agreement, DOD shall have the right to continue use of any Products and Documentation that were purchased by a Delivery Order issued prior to the termination of the Agreement.

Surviving Provisions:

The following sections shall survive the termination or expiration of this Agreement: Section 11 (Indemnity), Section 12 (Personal Data and Personally Identifiable Information), Section 13 (Effect of Termination), Section 13 (Surviving provisions), Section 15 (General Provisions) and any software licenses acquired pursuant to this BPA where usage rights extend beyond the expiration or termination date of this BPA.

14. Relationship of the Parties

Independent Contractors:

Each party will act solely as an independent contractor. Nothing contained herein will be construed to create the relationship of principal and agent, employer and employee, partners or joint venturers. Neither party assumes any liability for personal injury or property damage arising out of the other party's performance of this Agreement.

The Contractor will be responsible for all obligations in this Agreement whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges under orders executed under this Agreement.

15. General Provisions

YEAR 2000 Compliance:

All products provided under this BPA shall be Y2K compliant as defined in FAR 39.106.

Headings:

The section captions and headings used in this Agreement are for reference only, and are not to be construed in any way as terms or

be used to interpret the provisions of this Agreement.

Notices:

All notices required under this Agreement will be in writing and will be sent to the Government PCO and the Contractors designated Program Manager for this Agreement at the address set forth on page 1 of this Agreement, unless otherwise agreed to by the parties. Notices are considered to be "issued" when copies are either deposited in the mail, transmitted by facsimile, or sent by other electronic commerce methods, such as email.

Reference to Days:

All references in this Agreement to days will, unless otherwise specified, mean calendar days.

Severability:

If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected. In such event, the parties will negotiate a valid, enforceable substitute provision that most nearly achieves the parties original intent in entering into this Agreement or provide an equitable adjustment in the event no such provision can be added.

Waiver:

Neither party's failure to exercise or delay in exercising any of its rights under this Agreement shall constitute or be deemed to constitute a waiver, forfeiture, or modification of such rights or any others. Waiver of a breach of this Agreement shall not be deemed a waiver of any future breach. Any waiver must be in writing and signed by each party's representative.

Dispute Resolution:

In the event of disagreement with respect to any aspect of this Agreement, the parties agree to discuss in good-faith to reach an amicable resolution, and to escalate such resolution process to the appropriate members of their respective management organization who have the power and authority to achieve a successful resolution.

Entire Agreement:

This Agreement, together will all Attachments hereto, Service Delivery Orders, and Delivery Orders, constitutes the entire agreement between DOD and Contractor and supersedes all prior or contemporaneous communications, representations, and agreements, whether oral or written, regarding the subject matter of this Agreement. No modifications of, or amendments to, the terms of this Agreement shall be valid unless in writing and signed by an authorized representative of each party.

*** END OF NARRATIVE A0002 ***

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 0001	MASTER SOFTWARE AGREEMENT TERMS AND CONDITIONS	10-JAN-2014	006	DATA
Attachment 0002	CHAPTER 1 GENERAL INFORMATION, CHAPTER 5 SPECIAL ITEM 132-33: PERPETUAL SOFTWARE LICENSE AND APPENDIX S IBM PASSPORT ADVANTAGE AGREEMENT	18-FEB-2014	135	EMAIL
Attachment 0003	A-2 APPLICABLE FAR AND DFARS PROVISIONS	27-JAN-2014	003	DATA
Attachment 0004	ATTACHMENT B-1 PRICE LIST	18-FEB-2014	652	EMAIL
Attachment 0005	ATTACHMENT B-2 SINGLE ORDER DISCOUNT TIER	18-FEB-2014	002	EMAIL
Attachment 0006	ATTACHMENT G FEES AND PAYMENTS	27-FEB-2014	006	DATA

This Master Software Agreement Terms and Conditions (the MSA or Agreement) is made and entered into as of 13 March 2014 by and between ImmixTechnology, Incorporated(Reseller) and Army Contracting Command-Rock Island on behalf of the entire Department of Defense (Licensee or DoD).

1. Applicability of the MSA

1.1. This MSA shall apply to one time charge (OTC) software (also referred to as a Program as defined below) licensed by Licensee for the use of a DoD Component (defined later in this Attachment) and ordered from the Publisher A DoD component may place orders under this MSA by issuing Delivery Order Documents in accordance with the Ordering instructions.

1.2 A Program ("Program" or "Licensed Program"): is the following, including the original, any portion thereof, and all whole or partial copies:

a. one or more sequences of instructions suitable for processing by a computer;
b. components;
c. related licensed materials such as publications and other documentation,
d. audio-visual content (such as images, text, recordings, or pictures) defined within or generated by the execution of, such sequence(s) of instructions; and
e. control data (such as control blocks, event logs, configuration files) defined within or generated by the execution of such sequence(s) of instructions. Control data includes without limitation data that is designed to (i) manage or limit the operation of programs, or (ii) help monitor, record, manage, or limit the consumption of software or hardware resources, including, without limitation, data used in IBMs implementation of Technological Measures

1.3 Delivery Orders issued hereunder will specify the processes for delivering and receiving Programs, as well as the details of the License terms and conditions. Consistent with the terms of the GSA Schedule, the terms of this MSA are intended to supplement the terms of the GSA Schedule. In the event of a conflict between Delivery Orders, this MSA and the GSA Schedule, any such conflict will be resolved in the following descending order of precedence: 1) Delivery Orders, 2) the GSA Schedule, and 3) this MSA.

1.4 Publishers standard version of the end user license agreement to be used for Delivery Orders for Programs placed under the BPA are contained in Chapter 1 General Information, Chapter 5 (applicable to SIN 132-33, Perpetual Software License), and Appendix S Passport Advantage of the GSA Schedule).

2. License Grants

2.1. At the time a DoD component wishes to place an order for Publishers Programs or Software Maintenance (SWM) (also referred to as Software Subscription and Support or S&S), the DoD Component and the Reseller shall execute a Delivery Order specifying the license grant details, including the license type, unit of measure and units ordered.

2.2. Publisher acknowledges that DoD and its users shall not be bound by the terms of a Click Wrap license that conflict with the terms of this MSA.

3. Evaluation of the Program

3.1. If Licensee wishes to evaluate any Program generally available from Publisher, Licensee may order a trial Program, which Licensee may use for trial non-production purposes only, in accordance with Licensors evaluation license terms attached hereto to this MSA.

4. US Government Configuration Baseline

4.1. The Publisher shall comply with the requirements of the US Government Configuration Baseline (USGCB) as specified at http://usgcb.nist.gov/to ensure applications are fully functional and operate correctly as intended. The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved USGCB configuration.

4.2. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

4.3 DoD buyers may require compliance with additional baseline configuration requirements.

5. Net-Centricity

5.1 The Department of Defense is transforming the way information is managed to accelerate decision-making, improve joint warfighting and create intelligence advantages. To reach this Net-Centric state, DoD must exploit advancing technologies that move the enterprise from an application centric to a data-centric paradigm. DoD ESI Contractor partners are encouraged to use the OSD NII

DCIO Net-Centric Checklist, located at http://www.defenselink.mil/cionii/docs/NetCentric_Checklist_v2-1-3_.pdfto provide information on the Net- Centric posture of their IT products and services. Licensees shall obtain licenses which do not restrict the ownership of DoD Data as set out in 7.2 of this MSA.

6. Section 508 of the Rehabilitation Act Compliance

6.1 SECTION 508. If applicable, Section 508 compliance information on supplies and services in this contract, are available by calling IBM's Federal Information Call Center at 1-800-333-6705. IBM would provide a VPAT with each Deliver Order.

7. Intellectual Property Rights and Data Ownership.

7.1 Data Ownership. The DoD Data belongs to DoD and Publisher makes no claim to any right of ownership in it. If Publisher is granted access to DoD DATA, Publisher agrees to keep the DoD Data Confidential as that term is defined in the Glossary (Attachment A) and the relevant FAR and DFARS provisions pertaining to Confidential Information and Confidentiality. Upon DoDs request, for any reason whatsoever, Contractor must promptly return all DoD Data in Contractors possession in comma separated value (CSV) format.

7.2 Patent and Copyright Claims. If a third party claims that a Program IBM provides to the Government infringes that party's patent or copyright, IBM will indemnify the Government, its officers, agents, and employees against liability, at IBM's expense and pay all costs, damages, and attorneys fees that a court finally awards or that are included in a settlement approved by IBM, provided that the Government:

A. Promptly notifies IBM in writing of the claim; and
B. Gives IBM such opportunity as is offered by applicable laws, rules or regulations to participate in the defense thereof. The Government shall make every effort to permit IBM to fully participate in the defense and/or in any settlement of such claim. However, IBM understands that such participation will be under the control of the Department of Justice.

Remedies
If such a claim is made or appears likely to be made, the Government agrees to permit IBM to enable the Government to continue to use the Program, or to modify it, or replace it with one that is at least functionally equivalent. If IBM determines that none of these alternatives is reasonably available, the Government agrees to return the Program to IBM on IBM's written request. IBM will then give the Government a credit equal to the amount paid by the Government or 12 months' charges (whichever is less).

This is subject to the Government's right to require continued use of the Program pursuant to the provisions of 28 USC 1498. In the event of such continued use, the Government shall notify IBM in writing of its election to continue use and agrees to undertake at the Government's expense the defense of any action against the Government and IBM shall have no further indemnification obligation; it being understood that IBM may participate at its expense in the defense of any such action if such claim is against IBM.

Claims for Which IBM is Not Responsible:
IBM has no obligation regarding any claim based on any of the following:

A. The Government's modification of a Program, or a Program's use in other than its Specified Operating Environment;
B. Anything the Government provides which is incorporated into a Program or IBM's compliance with any designs, specifications, or instructions provided by the Government or by a third party on behalf of the Government;
C. The combination, operation, or use of a Program with other products not provided by IBM as a system, or the combination, operation or use of a product with any product, data, apparatus, or business method that IBM did not provide, or the distribution, operation or use of a Program for the benefit of a third party;
D. Infringement by a non-IBM product.
E. Programs use other than in accordance with its applicable licenses and restrictions or use of a non- current version or release of a Program, when a claim could have been avoided or the risk of a claim reduced by using the current version or release;
F. the distribution, operation, or use of the Program outside Governments enterprise or for the benefit of any third party; or
G. Separately Licensed Code, if any, as identified in the LI for the Program.

The LI for the Program or other documents may permit the Government to copy, modify, or redistribute all or portions of the Program without paying additional licensing fees to IBM. The indemnification obligation under this Patent and Copyright provision only applies to copies of the Program provided to the Government by IBM and additional copies expressly authorized in a proof of entitlement (PoE). IBM has no obligation for claims relating to copies of the Program neither provided by IBM nor specifically authorized by a PoE, even if permitted by the LI for the Program or other documents.

These Patent and Copyright terms do not obligate in any manner any third-party supplier of code (including Separately Licensed Code) included with or part of the Program.

The foregoing states the entire obligation of IBM with respect to infringement of patents or copyrights.

8. Delivery.

8.1 Delivery. Publishers delivery of the Programs to DoD shall be by electronic download, if available, or as otherwise specified in Delivery Orders, FOB Destination.

9. Title and Risk of Loss. Publisher agrees that DoD will deal directly with Publisher on any claims for loss or damage to a Program in a tangible form and that DoD shall not be required to assert any claims for loss or damage against the common carrier or insurers. If licensed Programs in a tangible form are lost or damaged during shipment from IBM, IBM will replace such licensed Programs and Program storage media at no additional charge to the Government. If licensed programs are lost or damaged while in the possession of the Government, IBM will replace such licensed Programs at the then current commercial charges, if any, for processing, distribution, and/or program storage media. Such charges will be outside the scope of this Agreement.

10. Audit

10.1. The Government agrees to create, retain, and provide to IBM and its auditors written records, system tool outputs, and other system information sufficient to provide auditable verification to IBM that your installation and use of Licensed Programs is in compliance with the terms herein.

Unless otherwise mutually agreed to, upon 30 days written request, and no more frequently than annually, IBM may audit the use of programs provided under any order.

You further agree that IBM and its auditors may verify your compliance with the terms herein by, among other things, having reasonable access to premises in which you use or install Licensed Programs. IBM agrees to use personnel with appropriate security clearances when required. IBM will invoice You for any additional charges to which You become obligated as determined by an audit. The provisions in this paragraph shall remain in effect during the term of this Agreement and for a reasonable time thereafter to confirm deployment and use of the Licensed Programs during the term of this Agreement.

The audit will be designed to verify your compliance with the applicable governing terms and conditions at all sites and environments in which you use the Licensed Programs, and will be conducted in a manner that minimizes disruption to your business, during normal business hours, and may be conducted on your premises. The audit will be conducted using various data collection methods, including manual questionnaires and system diagnostic tools, designed to measure and compare your IBM software deployments against your entitlements. The auditor will afford you an opportunity to review and understand the audit process and methodologies in detail at a kickoff meeting prior to the commencement of the review.

10.2. Nothing herein will be deemed to prevent DoD from conducting an internal review of its use and deployment of a Program for its own asset management purposes provided that such internal review will not modify Licensor's verification rights and may not be used as a basis for determining Licensor's audit findings. Notwithstanding Publisher audit provisions to the contrary, DoD may perform an internal audit of The Program use and will use its best efforts to keep full and accurate accounts that may be used to properly ascertain and verify numbers of licenses, users or subscription parameters in use. Upon Publisher written request, DoD may provide audit reports to Publisher from Licensees internal audit records as the sole means of satisfying Publishers requests for audit.

10.3. At the Delivery Order level and upon mutual agreement between the parties, an alternative audit approach may be considered.

11. Publisher Warranties, Disclaimers, Exclusive Remedies.

11.1. Intellectual Property Warranty. Publisher represents and warrants that, as of the Effective Date:

11.1.1. Publisher has full power and authority to grant DoD the rights granted herein or in any Delivery Orders issued hereunder including the right to use, display and distribute each Program to the extent set forth in this Agreement or any Delivery Order. In the event of a breach of this Section 11.1.1, the parties rights and obligations in the governments remedies, shall be governed by Section 7.2 above.

11.1.2. Provided the licensee uses the Program in accordance with its specifications and license terms, Publisher has obtained all necessary licenses for DoD to any third party materials provided as part of Publishers standard off-the-shelf Programs (including without limitation, all open source licenses) provided with each Program. In the event of a breach of this Section 11.1.2, the parties rights and obligations in the governments remedies, shall be governed by Section 7.2 above;

11.1.3 Provided Licensee has in use the most current anti-virus protection code available, Publisher warrants that it has not intentionally placed any Harmful Code into a standard Program licensed under this Agreement. IBM's sole obligation and Licensees exclusive remedy for any breach of this warranty is for IBM to replace the infected Program or, at IBMs reasonable discretion, part of the Program with the same IBM Program or part of the Program, as applicable, not containing such Harmful Code. Harmful Code is defined for these purposes as any self-propagating program that infects and damages another program.

12. License Assignment and Transfer

12. 1 For the purposes of this Agreement and the licensing of a Program under the BPA only, the term DoD Component means any of the following: i) The Department of Defense parent units (for clarity, DoD parent units excludes the departments or components listed in items ii through x): ii) the Department of the Air Force, iii) Department of the Army, iv) Department of the Navy, v) the Defense Information Systems Agency, vi) Defense Intelligence Agency, vii) Defense Logistics Agency, vii) the Defense Threat Reduction Agency, viii) National Geospatial Intelligence Agency, ix) National Reconnaissance Office, and x) the National Security Agency. The term DoD Component does not include any future business or Government entities or assets of business or Government entities which would become part of the DoD Component through any organizational changes or realignments after the effective date of the BPA to which this Agreement is attached. Program and Software Maintenance (S&S) offerings shall only be used within the DoD Component to which the Programs are licensed and the Software Maintenance is performed. Although it is generally envisioned that licenses may be transferred from one DoD Component to another DoD Component, none of the licenses granted hereunder nor any of the licensed Programs or copies thereof may be sub-licensed, assigned, or transferred without the prior written consent IBM. Any attempt to sub-license, assign, or transfer any of the rights, duties, or obligations under this Agreement are void. Delivery Orders may contain terms which provide for narrower, more limited or different organizational use than set out hereunder.

In Witness whereof, the parties have caused this License to be executed by their duly authorized representatives effective as of the Effective Date shown on the SF30 in block 3 of the BPA.

Attachment A-2 Applicable FAR and DFARS Provisions

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

1.1.1 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.

1.1.2 Also, the full text of a clause may be accessed electronically at these addresses:

1.1.2.1. http://www.acq.osd.mil/dpap/dars/dfars/index.htm

1.1.2.2 http://acquisition.gov/comp/far/index.html

1.1.2.3 http://farsite.hill.af.mil/

1.2 252.204-7000 Disclosure of Information (DEC 1991)

1.3 252.204-7004 Alternate A (SEP 2007) - substitute paragraph (a) of this clause for paragraph (a) of the clause at FAR 52.204-7 -Central Contractor Registration (APR 2008)

1.4 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (DEC 2006)

1.5 252.232-7009 Mandatory Payment by Government-wide Commercial Purchase Card (DEC 2006)

1.6 252.232-7010 Levies on Contract Payments (DEC 2006)

1.7 252.246-7000 Material Inspection and Receiving Report (MAR 2008)

1.8 252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (JAN 2009)

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

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

1.8.2 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 acqusiitions of commercial items or components.

_____ 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)(Section 847 of Pub. L. 110-181).

__X__ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991)(10 U.S.C.2416).

_____ 252.219-7003 Small Business Subcontracting Plan (DoD Contracts (APR 2007)(15 U.S.C.637).

_____ 252.219-7004 Small Business Subcontracting Plan (Test Program)(AUG 2008 (15 U.S.C.637 note).

_____ 252.225-7001 Buy American Act and Balance of Payment Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

__X__ 252.225-7012 Peference for Certain Domestic Commodities (DEC 2008)(10 U.S.C. 2533a).

_____ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005)(10 U.S.C. 2553a).

_____ 252.225-7015 Restriction on Acqusiition of Hand or Measuring Tools 9JUN) (10 U.S.C. 2533a).

_____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006)(Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).

__X__ 252.225-7021 Trade Agreements (AUG 2013) (19 U.S.C.3301 note).

_____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003(22U.S.C.2779).

__X__ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003)(22 U.S.C. 2755).

_____ 252.225-7036 (i) Buy American--Free Trade Agreements--Banlance of Payments Program (JAN 2009)(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
(ii) ____Alternate I (OCT 2006) of 252.225-7036

_____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers(JUN 2005)(10 U.S.C.2534(a)(3)).

__X__ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

__X__ 252.227-7015 Technical Data--Commercial Items (JUN 2013) (10 U.S.C. 2320).

__X__ 252.227-7037 Validation of Restrictive Markings on Technical Data (JUN 2013)(10 U.S.C. 2321).

__X__ 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (Jun 2012)(10 U.S.C. 2227).

_____ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2006)(Section 1092 of Pub. L. 108-375).

__X__ 252.243-7002 Requests for Equitable Adjustment (DEC 2012) (10 U.S.C. 2410).

__X__ 252.247-7023 (i)Transportation of Supplies by Sea(Jun2013) (10 U.S.C. 2410)
(ii)____Alternate I(MAR2000)of 252.247-7023.
(iii)___Alternate II(MAR2000) of 252.247-7023.
(iv)____Alternate III(MAR2000)of 252.247-7023.

__X__ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)(10 U.S.C.2631).

1.8.3. 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 52.215-5),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 (JUN 2013) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)(10 U.S.C.2631).

Attachment G 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.

2.1 The ACT fee is 2% and is included for all software products, the initial maintenance coverage period, software maintenance as a service, system maintenance services and other related services and/or training.

For purposes of this document, the term software means a collection of one or more programs, databases or microprograms fixed in any tangible medium of expression that comprises a sequence of instructions (source code) to carry out a process in, or convertible into, a form executable by an electronic computer (object code).

Software maintenance as a service creates, designs, implements, and/or integrates customized or configured changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are deliverable-based and charged in arrears.

System maintenance services include system maintenance services for software maintenance associated with proprietary hardware systems It can also include software support associated with middleware, proprietary application programming interface (API) specific to one or more devices within a particular manufacturer's product range or similar types of software maintenance as deemed appropriate by the ESI Team.

The ACT fees shall be remitted and distributed in accordance with sections 3 and 4 of this document.

2.2 There is no ACT Fee charged for the renewal of software maintenance as a product.

For the purposes of this document, the term renewal means the continuation of software maintenance in the subsequent coverage periods following the initial maintenance period.

Software maintenance as a product may be referred to by other terms, such as software assurance, or software support. The term software maintenance includes any service provided in support of Commercial Off the Shelf (COTS) software for a defined period of time by a software publisher or reseller to provide software patches, bug fixes, new releases, product upgrades, etc., and any related support services to ensure the proper functioning of a software product.

For some vendors, software maintenance might also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone and email support (includes tiers 1,2,& 3 support) and/or web-based general technical support for users self diagnostics. Software maintenance for the purposes of this document does NOT include the creation, design, implementation, configuration, integration, etc. of a software package. These examples are considered software maintenance as a service.

3. Remittance of Fees. 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.

4. 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)

4.1 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 cashiers 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, send check to:

SPAWAR Systems Center Pacific
Attn: Susan Ellison
Code 55390, Bldg 91
53560 Hull Street
San Diego, CA 92152-5001

For Federal Express, United Parcel Service, DHL or Other Courier Services, send check to:

SPAWAR Systems Center Pacific
Shipping and Receiving
Receiving Officer (OT 7)
Attn: Susan Ellison
Code 55390, Bldg 91
4297 Pacific Hwy.
San Diego, CA 92110

Email a copy of the ACT Fee remittance check to the SPM (FILL-IN APPLICABLE EMAIL).

4.2 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 cashiers 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: Miguel Campos)
9350 Hall Road, Bldg 1445
Fort Belvoir, VA 22060

Email a copy of the check and letter electronically to:

mailto:peoeis.pdchess.vndrrpts@us.army.mil
mailto:Miguel.campos2@us.army.mil

4.3 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 cashiers 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:

Defense Finance and Accounting Service
Disbursing Operations Directorate
FOR: 3801-Limestone Field Site
8899 E 56th Street
Indianapolis, IN 46249-9339

Email a copy of the check and transmittal letter to:

mailto:AFPEO.EIS.HIJI.Financials@gunter.af.mil

Attach electronically (in Excel format) the Report of Sales (per BPA requirements).

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

Contract Number with hyphens, Sales Reports Month Year, Contract Name, and Contractor Name
[Example: FA0000-00-A-0000, Sales Report June 2010, ESI SW, Vendor, Inc.]

4.4 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 cashiers 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
DLA Finance, J873
Attn: Laura DeChants
8725 John J. Kingman Road
Fort Belvoir, VA 22060-6221

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: mailto:Susan.Lizzi@dla.mil

4.5 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 cashiers 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, 301-225-8081

Email a copy of the check and transmittal letter to: mailto:jonnice.medley@disa.mil.

For SmartBUY agreements add the below:

4.6 GSA SALES

The amount of ACT Fee due GSA shall be calculated at 1% of all Civilian agency sales.

The contractor shall remit ACT Fee by corporate or cashiers check made payable to Treasurer of the United States. Checks must be notated with the following information:

BPA (Enter BPA number)
ESI-SW Fee Sharing

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

Send check and transmittal letter to:

GSA
P. O. Box 880908
Dallas, TX 75388-0908

Mail a copy of the check and transmittal letter to:

GSA
Attn: Pebble Randolph
SmartBUY Program Management Office
10304 Eaton Place
Fairfax, VA 22310

*** END OF NARRATIVE J0001 ***