

2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE 5 February 2002	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
---	--------------------------------------	----------------------------------	--------------------------------

6. ISSUED BY USA CECOM ACQUISITION CTR - WASHINGTON 2461 EISENHOWER AVE (AMSEL-AC-WB-B) ALEXANDRIA, VA 22331	CODE W909MY	7. ADMINISTERED BY (If other than Item 6) See Block 6.
---	----------------	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Team Leader: Sybase, Inc. (CAGE: O8RS8) 6550 Rock Spring Drive, Suite 800 Bethesda, MD 20817		9B. DATE (SEE ITEM 11)
Team Member: Logicon, Inc. (CAGE: 32143) 222 West 6th Street, P.O. Box 471 San Pedro, CA 90733-0471	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DAAB15-99-A-1003
Team Member: Viador (CAGE: 1KRU6) 167 Second Ave. San Mateo, CA 94401		10B. DATED (SEE ITEM 13) 9/29/99
Team Member: Business Objects Americas (CAGE:06FF0) 3030 Orchard Parkway San Jose, CA 95134		
CODE	FACILITY CODE	

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 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 this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
Not applicable

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying offices, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section heading, including solicitation/contract subject matter where feasible.)

This modification is issued to revise paragraph 16 and Exhibit G of the BPA and to delete paragraph 29, as set forth on page 2.

Except as provided herein, all terms and conditions of this 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) SEE PAGE 2, SIGNATURE PAGE	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PATRICIA DAVIS, Contracting Officer
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY <u>Patricia Davis</u> (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 5 Feb 02

As a result of this modification:

1. Paragraph 16 of the BPA, Acquisition, Contracting and Technical (ACT) Fee, is hereby deleted and replaced with the following:

"16. Acquisition, Contracting and Technical (ACT) Fee. The cost of awarding and administering this BPA is included in the prices charged to ordering activities. The Acquisition, Contracting and Technical (ACT) fee is 2%. Remittance of the ACT fee shall be made on a calendar quarter basis (i.e., January-March; April-June; July-September; and October-December) and is due thirty (30) days following the completion of the reporting period. Negative reports are required.

The Navy, Army and Air Force are participating in a fee-sharing program. The contractor shall collect the 2% ACT fee under CLIN 1004 of the BPA. The following are examples of the methodology to be used in the calculation of the ACT Fee:

S/W & Maintenance (GSA Price)	\$1,000,000
BPA Discount (12%)	\$120,000
Subtotal	\$880,000
CLIN 1004 ACT (2%)	\$17,600
TOTAL on PO	\$897,600
S/W & Maintenance (GSA Price)	\$50,000,000
Special Solutions Discount (50%)	\$25,000,000
Subtotal	\$25,000,000
CLIN 1004 ACT (2%)	\$500,000
TOTAL on PO	\$25,500,000

The ACT fee shall be distributed in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service appearing in Column 3 of the monthly Report of Sales. This field shall be notated DON, DOA, DOAF or DOD as appropriate.

ALL SALES:

The 2% ACT fee is split equally between the Service whose customer places the order and the Service that manages the ESI software agreement. In other words, any Air Force order against an ESI agreement managed by Army results in a 1% portion of the 2% fee being returned to the Air Force acquisition organization. The Army will retain the entire 2% fee under orders issued for Army activities under the ESI agreements managed by the Army. The vendor is responsible for distributing the ACT fee to all applicable Services in accordance with the instructions herein.

ARMY SALES

All Army ACT fees shall be remitted to DFAS Pensacola by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA#
 SCP Fee Reimbursement

***Checks must be accompanied by a transmittal letter (sample attached as Exhibit D-Army) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:

Defense Finance & Accounting Service
Code FD
ATTN: DFAS-PE (FD-SCP)
130 West Avenue, Suite A
Pensacola, FL 32508

Mail a copy of the check and transmittal letter to:

CECOM – Systems Management Center
U.S. Army Small Computer Program
AMSEL-DSA-SCP (Attn: Cheryl Gregory)
Fort Monmouth, NJ 07703-5605

NAVY Sales

The amount of ACT fee due the Navy shall be calculated at 1% of all Navy sales. All Navy ACT fees shall be remitted to Financial Management Office (FMO) by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA#/Vendor Name
SCP Fee Reimbursement

***No transmittal letter is required. There is no specific accounting data for the Navy fees.
If using overnight or express mail, send check to:

Jakki Rightmeyer
SSC Charleston Norfolk Office
Code 64112
PO Box 1376
Norfolk, VA 23501-1376

If using regular mail, send check to: SSC Charleston Norfolk Office

Code J6411.2 (J. Rightmeyer)
PO Box 1376
Norfolk, VA 23501-1376

AIR FORCE SALES:

The amount of ACT fee due the Air Force shall be calculated at 1% of all Air Force sales. All Air Force ACT fees shall be remitted to DFAS OPLOC/PE by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA#
ESI-SW Fee Sharing

***Checks must be accompanied by a transmittal letter (sample attached as Exhibit A-Air Force) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:

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

Mail a copy of the check and transmittal letter to:

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

If the payment of the full amount of the fee is not made by the Contractor within the allotted time plus 30 calendar days, it shall constitute a contract debt to the United States Government under the terms of FAR 32.6. The Government may exercise all rights under the Debt Collection Act of 1982."

2. Clause 52.204-9000, Reporting of Contractor Manpower Data Elements, paragraph 29 of the BPA, is hereby deleted.
3. The sample vendor letter included in the BPA as Exhibit G is hereby deleted and replaced with the attached, Sample Vendor Letters (Army and AF versions)
4. All other terms and conditions of the BPA remain unchanged and in full force and effect.

SAMPLE TRANSMITTAL LETTER
ARMY PAYMENTS

(COMPANY NAME)

(Date)

MEMORANDUM FOR Defense Finance and Accounting Service
Code FD
Attn: DFAS-PE (FD-SCP)
130 West Avenue, Suite A
Pensacola, Florida 32508-5120

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

SUBJECT: Collection of Check for (Contract Name) – FY (02,03 etc.)

1. Line of accounting to collect this check into is:

AA 97X4930 AFAC 2628 0SX16 0 068142 3F 000000 913111 UIC: SYBASE
JON: A02ZORA1002 REF: 913111*A1002

2. Direct questions to Mrs. Cheryl Gregory, DSN 987-6574 or Commercial 732-427-6574.

1 Attach: Check #

(Signature)
Name
Title

SAMPLE TRANSMITTAL LETTER
AIR FORCE PAYMENTS

(COMPANY NAME)

(Date)

MEMORANDUM FOR DFAS OPLOC/PE
130 West Ave., Suite A
Bldg 603-2, Code FDA-SSG
Pensacola, Florida 32508-5120

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

SUBJECT: Collection of Checks for ESI SW Surcharge – FY 02

1. Line of accounting to collect this check into is: AA 97X4930.FF12 RVCN G2291 0
068142 3F 000000 913111 VCHCK JON: JAXF2Q03 IT 00

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

(Signature)

1 Atch: Check #