

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00008		3. EFFECTIVE DATE 27-Feb-2007	4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY ARMY CONTRACTING AGENCY-ITEC4 2461 EISENHOWER AVE ALEXANDRIA VA 22331-1700		CODE W91QUZ	7. ADMINISTERED BY (If other than item 6) See Item 6	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER ASSOCIATES INTERNATIONAL, INC. TINA RATCLIFF 2291 WOOD OAK DRIVE HERNDON VA 20171-2823			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W91QUZ-04-A-0002	
			X 10B. DATED (SEE ITEM 13) 17-Jul-2004	
CODE 1E6UO		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) FAR 52.212-4 (C) Changes				
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.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: aw ilki07836 a. The purpose of this modification is to add the CA Clarity product line to the BPA. These products are on the CA GSA Schedule. b. And add CLINs for CA Clarity Software Products (CLINs 0013 & 0014) and Maintenance (CLIN 0015). c. All other terms and conditions remain unchanged.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RONALD L. HYDE / CONTRACTING OFFICER TEL: 703-325-4625 EMAIL: Ronald.Hyde@itec4.army.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Ronald L. Hyde</i> (Signature of Contracting Officer)	
			16C. DATE SIGNED 11-Apr-2007	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been modified:

CONTINUATION

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The following have been modified:

TERMS AND CONDITIONS

Section SF 1155 – CONTINUATION SHEET

BLOCK 11 - DELIVERY

Block 11, Delivery:

Free on Board (F.O.B.) Origin

Refer to section 8. Free on Board in BPA.

Block 15, Delivery Requirements

The Contractor shall start accepting orders upon signature of the Blanket Purchase Agreement (BPA). Delivery requirements will be specified in each individual order.

Block 18a, Payment Office and Procedures

The payment office will be identified on each delivery order issued against the BPA. Payment procedures shall be in accordance with the resultant BPA holder's General Services Administration (GSA) Federal Supply Schedule (FSS) contract and as stated in Part C-1, Paragraph 12, entitled "Payment." FAR Clause 52.213-1 entitled Fast Payment Procedures (Feb 1998) is incorporated by reference.

Block 18b, Invoice Submission

Invoices shall be submitted by the BPA holder or teaming partner to the payment address specified in each delivery order issued against the BPA. Electronic Funds Transfer (EFT) to receive payment is required. The resultant BPA holder's payment address(es) shall be as stated in its GSA FSS contract.

Block 25, Accounting and Classification

The BPA does not obligate funds. The Government is obligated only to the extent of authorized delivery orders issued under the BPA.

TERMS AND CONDITIONS

Blanket Purchase Agreement DoD Enterprise Software Agreement (ESA)

In the spirit of the National Performance Review, The Army Contracting Agency – Information Technology, E-Commerce and Commercial Contracting Center (ITEC 4) on behalf of DoD, and Computer Associates International, Inc. (CA) hereby enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract.

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

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

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

Exhibits to this agreement are:

CLINs
Order Transaction Report
Vendor Status Report
Fee For Service Report

A. TERMS AND CONDITIONS

1. General

a. Pursuant to GSA FSS Contract Number GS-35F-0823M, Computer Associates International, Inc. (CA) agrees to the following terms of a BPA with ITEC4. All orders placed against this BPA are subject to the terms and conditions of the FSS Contract. Remaining stock fund and prepayment associated with BPA No. DAAB15-99-A-0018 will be transferred to this BPA.

b. License Transferability. In the event Government Licensee has a need to transfer the CA software or software licenses, such Government Licensee will notify CA in writing in advance and CA, in good faith, will review the circumstances with the Government Licensee to determine what is required to effect the transfer. Transfers within individual agencies can be made at no additional charge as long as CA is notified in writing in advance of the particulars of the transfer

and use does not exceed the licensed use limitations. For clarification, "within individual agencies" means Army may transfer within Army, Navy may transfer within Navy, etc. Software licenses purchased under this BPA are subject to the licensing provisions and the terms of the above referenced GSA FSS Contract. Any delivery order issued hereunder will serve as proof of purchase.

2. Products Available Under this BPA

CA Enterprise Management and Security Products, Services and Education on the Computer Associates International, Inc. (CA) GSA FSS Contract Number GS-35F-0823M are available under this BPA. CA Clarity Software Products and Maintenance have been added in mod 8.

3. Pricing

The pricing set forth on Exhibit A for each respective CLIN 0001 through 0007 is fixed until the inventory set forth in the BPA Management and Oversight Section; paragraph 9.b. of this BPA is depleted. Once such inventory is depleted, the parties will modify this BPA to incorporate unit prices and rates for this BPA that are based on discounts off of CA's then-current GSA Schedule pricing. Upon award of changes to Computer Associates International, Inc. (CA)'s GSA FSS Contract Number GS-35F-0823M for products and services, the Contracting Officer must be notified in writing. (See paragraph C.2.f) The BPA will be modified by mutual agreement of the parties. An e-mail will be provided by CA to the Contracting Officer with access to the updated GSA Schedule pricing. Modifications to the BPA are not retroactive and will apply to orders placed only after the effective date of such change.

4. Prevailing Terms and Conditions

All orders placed against this BPA are subject to the terms and conditions of the Computer Associates International, Inc. (CA) GSA FSS Contract Number GS-35F-0823M. 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 Computer Associates International, Inc. (CA) GSA FSS Contract Number GS-35F-0823M, precedence will be given to the order, then provisions of this BPA, and then the GSA Schedule.

5. Duration of BPA

This BPA shall be effective from the date of BPA award and is to run concurrent with the GSA schedule contract including renewals. This expiration is contingent upon Computer Associates International, Inc. (CA) maintaining or renewing a GSA FSS Contract. The BPA will be reviewed annually to ensure that it still represents a "best value." Either party may terminate this BPA with thirty (30) days written notice.

6. Ordering Period

The ordering period for all items under this BPA is the same as the duration of the BPA set forth in paragraph 5, above.

7. Obligation of Funds

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized purchases actually made through orders issued under this BPA.

8. Media Replacement, Functionality Replacement and Extended Support.

In the event of loss or damage of media, CA agrees to replace such media at no charge to the Government. If the form, fit, or functionality contained in any licensed products acquired hereunder (“Original Software”) is substantially reduced or if the product is replaced, and/or (the contractor), provides this same or substantially similar functionality as a separate or renamed product, then the DoD is entitled to license such separate or renamed software at comparable use limitations and at no additional licenses or maintenance fees beyond those fees due under the license for the Original Software. However, throughout the term of this agreement, the contractor will provide DoD notice 12 months prior to the discontinuance of support services for a licensed software product.

9. Rights of Survivorship of the Agreement.

This Agreement shall survive unto CA, 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 CA 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 comparable use limitations and at no additional cost beyond those due under the original software license.

10. Data Rights

Relating to professional services order by the Government under CLIN0010, the Government acknowledges and agrees that when CA uses its software computer program(s) to provide services the software computer program is CA's proprietary software and shall be deemed Restricted Computer Software with Restricted Rights in accordance with FAR 52.227-14. All services documentation, ideas, concepts, know-how, methods and techniques related to such CA software computer program developed or conceived by CA shall be deemed Limited Rights Data in accordance with FAR 52.227-14. CA grants the Government a non-exclusive, royalty-free license to use such Limited Rights Data to the extent it is embodied within any deliverable provided to the Government under order issued against this BPA. No license for such computer software is granted hereunder. If the the Government has licensed such software computer program(s), then the Government's use of the software computer program is restricted to the terms and conditions set forth in the license agreement between CA and the Government.

11. Product Bundles.

The Computer Programs offered in a “Product Bundle” represented by a Contract Line Item Number (CLIN) are defined as a group of Computer Programs specifically named, with defined quantities, and specified Utilization Limitations which are commercially available independent from one another and are not reliant on one another for the full benefits of the Computer Program(s) intended features and functions. DoD shall have the right to discontinue use of an individual product within the Product Bundle, during the life of this BPA, however the Unit Price remains unaffected by such discontinuation action during the Term.

Product Bundles may include schedule and non-scheduled items in accordance with the CA GSA Schedule GS-35F-0823M, Information for Ordering Offices, Section 17, Purchase of Incidental, Non-Schedule Items.

B. ADMINISTRATION AND AUTHORIZED USERS

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

US Army Contracting Agency ITEC4
ATTN: SFCA-IT
2461 Eisenhower Avenue
Alexandria, VA 22331-1700

2. Authorized Users

The BPA is open for ordering by all Department of Defense (DoD) Components. For the purposes of this agreement, a DoD component is defined as: the Office of the Secretary of Defense (OSD), the Military Departments, the Chairman of the Joint Chiefs of Staff, the Combatant Commands, the Inspector General of the Department of Defense (DoD IG), the Defense Agencies, the DoD Field Activities, and the Intelligence Community. The Federal Aviation Administration (FAA) shall be considered an authorized user solely for CLIN 0007. This BPA is also open to DoD Contractors authorized to order in accordance with the FAR Part 51. Support contractors performing work for the Department of Defense may use this BPA if they provide CA with a bona fide "right to buy" letter of authorization from their cognizant Contracting Officer. The letter must be on appropriate Federal Government letterhead; it must authorize the contractor the use of this BPA; it must cite the specific contract under which work is being performed for the Federal Government; it must cite the inclusive dates during which the authorization is valid; and it must be signed by the support contractor's cognizant Contracting Officer. The authorization letter must be attached to the purchase order submitted to ASCP.

3. BPA Points of Contact:

a. Contracting Office:

US Army Contracting Agency ITEC4
2461 Eisenhower Avenue
Alexandria, VA 22331-1700

Procuring Contracting Officer (PCO): Ronald Hyde

Phone: 703-325-4625

Fax: 703-325-3351

e-mail: ronald.hyde@itec4.army.mil

Contract Specialist:

Phone: 703-325-3303

Fax: 703-428-3351

e-mail: alvin.wilkins@itec4.army.mil

b. Software Product Manager (SPM):

Assistant Project Manager, Army Small Computer Program

ATTN: SFAE-PS-SCP(ESI)

Squier Hall, Bldg. 283

Fort Monmouth, NJ 07703-5605

SPM: Diane Grim

Phone: 732-532-6723 DSN 987-6723

Fax: 732-532-5185 DSN 992-5185

e-mail: Diane.Grim@us.army.mil

c. Financial Management Office (FMO):

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

Phone: 732-532-0498 DSN 987-0498

Fax: 732-532-5185 DSN 992-5185

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

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

a. Check the Enterprise Agreement Summary Table to determine if software rights or maintenance have already been purchased and are available from DoD inventory. If they are available, purchase the designated software from DoD inventory and reimburse the SPM.

b. If the required software rights or maintenance are not available from inventory or from an ESA, you may use an alternate method of acquisition, subject to laws and policy.

c. If the required software rights or maintenance are not available from inventory but are available from an ESA, you must follow the procedure in the DFARS Section 208.74.

d. If you must obtain the software or software maintenance outside the DoD ESA, you must obtain a waiver from a management official designated by your DoD component.

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

2. Delivery Orders.

a. The scope of this effort is in accordance with the Computer Associates International, Inc. (CA) GSA FSS Contract Number GS-35F-0823M. Delivery requirements will be stipulated on Delivery Orders. **Notice to Ordering Offices:** This BPA was awarded on a sole-source non-competitive basis. Prior to issuing an order against this BPA, the ordering offices are responsible for compliance with GSA's Ordering Procedures for Services and DFARS 208.404-70.

b. Orders will be placed against this BPA in accordance with the Computer Associates International, Inc. (CA), GSA Contract and the APM-ASCP ordering instructions located at <https://ascp.monmouth.army.mil>. To identify orders purchased via this Agreement, the BPA number shall appear on each order. All orders shall include the BPA number, identification of

the ordering activity, point of contact phone number and electronic mail address, and items purchased. Orders must include the following:

BPA Number W91QUZ-04-A-0002

Name of end user's POC, telephone number, and email address

Quantity ordered by CLIN

Shipping address(es) and quantity to be delivered to each address (NOTE: Use commercial address to be used for delivery of diskettes, media, etc.)

Inspection and acceptance authority's name and telephone number.

CPU make, model, serial number, and location (site).

All maintenance Delivery Orders (132-32) require CA's internal site and contract number and CPU classification or description.

Name of User Agency/Activity/MACOM, end user address (Include CA's internal site number), technical contact and telephone number.

Any attachments to an order must be initialed and dated

Order and attachments must be faxed together to CA

- c. Ordering under this BPA is decentralized. Currently, the media used for orders is hardcopy, and through the APM-ASCP Marketplace. Each hardcopy order issued under this BPA shall be forwarded to APM-ASCP Centralized Order Processing Office (COPO) for verification and validation. Credit Card orders are permitted as provided under Computer Associates International, Inc. (CA), Inc.'s GSA Contract.

The APM-ASCP COPO address is:

PEO EIS

Assistant Project Manager, Army Small Computer Program

Attn: SFAE-PS-SCP (COPO)

Building 283 (Squier Hall)

Fort Monmouth, NJ 07703-5605

Voice: 1-888-232-4405 (toll-free)

Facsimile Number: 732-532-5185.

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

Computer Associates International, Inc. (CA), Inc.

BPA Number: - W91QUZ-04-A-0002

Attn: Pete Scalone

Company Address: 2291 Wood Oak Drive, Herndon, VA 20171

Voice: 703-709-4799

Facsimile Number: (703) 709-4403

E-mail: peter.scalone@ca.com

- d. The ordering office in accordance with their local procedures shall make the remaining distribution(s).

e. Computer Associates International, Inc. (CA), will only accept "hardcopy" orders that have been processed through the APM-ASCP COPO office.

f. Any request for a deviation from the terms of this BPA must be submitted in writing to the Contracting Officer at the following address:

US Army Contracting Agency ITEC4
ATTN: SFCA-IT-A
Hoffman Building 1, Room 284
2461 Eisenhower Avenue
Alexandria, VA 22331-1700

3. Delivery.

Deliveries shall be made to the locations specified in each order. The BPA price includes all delivery charges, F.O.B. shipping point for the 48 contiguous states, associated with shipping to the Government location identified in the ordering document. All deliveries shall be made F.O.B. Origin, Freight Prepaid. Computer Program delivery will be fulfilled via electronic delivery, if possible, at CA's discretion.

International shipments requiring special arrangements will be handled on a case-by-case basis, and may require additional fees. Only APM-ASCP can expedite orders.

4. Users' Ordering Guide.

The Contractor shall develop a Users' Ordering Guide in coordination with the Government that will be posted to the Contractor web site and various Government sites.

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

- a. URL where a complete list of products available, with appropriate contract line item numbers (CLINs) and associated prices can be found
- b. Government and Contractor points of contact
- c. Description of the ordering process
- d. Program Terms and Conditions
- e. License Terms and Conditions
- f. Information necessary to complete a DD350 (such as CAGE, DUNS, TIN, Business Size, etc.)
- g. Range of discounts

Links to DoD ESI and the Government web sites

5. E-Commerce Site.

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

6. DoD Email-IT Corridor.

As the scope of the DoD Email-IT Corridor becomes finalized, Computer Associates International, Inc. (CA), Inc. agrees to review and provide reasonable input to the Government in its development of an electronic ordering program.

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

7. Delivery Notice

All orders shall be F.O.B. Origin, Freight Prepaid. Unless otherwise agreed to, a delivery ticket or a sales slip must accompany all deliveries, with the exclusion of electronic deliveries, under this BPA. These slips must contain all applicable "Ship To" information contained on the Government Delivery Order together with the Delivery Order Number.

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

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

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

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

8. Free on Board.

Domestic and overseas delivery of the supplies identified in Exhibit A shall be in accordance with Section 3 and Section 8 herein.

9. Suspension.

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

D. INVOICING AND PAYMENT.

1. Invoicing

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

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

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

2. Payment.

Payment shall be made for items Net 30 Days from receipt of a valid invoice. Payment, terms shall be specified in each delivery order. Payment procedures are in accordance with the GSA Schedule. The payment office shall be identified on each delivery order issued against the BPA. The Government will make payment in accordance with Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular, A-125, Prompt Payment. FAR 52.232-25, Prompt Payment (June 1998) applies. At the option of the Government payments under this BPA may be made by check, electronic funds transfer, or the automated clearinghouse. Computer Associates International, Inc. (CA) will invoice maintenance on a quarterly basis in arrears. Software maintenance shall be in accordance with the provisions of Computer Associates International, Inc. (CA)'s GSA Schedule Contract.

3. Fast Payment Procedure.

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

4. Precedence.

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

5. Fees and Payments.

5.1 GSA Industrial Funding Fee

The unit prices include a markup to account for the GSA fee. The contractor shall be responsible for all required filings to GSA and for payment of this fee in accordance with applicable GSA instructions.

5.2 Acquisition, Contracting and Technical (ACT) Fee

The cost of awarding and administering this BPA is included in the prices charged to ordering activities. The Acquisition, Contracting and Technical (ACT) fee is 2%. Remittance of the ACT fee shall be made on a calendar quarterly basis (i.e., January-March; April-June; July-September; and October-December) and is due thirty (30) days following the completion of the reporting period. Negative reports are required. Failure to provide appropriate ACT fees within the prescribed 30 days, the amount shall be considered a debt to the United States Government under the terms of FAR 32.6. The Government may exercise all its rights under the contract, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17), interest). Failure of the Contractor to pay the ACT Fee in a timely manner may result in termination of the BPA.

5.2.1 Fee Distribution

The Navy, Army, Air Force and DISA 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 quarterly Fee for Service Report. This field shall be notated Air Force, Army, DISA, Navy or DoD as appropriate.

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

NAVY SALES:

The amount of ACT Fee due SPAWAR Systems Center Charleston shall be calculated at 1% of all Navy sales. Remit ACT fee to the Financial Management Office (FMO) by corporate or cashier's check made payable to "Treasurer of the United States". No transmittal letter is required with submission of Navy fee checks.

Checks must include the following information to ensure proper crediting of the payment:

BPA# - W91QUZ-04-A-0002
Program Title –Computer Associates
Regular US Post Office:
SPAWAR SYSTEMS CENTER CHARLESTON, NORFOLK OFFICE
Code 846.2, Bldg. V-53
Attn: E. Vonasek
PO Box 1376
Norfolk, VA 23501-1376

Overnight services:
SPAWAR SYSTEMS CENTER CHARLESTON, NORFOLK OFFICE
Code 846.2, Bldg. V-53
Attn: E. Vonasek
9456 Fourth Avenue
Norfolk, VA 23511-2130

ARMY SALES:

The amount of ACT fee due Program Executive Office Enterprise Information Systems (PEO EIS) shall be calculated at 2% of all Army/DOD Agency sales, and 1% for all other Service sales.

Remit ACT fee to PEO EIS by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA#W91QUZ-04-A-0002
ASCP Fee Reimbursement
Accounting Codes:
AA 97X4930 AFAC 015 0SX16 068142 3F 000000 923111 UIC: GTS100 JON: ZGT0011
REF: 923111*AQ418

Checks must be accompanied by a transmittal letter to ensure proper crediting of the payment.

Mail the check and transmittal letter to:
Program Executive Office Enterprise Information Systems (PEO EIS)
Assistant Project Manager, Army Small Computer Program
ATTN: SFAE-PS-EI-SCP (Financial Support Group)
Bldg. 283, Squier Hall
Fort Monmouth, NJ 07703

AIR FORCE SALES:

The amount of ACT fee due DFAS Pensacola shall be calculated at 1% of all Air Force sales.

Remit ACT fee to DFAS Pensacola by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA#W91QUZ-04-A-0002

ESI-SW Fee Sharing

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

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

Send check and a separate transmittal letter to:

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

FAX or Mail a copy of the check and transmittal letter to:

HQ SSG/AQPP
Financial Management
501 East Moore Drive
MAFB-Gunter Annex, AL 36114-3014
FAX: 334-416-5796

DLA SALES

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

Remit ACT Fee to the address provided below by corporate or cashiers check made payable to "Treasurer of the United States". No transmittal letter is required with submission of DLA's fee checks. Checks must include the following information to ensure proper crediting of the payment:

BPA Number: W91QUZ-04-A-0002

Send Check to the Following:

Defense Logistics Agency
DES Acquisition Staff Directorate
Attn: Connie House, DES-A
8725 John J. Kingman Road, Room 1145
Fort Belvoir, VA 22060-6220

Mail a copy of the check to:

Defense Logistics Agency
ATTN: Susan Lizzi, J-654
8725 John J. Kingman Road
Fort Belvoir, VA 22060-6221

Or email copy to:

susan.lizzi@dla.mil

LETTER OF TRANSMITTAL FOR ARMY FEE PAYMENTS

Computer Associates International, Inc. (CA)

MEMORANDUM FOR:

Army Small Computer Program
PEO Enterprise Information SystemsATTN: SFAE-PS-EI-SCP(Financial Support Group)
Squier Hall, Bldg. 283
Fort Monmouth, NJ 07703-5605

FROM:

Computer Associates International, Inc. (CA)
2291 Wood Oak Drive
Herndon, VA 20171-2823

SUBJECT: Collection of Check for (Contract Name) – FY (01,02, etc)

1. Line of Accounting to collect this ACT Fee into is:

AA 97X4930 AFAC 015 0SX16 068142 3F 000000 923111 UIC: GTS100 JON: ZGT0011
REF: 923111*AQ418

2. Direct questions to Financial Services Group, DSN 992-0498 or Commercial 732-532-0498.

LETTER OF TRANSMITTAL FOR AIR FORCE FEE PAYMENTS

Computer Associates International, Inc. (CA)

MEMORANDUM FOR:

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

FROM:

Computer Associates International, Inc. (CA)
2291 Wood Oak Drive
Herndon, VA 20171-2823

SUBJECT: Collection of Surcharge Checks from ESI-SW Fee Sharing with Other Services –
FY

1. Line of accounting to collect this ACT Fee into is:

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

2. Direct questions to (POC, Phone Number)

Provide a copy of this letter to:

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

BPA MANAGEMENT AND OVERSIGHT

1. General

The Contractor must provide centralized administration in support of all work performed under this BPA. The Computer Associates International, Inc. (CA), Inc. point of contact, Chris Sortzi, will be the single point of contact for administering this BPA, to include order acceptance, order status, reporting (as identified in paragraph 18), and other BPA related issues. The Computer Associates International, Inc. (CA), Inc. point of contact, at a minimum, is required to participate in periodic management reviews (which may require travel to a Government named site). Additional functions would include customer service, periodic program management reviews, invoicing, payment and submission of quarterly reports. The Contractor shall ensure that all sales personnel are aware of the Enterprise Software Initiative Program and enforce the policy that this BPA is the preferred DoD procurement vehicle for the products within.

2. Reporting.

Computer Associates International, Inc. (CA), Inc. shall provide the following reports to APM-ASCP on a quarterly basis:

Order Transactions Report (EXHIBIT B)

Vendor Status Report (EXHIBIT C)

Fee For Service Report (EXHIBIT D)

3. Records.

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

4. Army Information Technology Conference (AITC):

Computer Associates International, Inc. (CA), Inc. will attend the Army Information Technology Conference (AITC) during the existence of this BPA.

5. Marketing:

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

6. Virtual IT Marketplace. ESI and GSA have partnered to create the Virtual IT Marketplace (VITM). The VITM interfaces with GSA Advantage and provides ESI agreement product

information to the DoD customer. The Contractor shall follow GSA procedures for electronic loading of ESI contract information to the VITM and will be responsible to ensure that the VITM data is maintained in a current status.

7. 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 those 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 reasonably 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://deskbook.dau.mil/software/gen/home.html>.

8. STANDARDS:

a. Year 2000 Compliance.

All products provided under this BPA shall be Y2K compliant as defined in FAR 39.002.

b. JTA Compliance.

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

As applicable to the Computer Associates product family, existing mandated requirements as found in JTA-vol-I.pdf (dated November 2003) are fully supported by Computer Associates software solutions. For recognized, emerging standards, Computer Associates is either actively investigating the development to support such standards or agrees to develop toward such relevant, public standards based on actual adoption within the DoD. In specific cases where Computer Associates solutions are deemed to have no relevance to such standards, no such compliance is implied or should be inferred.

c. Section 508 of the Rehabilitation Act Compliance.

The computer programs provided under this BPA CLIN 001 through 007 meet the applicable accessibility standards at 36 CFR Part 1194.21 as required by FAR Case 1999-607. 508 Conformance Statements for CLINS 001 through 007 shall be provided to DoD. 508 conformance for CLIN 008 items shall be determined on an order-by-order basis as delivery

orders are issued for CLIN 008 computer programs. General information regarding the Section 508 Act can be found at the web site at www.section508.gov.

9. Additional Clauses:

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

b. Inventory. Currently, APM ASCP maintains an inventory of products for CLINs 0001 through 0007 under this BPA. Users having a requirement for the products under this BPA need only to provide PM SCP a Military Interdepartmental Purchase Request (MIPR) and ASCP Ordering Sheet as outlined in paragraph c below. Once the inventory has been depleted, delivery orders shall be processed in accordance with Section C. Paragraph 2 above.

c. When ordering CLINs 0001 through 0007, a Military Interdepartmental Purchase Request (MIPR) and completed ASCP Ordering Sheet (available on the ASCP website) shall be provided by the Ordering Office to APM ASCP with the following information.

BPA Number (W91QUZ-04-A-0002)

Name of end user's POC, telephone number, and email address

Quantity ordered by CLIN

Shipping address(es) and quantity to be delivered to each address (NOTE: Use commercial address to be used for delivery of diskettes, media, etc.)

Inspection and acceptance authority's name and telephone number.

CPU make, model, serial number, and location (site).

All maintenance Delivery Orders (132-32) require CA's internal site and contract number and CPU classification or description.

Name of User Agency/Activity/MACOM, end user address (Include CA's internal site number), technical contact and telephone number.

When a Delivery Order for the purchase of a license is issued and the price is reduced between the Delivery Order date and the date of acceptance, the lower price shall apply and the Delivery Order shall be amended accordingly.

Other Information - See APM ASCP web site <https://ascp.monmouth.army.mil> for special ordering instructions for enterprise licenses.

d. The following remittance addresses shall be utilized when placing orders against the Computer Associates BPA:

Payments by Electronic funds transfer:

Mellon Bank Center

Pittsburgh, Pennsylvania 15258

ABA# 043 000261

Operating Account Number 1781540

Account Name: Computer Associates International, Inc.

Payments by check payable to Computer Associates International, Inc.

Mailed to either address:

P. O. Box 360355

Pittsburgh, Pennsylvania 15251-6355

Or

Dept. 0730

P. O. Box 120001

Dallas, Texas 75312-0730

CA is required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for written delivery orders. Government purchase cards are acceptable for payment above the micro-purchase threshold.

SCHEDULE OF SUPPLIES/SERVICES

ITEM NO. (CLIN)	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Software Licenses - FFP				
	UNICENTER NETWORK & SYSTEMS MANAGEMENT (NSM) Manager, Software Delivery (SDO) Manager, Asset Management (AMO)Manager, Anti-Virus Manager - Inclusive of 12 months of Usage and Maintenance Fee (UMF) See Tier Rating Methodology				\$0.00
0001AA	Desktop FFP FOB Origin		Each	\$152.00	\$0.00
0001AB	Tier 1 FFP FOB Origin		Each	\$1,007.00	\$0.00
0001AC	Tier 2 FFP FOB Origin		Each	\$2,596.00	\$0.00
0001AD	Tier 3 FFP FOB Origin		Each	\$6,485.00	\$0.00
0001AE	Tier 4 FFP FOB Origin		Each	\$12,710.00	\$0.00
0001AF	Tier 5 FFP FOB Origin		Each	\$19,342.00	\$0.00
0001AG	Tier 6 FFP FOB Origin		Each	\$27,950.00	\$0.00
0001AH	Tier 7 FFP FOB Origin		Each	\$38,200.00	\$0.00
0001AI	Tier 8 FFP FOB Origin		Each	\$48,816.00	\$0.00
0001AJ	Tier 9 FFP FOB Origin		Each	\$63,916.00	\$0.00
0002	Software Licenses - FFP				
	UNICENTER NETWORK & SYSTEMS MANAGEMENT (NSM) Manager, Software Delivery (SDO) Manager, Asset Management (AMO)Manager, Anti-Virus Manager - Inclusive of 36 months of Usage and Maintenance Fee (UMF) See Tier Rating Methodology				\$0.00

0002AA	Desktop FFP FOB Origin		Each	\$237.00	\$0.00
0002AB	Tier 1 FFP FOB Origin		Each	\$1,573.00	\$0.00
0002AC	Tier 2 FFP FOB Origin		Each	\$3,853.00	\$0.00
0002AD	Tier 3 FFP FOB Origin		Each	\$9,658.00	\$0.00
0002AE	Tier 4 FFP FOB Origin		Each	\$16,103.00	\$0.00
0002AF	Tier 5 FFP FOB Origin		Each	\$25,127.00	\$0.00
0002AG	Tier 6 FFP FOB Origin		Each	\$36,841.00	\$0.00
0002AH	Tier 7 FFP FOB Origin		Each	\$50,865.00	\$0.00
0002AI	Tier 8 FFP FOB Origin		Each	\$66,566.00	\$0.00
0002AJ	Tier 9 FFP FOB Origin		Each	\$85,613.00	\$0.00
0003	Software Licenses - FFP				
	UNICENTER NETWORK & SYSTEMS MANAGEMENT (NSM) Manager, Software Delivery (SDO) Manager, Asset Management (AMO) Manager, Anti-Virus Manager - Inclusive of 12 months of Usage and Maintenance Fee (UMF) See Tier Rating Methodology ONE YEAR MAINTENANCE ONLY				\$0.00
0003AA	Desktop FFP FOB Origin		Each	\$43.00	\$0.00
0003AB	Tier 1 FFP FOB Origin		Each	\$285.00	\$0.00
0003AC	Tier 2 FFP FOB Origin		Each	\$631.00	\$0.00
0003AD	Tier 3 FFP FOB Origin		Each	\$1,588.00	\$0.00
0003AE	Tier 4 FFP FOB Origin		Each	\$3,110.00	\$0.00
0003AF	Tier 5 FFP FOB Origin		Each	\$4,702.00	\$0.00
0003AG	Tier 6 FFP FOB Origin		Each	\$6,772.00	\$0.00
0003AH	Tier 7 FFP FOB Origin		Each	\$9,236.00	\$0.00
0003AI	Tier 8 FFP FOB Origin		Each	\$12,025.00	\$0.00
0003AJ	Tier 9 FFP FOB Origin		Each	\$15,418.00	\$0.00
SCHEDULE OF SUPPLIES/SERVICES (CONTINUED)					
ITEM NO. (CLIN)	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0004	Software Licenses - FFP				
	Unicenter Desktop Agents for Software Delivery, Asset Management and eTrust Anti-Virus – One Year FFP FOB Origin See Tier Rating Methodology				\$0.00
0004AA	Desktop FFP FOB Origin		Each	\$25.00	\$0.00
0004AB	Tier 1 FFP FOB Origin		Each	\$69.00	\$0.00
0004AC	Tier 2 FFP FOB Origin		Each	\$235.00	\$0.00
0004AD	Tier 3 FFP FOB Origin		Each	\$747.00	\$0.00
0004AE	Tier 4 FFP FOB Origin		Each	\$1,445.00	\$0.00
0004AF	Tier 5 FFP FOB Origin		Each	\$1,841.00	\$0.00
0004AG	Tier 6 FFP FOB Origin		Each	\$2,357.00	\$0.00
0004AH	Tier 7 FFP FOB Origin		Each	\$2,945.00	\$0.00
0004AI	Tier 8 FFP FOB Origin		Each	\$3,681.00	\$0.00
0004AJ	Tier 9 FFP FOB Origin		Each	\$4,601.00	\$0.00
0005	Software Licenses - FFP				
	Unicenter Desktop Agents for Software Delivery, Asset Management and eTrust Anti-Virus – Three Years FFP FOB Origin See Tier Rating Methodology				\$0.00
0005AA	Desktop FFP FOB Origin		Each	\$75.00	\$0.00
0005AB	Tier 1 FFP FOB Origin		Each	\$207.00	\$0.00
0005AC	Tier 2 FFP FOB Origin		Each	\$705.00	\$0.00
0005AD	Tier 3 FFP FOB Origin		Each	\$2,241.00	\$0.00

0005AE	Tier 4 FFP FOB Origin		Each	\$4,335.00	\$0.00
0005AF	Tier 5 FFP FOB Origin		Each	\$5,523.00	\$0.00
0005AG	Tier 6 FFP FOB Origin		Each	\$7,071.00	\$0.00
0005AH	Tier 7 FFP FOB Origin		Each	\$8,835.00	\$0.00
0005AI	Tier 8 FFP FOB Origin		Each	\$11,043.00	\$0.00
0005AJ	Tier 9 FFP FOB Origin		Each	\$13,803.00	\$0.00
0006	Software Licenses - FFP				
	Unicenter Desktop Agents for Software Delivery, Asset Management and eTrust Anti-Virus ONE-YEAR MAINTENANCE ONLY FFP FOB Origin See Tier Rating Methodology				\$0.00
0006AA	Desktop FFP FOB Origin		Each	\$25.00	\$0.00
0006AB	Tier 1 FFP FOB Origin		Each	\$69.00	\$0.00
0006AC	Tier 2 FFP FOB Origin		Each	\$235.00	\$0.00
0006AD	Tier 3 FFP FOB Origin		Each	\$747.00	\$0.00
0006AE	Tier 4 FFP FOB Origin		Each	\$1,445.00	\$0.00
0006AF	Tier 5 FFP FOB Origin		Each	\$1,841.00	\$0.00
0006AG	Tier 6 FFP FOB Origin		Each	\$2,357.00	\$0.00
0006AH	Tier 7 FFP FOB Origin		Each	\$2,945.00	\$0.00
0006AI	Tier 8 FFP FOB Origin		Each	\$3,681.00	\$0.00
0006AJ	Tier 9 FFP FOB Origin		Each	\$4,601.00	\$0.00
0007	eTRUST ANTI-VIRUS inclusive of 12 months usage and maintenance. 100 copy minimum Same price for any Tier FFP FOB Origin See Tier Rating Methodology		Each	\$1.00	\$0.00
0008	Software Licensing – Special Items 132-32 and 132-33, covers offerings available on GSA ScheduleGS-35F-0823M, at the lesser of a negotiated rate or the then-prevailing GSA rate.				
0009	Maintenance of Software – Special Items 132-34, covers offerings available on GSA ScheduleGS-35F-0823M, at the lesser of a negotiated rate or the then-prevailing GSA rate.				
0010	IT Professional Services – Special Item 132-51, covers offerings available on GSA Schedule GS-35F-0823M, at the lesser of a negotiated rate or the then-prevailing GSA rate.				
0011	Training – Special Item 132-50, covers offerings available on GSA Schedule GS-35F-0823M, at the lesser of a negotiated rate or the then-prevailing GSA rate.				

ITEM No.	SUPPLIES/SERVICES	OEM	OEM PRODUCT CODE	QUANTITY	UNIT OF ISSUE	Unit Price	Amount
0012	Enterprise Modeling Software Erwin and BPwin – for orders placed during the period of June 1, 2006 through September 25, 2007	CA					
0012AA	ERwin 4.0 New. New copies of product purchased during the period June 1, 2006 through September 25, 2007 at 60% off GSA price.	CA	ERwin..499000	1	Each	\$1,304	\$1,304

0012AB	ERwin 4.0 Maintenance. Maintenance purchased during the period June 1, 2006 through September 25, 2007 to cover a 12 month period at 20% off GSA price	CA	ERwin..499000	1	Each (12-month period)	\$521	\$521
0012AC	ERwin 4.0 New Version. New version for those users of Erwin version 3.52 or earlier upgrading during the period June 1, 2006 through September 25, 2007	CA	BRwin..499000	1	Each	\$391	\$391
0012AD	BPwin 4.0 New. New copies of product purchased during the period June 1, 2006 through September 25, 2007 at 60% off GSA price.	CA	BPwin..499000	1	Each	\$879	\$879
0012AE	BPwin 4.0 Maintenance. Maintenance purchased during the period June 1, 2006 through September 25, 2007 to cover a 12 month period at 20% off GSA price	CA	BPwin..499000	1	Each (12-month period)	\$149	\$149
0012AF	BPwin 4.0 New Version. New version for those users of BPwin version 3.52 or earlier upgrading during the period June 1, 2006 through September 25, 2007	CA	BPwin..499000	1	Each	\$224	\$224

9. Additional Clauses

- a. Add "and CLIN 0012" after CLIN 0007 in Section entitled BPA Management and Oversight, subsection 9 Additional Clauses, paragraphs b and c.
- b. Change remittance address in paragraph d to the following:

Philadelphia Lockbox

CA, Inc

Box 3591

PO Box 8500

Philadelphia, PA 19178-3591

Atlanta Lockbox

CA, Inc

PO Box 933316

Atlanta, GA 31193-3316

Electronic Funds Transfer

Wachovia Bank, NA

ABA #: 0312-0146-7

Account Name: CA, Inc

Account #: 2000028313816

CA Clarity Software Licensing**1. Authorized Use - Environment**

Licensee is granted the right to install and use the Clarity Licensed Programs in not more than three (3) Environments, of which only one (1) may be a production Environment. An Environment can consist of any or all of the following, provided that all of the servers in the Environment function as one logical Environment: one or more application servers, search servers, report servers, background servers, and/or database servers. Typical examples of Environments include production Environments, development Environments and test Environments. Licensee may not install and use Clarity Licensed Programs in more than three (3) Environments, nor in more than one (1) production Environment, without paying additional software license fees to CA. A production Environment is a computer system used to process an organization's daily work on a real-time operation and may be a mission critical computer system in the organization. Production Environments are not systems used only for development and testing.

2. Authorized Use – User

“Creators”: means Licensee’s designated users who have full use of and access to the functions within the Clarity product modules licensed (other than Clarity Studio).

“Participants”: means Licensee’s designated users who have limited rights to the functions within the Clarity product modules licensed, and may only (i) view data and run reports in all licensed modules; (ii) collaboratively participate in processes, discussions and document sharing and receive notifications in all licensed modules; (iii) view project tasks and calendars, and report and approve time and project status, in the Project Manager module; and (iv) enter and view status of ideas in the Portfolio Manager module.

“Developers” means Licensee’s designated users who have full use of Clarity Studio to configure and tailor the system, including creating portlets and custom pages, configuring objects through the PowerMods functionality, and tailoring the user interface menus and look-and-feel. Developers also have full Creator rights to all other licensed modules.

“Viewers”: means Licensee’s designated users who have limited rights to the functions within the Clarity product modules licensed, as indicated below, and may only (i) view data and run reports in all licensed modules; (ii) originate idea workflows, and participate in the continuation of those workflows.

ITEM NO.	PRODUCT CODE	SUPPLIES/SERVICES	PLATFORM	QTY	UNIT OF ISSUE	UNIT PRICE	EXTENDED AMOUNT
0013	Clarity Project and Portfolio Management inclusive of 12 months Usage and Maintenance Fee (UMF) FOB Origin						ONE TIME FEE
0013AA	NCCRUL99000	CA CLARITY CREATOR	MULTI		User	\$1,006	
0013AB	NCDMMS05900	CA CLARITY DEMAND MANAGER FOR MS-SQL	WINDOWS		Environment	\$17,000	
0013AC	NCDMMO01300	CA CLARITY DEMAND MANAGER FOR ORACLE	IBM AIX		Environment	\$17,000	
0013AD	NCDMMO05900	CA CLARITY DEMAND MANAGER FOR ORACLE	WINDOWS		Environment	\$17,000	
0013AE	NCDMMO06300	CA CLARITY DEMAND MANAGER FOR ORACLE	HP UX		Environment	\$17,000	
0013AF	NCDMMO10600	CA CLARITY DEMAND MANAGER FOR ORACLE	SOLARIS		Environment	\$17,000	
0013AG	NCDMMO56300	CA CLARITY DEMAND MANAGER FOR ORACLE	HP UX		Environment	\$17,000	
0013AH	NCFIMS05900	CA CLARITY FINANCIAL MANAGER FOR MS-SQL	WINDOWS		Environment	\$33,930	
0013AI	NCFIMO01300	CA CLARITY FINANCIAL	IBM AIX		Environment	\$33,930	

		MANAGER FOR ORACLE					
0013AJ	NCFIMO05900	CA CLARITY FINANCIAL MANAGER FOR ORACLE	WINDOWS		Environment	\$33,930	
0013AK	NCFIMO06300	CA CLARITY FINANCIAL MANAGER FOR ORACLE	HP UX		Environment	\$33,930	

ITEM NO.	PRODUCT CODE	SUPPLIES/SERVICES	PLATFORM	QTY	UNIT OF ISSUE	UNIT PRICE	EXTENDED AMOUNT
0013	Clarity Project and Portfolio Management inclusive of 12 months Usage and Maintenance Fee (UMF) FOB Origin						ONE TIME FEE
0013AL	NCFIMO10600	CA CLARITY FINANCIAL MANAGER FOR ORACLE	SOLARIS		Environment	\$33,930	
0013AM	NCFIMO56300	CA CLARITY FINANCIAL MANAGER FOR ORACLE	HP UX		Environment	\$33,930	
0013AN	NCPAUL99000	CA CLARITY PARTICIPANT	MULTI		User	\$204	
0013AO	NCPOMS05900	CA CLARITY PORTFOLIO MANAGER FOR MS-SQL	MULTI		Environment	\$33,930	
0013AP	NCPOMO01300	CA CLARITY PORTFOLIO MANAGER FOR ORACLE	WINDOWS		Environment	\$33,930	
0013AQ	NCPOMO05900	CA CLARITY PORTFOLIO MANAGER FOR ORACLE	IBM AIX		Environment	\$33,930	
0013AR	NCPOMO06300	CA CLARITY PORTFOLIO MANAGER FOR ORACLE	HP UX		Environment	\$33,930	
0013AS	NCPOMO10600	CA CLARITY PORTFOLIO MANAGER FOR ORACLE	SOLARIS		Environment	\$33,930	
0013AT	NCPOMO56300	CA CLARITY PORTFOLIO MANAGER FOR ORACLE	HP UX		Environment	\$33,930	
0013AU		RESERVED					
0013AV		RESERVED					
0013AW		RESERVED					
0013AX		RESERVED					
0013AY		RESERVED					
0013AZ	NCPRMS05900	CA CLARITY PROCESS MANAGER FOR MS-SQL	WINDOWS		Environment	\$17,000	
0013BA	NCPRMO01300	CA CLARITY PROCESS MANAGER FOR ORACLE	IBM AIX		Environment	\$17,000	
0013BB	NCPRMO05900	CA CLARITY PROCESS MANAGER FOR ORACLE	WINDOWS		Environment	\$17,000	
0013BC	NCPRMO06300	CA CLARITY PROCESS MANAGER FOR ORACLE	HP UX		Environment	\$17,000	
0013BD	NCPRMO10600	CA CLARITY PROCESS MANAGER FOR ORACLE	SOLARIS		Environment	\$17,000	
0013BE	NCPRMO56300	CA CLARITY PROCESS MANAGER FOR ORACLE	HP UX		Environment	\$17,000	
0013BF	NCPJMS05900	CA CLARITY PROJECT MANAGER FOR MS-SQL	WINDOWS		Environment	\$17,000	
0013BG	NCPJMO01300	CA CLARITY PROJECT MANAGER FOR ORACLE	IBM AIX		Environment	\$17,000	
0013BH	NCPJMO05900	CA CLARITY PROJECT MANAGER FOR ORACLE	WINDOWS		Environment	\$17,000	
0013BI	NCPJMO06300	CA CLARITY PROJECT MANAGER FOR ORACLE	HP UX		Environment	\$17,000	
0013BJ	NCPJMO10600	CA CLARITY PROJECT MANAGER FOR ORACLE	SOLARIS		Environment	\$17,000	
0013BK	NCPJMO56300	CA CLARITY PROJECT MANAGER FOR ORACLE	HP UX		Environment	\$17,000	
0013BL		RESERVED					
0013BM		RESERVED					
0013BN		RESERVED					
0013BO		RESERVED					
0013BP		RESERVED					
0013BQ	NCREMS05900	CA CLARITY RESOURCE PLANNER FOR MS-SQL	WINDOWS		Environment	\$17,000	
0013BR	NCREMO01300	CA CLARITY RESOURCE PLANNER FOR ORACLE	IBM AIX		Environment	\$17,000	
0013BS	NCREMO05900	CA CLARITY RESOURCE PLANNER FOR ORACLE	WINDOWS		Environment	\$17,000	
0013BT	NCREMO06300	CA CLARITY RESOURCE	HP UX		Environment	\$17,000	

		PLANNER FOR ORACLE					
--	--	--------------------	--	--	--	--	--

ITEM NO.	PRODUCT CODE	SUPPLIES/SERVICES	PLATFORM	QTY	UNIT OF ISSUE	UNIT PRICE	EXTENDED AMOUNT
0013	Clarity Project and Portfolio Management inclusive of 12 months Usage and Maintenance Fee (UMF) FOB Origin						ONE TIME FEE
0013BU	NCREMO10600	CA CLARITY RESOURCE PLANNER FOR ORACLE	SOLARIS		Environment	\$17,000	
0013BV	NCREMO56300	CA CLARITY RESOURCE PLANNER FOR ORACLE	HP UX		Environment	\$17,000	
0013BW	NCSCMS05900	CA CLARITY SCHEDULE CONNECT FOR MS-SQL F/K/A CA CLARITY SCHEDULE CONNECT BUNDLE FOR MS-SQL	WINDOWS		Environment	\$6,800	
0013BX	NCSCMO01300	CA CLARITY SCHEDULE CONNECT FOR ORACLE F/K/A CA CLARITY SCHEDULE CONNECT BUNDLE FOR ORACLE	IBM AIX		Environment	\$6,800	
0013BY	NCSCMO05900	CA CLARITY SCHEDULE CONNECT FOR ORACLE F/K/A CA CLARITY SCHEDULE CONNECT BUNDLE FOR ORACLE	WINDOWS		Environment	\$6,800	
0013BZ	NCSCMO06300	CA CLARITY SCHEDULE CONNECT FOR ORACLE F/K/A CA CLARITY SCHEDULE CONNECT BUNDLE FOR ORACLE	HP UX		Environment	\$6,800	
0013CA	NCSCMO10600	CA CLARITY SCHEDULE CONNECT FOR ORACLE F/K/A CA CLARITY SCHEDULE CONNECT BUNDLE FOR ORACLE	SOLARIS		Environment	\$6,800	
0013CB	NCSCMO56300	CA CLARITY SCHEDULE CONNECT FOR ORACLE F/K/A CA CLARITY SCHEDULE CONNECT BUNDLE FOR ORACLE	HP UX		Environment	\$6,800	
0013CC	NCSVCS05900	CA CLARITY SERVICE CONNECT FOR MS-SQL F/K/A CA CLARITY SERVICE CONNECT REMEDY FOR MS-SQL	WINDOWS		Environment	\$6,800	
0013CD	NCSVCO01300	CA CLARITY SERVICE CONNECT FOR MS-SQL F/K/A CA CLARITY SERVICE CONNECT REMEDY FOR MS-SQL	IBM AIX		Environment	\$6,800	
0013CE	NCSVCO05900	CA CLARITY SERVICE CONNECT FOR MS-SQL F/K/A CA CLARITY SERVICE CONNECT REMEDY FOR MS-SQL	WINDOWS		Environment	\$6,800	
0013CF	NCSVCO06300	CA CLARITY SERVICE CONNECT FOR MS-SQL F/K/A CA CLARITY SERVICE CONNECT REMEDY FOR MS-SQL	HP UX		Environment	\$6,800	
0013CG	NCSVCO10600	CA CLARITY SERVICE CONNECT FOR MS-SQL F/K/A CA CLARITY SERVICE CONNECT REMEDY FOR MS-SQL	SOLARIS		Environment	\$6,800	
0013CH	NCSVCO56300	CA CLARITY SERVICE	HP UX		Environment	\$6,800	

		CONNECT FOR MS-SQL F/K/A CA CLARITY SERVICE CONNECT REMEDY FOR MS-SQL					
0013CI	NCADUL99000	CA CLARITY STUDIO DEVELOPER	MULTI		Environment	\$17,000	
0013CJ	NCSTMS05900	CA CLARITY STUDIO FOR MS-SQL	WINDOWS		Environment	\$33,930	
0013CK	NCSTMO01300	CA CLARITY STUDIO FOR ORACLE	IBM AIX		Environment	\$33,930	
0013CL	NCSTMO05900	CA CLARITY STUDIO FOR ORACLE	WINDOWS		Environment	\$33,930	

ITEM NO.	PRODUCT CODE	SUPPLIES/SERVICES	PLATFORM	QTY	UNIT OF ISSUE	UNIT PRICE	EXTENDED AMOUNT
0013	Clarity Project and Portfolio Management inclusive of 12 months Usage and Maintenance Fee (UMF) FOB Origin						ONE TIME FEE
0013CM	NCSTMO06300	CA CLARITY STUDIO FOR ORACLE	HP UX		Environment	\$33,930	
0013CN	NCSTMO10600	CA CLARITY STUDIO FOR ORACLE	SOLARIS		Environment	\$33,930	
0013CO	NCSTMO56300	CA CLARITY STUDIO FOR ORACLE	HP UX		Environment	\$33,930	
0013CP	NCVWUP99000	CA CLARITY VIEWERS - 100 USER PACK	MULTI		User Pack	\$6,450	

ITEM NO.	PRODUCT CODE	SUPPLIES/SERVICES	PLATFORM	QTY	UNIT OF ISSUE	UNIT PRICE	EXTENDED AMOUNT
0014	Clarity Project and Portfolio Management inclusive of 36 months Usage and Maintenance Fee (UMF) FOB Origin						3 EQUAL ANNUAL PAYMENTS
0014AA	NCCRUL99000	CA CLARITY CREATOR	MULTI		User	\$446	
0014AB	NCDMMS05900	CA CLARITY DEMAND MANAGER FOR MS-SQL	WINDOWS		Environment	\$7,540	
0014AC	NCDMMO01300	CA CLARITY DEMAND MANAGER FOR ORACLE	IBM AIX		Environment	\$7,540	
0014AD	NCDMMO05900	CA CLARITY DEMAND MANAGER FOR ORACLE	WINDOWS		Environment	\$7,540	
0014AE	NCDMMO06300	CA CLARITY DEMAND MANAGER FOR ORACLE	HP UX		Environment	\$7,540	
0014AF	NCDMMO10600	CA CLARITY DEMAND MANAGER FOR ORACLE	SOLARIS		Environment	\$7,540	
0014AG	NCDMMO56300	CA CLARITY DEMAND MANAGER FOR ORACLE	HP UX		Environment	\$7,540	
0014AH	NCFIMS05900	CA CLARITY FINANCIAL MANAGER FOR MS-SQL	WINDOWS		Environment	\$15,080	
0014AI	NCFIMO01300	CA CLARITY FINANCIAL MANAGER FOR ORACLE	IBM AIX		Environment	\$15,080	
0014AJ	NCFIMO05900	CA CLARITY FINANCIAL MANAGER FOR ORACLE	WINDOWS		Environment	\$15,080	
0014AK	NCFIMO06300	CA CLARITY FINANCIAL MANAGER FOR ORACLE	HP UX		Environment	\$15,080	
0014AL	NCFIMO10600	CA CLARITY FINANCIAL MANAGER FOR ORACLE	SOLARIS		Environment	\$15,080	
0014AM	NCFIMO56300	CA CLARITY FINANCIAL MANAGER FOR ORACLE	HP UX		Environment	\$15,080	
0014AN	NCPAUL99000	CA CLARITY PARTICIPANT	MULTI		User	\$90	
0014AO	NCPOMS05900	CA CLARITY PORTFOLIO MANAGER FOR MS-SQL	MULTI		Environment	\$15,080	
0014AP	NCPOMO01300	CA CLARITY PORTFOLIO MANAGER FOR ORACLE	WINDOWS		Environment	\$15,080	

0014AQ	NCPOMO05900	CA CLARITY PORTFOLIO MANAGER FOR ORACLE	IBM AIX		Environment	\$15,080	
0014AR	NCPOMO06300	CA CLARITY PORTFOLIO MANAGER FOR ORACLE	HP UX		Environment	\$15,080	
0014AS	NCPOMO10600	CA CLARITY PORTFOLIO MANAGER FOR ORACLE	SOLARIS		Environment	\$15,080	
0014AT	NCPOMO56300	CA CLARITY PORTFOLIO MANAGER FOR ORACLE	HP UX		Environment	\$15,080	
0014AU		RESERVED					
0014AV		RESERVED					
0014AW		RESERVED					
0014AX		RESERVED					
0014AY		RESERVED					
0014 AZ	NCPRMS05900	CA CLARITY PROCESS MANAGER FOR MS-SQL	WINDOWS		Environment	\$7,540	

ITEM NO.	PRODUCT CODE	SUPPLIES/SERVICES	PLATFOR M	QTY	UNIT OF ISSUE	UNIT PRICE	EXTENDE D AMOUNT
0014	Clarity Project and Portfolio Management inclusive of 36 months Usage and Maintenance Fee (UMF) FOB Origin						3 EQUAL ANNUAL PAYMENT S
0014BA	NCPRMO01300	CA CLARITY PROCESS MANAGER FOR ORACLE	IBM AIX		Environment	\$7,540	
0014BB	NCPRMO05900	CA CLARITY PROCESS MANAGER FOR ORACLE	WINDOWS		Environment	\$7,540	
0014BC	NCPRMO06300	CA CLARITY PROCESS MANAGER FOR ORACLE	HP UX		Environment	\$7,540	
0014BD	NCPRMO10600	CA CLARITY PROCESS MANAGER FOR ORACLE	SOLARIS		Environment	\$7,540	
0014BE	NCPRMO56300	CA CLARITY PROCESS MANAGER FOR ORACLE	HP UX		Environment	\$7,540	
0014BF	NCPJMS05900	CA CLARITY PROJECT MANAGER FOR MS-SQL	WINDOWS		Environment	\$7,540	
0014BG	NCPJMO01300	CA CLARITY PROJECT MANAGER FOR ORACLE	IBM AIX		Environment	\$7,540	
0014BH	NCPJMO05900	CA CLARITY PROJECT MANAGER FOR ORACLE	WINDOWS		Environment	\$7,540	
0014BI	NCPJMO06300	CA CLARITY PROJECT MANAGER FOR ORACLE	HP UX		Environment	\$7,540	
0014BJ	NCPJMO10600	CA CLARITY PROJECT MANAGER FOR ORACLE	SOLARIS		Environment	\$7,540	
0014BK	NCPJMO56300	CA CLARITY PROJECT MANAGER FOR ORACLE	HP UX		Environment	\$7,540	
0014BL		RESERVED					
0014BM		RESERVED					
0014BN		RESERVED					
0014BO		RESERVED					
0014BP		RESERVED					
0014BQ	NCREMS05900	CA CLARITY RESOURCE PLANNER FOR MS-SQL	WINDOWS		Environment	\$7,540	
0014BR	NCREMO01300	CA CLARITY RESOURCE PLANNER FOR ORACLE	IBM AIX		Environment	\$7,540	
0014BS	NCREMO05900	CA CLARITY RESOURCE PLANNER FOR ORACLE	WINDOWS		Environment	\$7,540	
0014BT	NCREMO06300	CA CLARITY RESOURCE PLANNER FOR ORACLE	HP UX		Environment	\$7,540	
0014BU	NCREMO10600	CA CLARITY RESOURCE PLANNER FOR ORACLE	SOLARIS		Environment	\$7,540	
0014BV	NCREMO56300	CA CLARITY RESOURCE PLANNER FOR ORACLE	HP UX		Environment	\$7,540	
0014BW	NCSCMS05900	CA CLARITY SCHEDULE CONNECT FOR MS-SQL	WINDOWS		Environment	\$3,016	

		F/K/A CA CLARITY SCHEDULE CONNECT BUNDLE FOR MS-SQL					
0014BX	NCSCMO01300	CA CLARITY SCHEDULE CONNECT FOR ORACLE F/K/A CA CLARITY SCHEDULE CONNECT BUNDLE FOR ORACLE	IBM AIX		Environment	\$3,016	
0014BY	NCSCMO05900	CA CLARITY SCHEDULE CONNECT FOR ORACLE F/K/A CA CLARITY SCHEDULE CONNECT BUNDLE FOR ORACLE	WINDOWS		Environment	\$3,106	
0014BZ	NCSCMO06300	CA CLARITY SCHEDULE CONNECT FOR ORACLE F/K/A CA CLARITY SCHEDULE CONNECT BUNDLE FOR ORACLE	HP UX		Environment	\$3,016	
0014CA	NCSCMO56300	CA CLARITY SCHEDULE CONNECT FOR ORACLE F/K/A CA CLARITY SCHEDULE CONNECT BUNDLE FOR ORACLE	SOLARIS		Environment	\$3,016	
ITEM NO.	PRODUCT CODE	SUPPLIES/SERVICES	PLATFORM	QTY	UNIT OF ISSUE	UNIT PRICE	EXTENDED AMOUNT
0014	Clarity Project and Portfolio Management inclusive of 36 months Usage and Maintenance Fee (UMF) FOB Origin						3 EQUAL ANNUAL PAYMENTS
0014CB	NCSCMO56300	CA CLARITY SCHEDULE CONNECT FOR ORACLE F/K/A CA CLARITY SCHEDULE CONNECT BUNDLE FOR ORACLE	HP UX		Environment	\$3,016	
0014CC	NCSVCS05900	CA CLARITY SERVICE CONNECT FOR MS-SQL F/K/A CA CLARITY SERVICE CONNECT REMEDY FOR MS-SQL	WINDOWS		Environment	\$3,016	
0014CD	NCSVCO01300	CA CLARITY SERVICE CONNECT FOR MS-SQL F/K/A CA CLARITY SERVICE CONNECT REMEDY FOR MS-SQL	IBM AIX		Environment	\$3,016	
0014CE	NCSVCO05900	CA CLARITY SERVICE CONNECT FOR MS-SQL F/K/A CA CLARITY SERVICE CONNECT REMEDY FOR MS-SQL	WINDOWS		Environment	\$3,016	
0014CF	NCSVCO06300	CA CLARITY SERVICE CONNECT FOR MS-SQL F/K/A CA CLARITY SERVICE CONNECT REMEDY FOR MS-SQL	HP UX		Environment	\$3,016	
0014CG	NCSVCO10600	CA CLARITY SERVICE CONNECT FOR MS-SQL F/K/A CA CLARITY SERVICE CONNECT REMEDY FOR MS-SQL	SOLARIS		Environment	\$3,016	
0014CH	NCSVCO56300	CA CLARITY SERVICE CONNECT FOR MS-SQL F/K/A CA CLARITY SERVICE CONNECT REMEDY FOR MS-SQL	HP UX		Environment	\$3,016	
0014CI	NCADUL99000	CA CLARITY STUDIO DEVELOPER	MULTI		Environment	\$7,540	
0014CJ	NCSTMS05900	CA CLARITY STUDIO FOR MS-SQL	WINDOWS		Environment	\$15,080	

0014CK	NCSTMO01300	CA CLARITY STUDIO FOR ORACLE	IBM AIX		Environment	\$15,080	
0014CL	NCSTMO05900	CA CLARITY STUDIO FOR ORACLE	WINDOWS		Environment	\$15,080	
0014CM	NCSTMO06300	CA CLARITY STUDIO FOR ORACLE	HP UX		Environment	\$15,080	
0014CN	NCSTMO10600	CA CLARITY STUDIO FOR ORACLE	SOLARIS		Environment	\$15,080	
0014CO	NCSTMO56300	CA CLARITY STUDIO FOR ORACLE	HP UX		Environment	\$15,080	
0014CP	NCVWUP99000	CA CLARITY VIEWERS - 100 USER PACK	MULTI		User Pack	\$2,865	

Additional Discounts for CLIN 0013 and CLIN 0014

Clarity Software Transaction Discount Table

Software Transaction Discount		
	Software (only) Value	Discount
A	\$ 1,000	0.0%
B	\$ 750,000	5.0%
C	\$ 1,500,000	10.0%
D	\$ 2,500,000	15.0%
E	\$ 4,000,000	20.0%
F	\$ 7,500,000	25.0%
G	\$ 10,000,000	30.0%

Notes:

1. The Software Transaction Discount will be applied to the total Software ESI Price (with Funding Fee) of licenses purchased under a single Order. It is not cumulative over time.
2. The software Transaction Discount will only apply to the Software portion of an order.
4. In order to reach the Discount Levels specified the minimum Software Value must be achieved for that level.
4. The software Transaction Discount earned on a specific transaction/order will not apply to any previous or future transactions/orders. The Software Transaction Discount is order specific.

Clarity Software Accumulation Discount Table

Software Accumulation Discount		
	Total Amount in Previous Year	Based On Actual Contract Value
A	\$ 1,000	0%
B	\$ 750,000	0%
C	\$ 1,500,000	2%
D	\$ 2,500,000	3%
E	\$ 4,000,000	4%
F	\$ 7,500,000	5%
G	\$ 10,000,000	6%

Notes:

1. A Software Accumulation Discount will be applied to the total Software ESI Price (with Funding Fee) of licenses purchased under a single Order.
2. The Accumulation Discount is based upon the cumulative DoD sales over a one year Accumulation Period as calculated against net discounted software purchases.

3. *The Accumulation Period is based on the previous 12-month period with the initial period commencing upon execution of the Agreement running through March 31, 2007. Each April 1, thereafter, the Accumulation Discount will be reset based upon cumulative sales from the preceding 12-month period.*

Calculating Discounts

Step 1: Calculate purchase price based upon the DoD/ESI Price List.

Step 2: Determine the Transaction Discount, if any.

Step 3: Determine the Accumulation Discount (only applies to software), if any.

Step 4: Add the Transaction Discount and the Accumulation Discount.

Step 5: Multiply the purchase price from Step 1 by 1 minus the discount from Step 4

DoD/ESI List Purchase Price*[1-(Transaction Discount + Accumulation Discount)] = Final Purchase Price

CLIN 0015 is the Maintenance CLIN for the Clarity products**DISCOUNTS DO NOT APPLY TO ANNUAL MAINTENANCE**

ITEM NO.	PRODUCT CODE	SUPPLIES/SERVICES	PLATFORM	QTY	UNIT OF ISSUE	UNIT PRICE	EXTENDED AMOUNT
0015	Clarity Project and Portfolio Management One Year of Usage and Maintenance Fee (UMF) FOB Origin						ANNUAL MAINTENANCE FEE
0015AA	NCCRUL99000	CA CLARITY CREATOR	MULTI		User	\$351	
0015AB	NCDMMS05900	CA CLARITY DEMAND MANAGER FOR MS-SQL	WINDOWS		Environment	\$4,500	
0015AC	NCDMMO01300	CA CLARITY DEMAND MANAGER FOR ORACLE	IBM AIX		Environment	\$4,500	
0015AD	NCDMMO05900	CA CLARITY DEMAND MANAGER FOR ORACLE	WINDOWS		Environment	\$4,500	
0015AE	NCDMMO06300	CA CLARITY DEMAND MANAGER FOR ORACLE	HP UX		Environment	\$4,500	
0015AF	NCDMMO10600	CA CLARITY DEMAND MANAGER FOR ORACLE	SOLARIS		Environment	\$4,500	
0015AG	NCDMMO56300	CA CLARITY DEMAND MANAGER FOR ORACLE	HP UX		Environment	\$4,500	
0015AH	NCFIMS05900	CA CLARITY FINANCIAL MANAGER FOR MS-SQL	WINDOWS		Environment	\$9,000	
0015AI	NCFIMO01300	CA CLARITY FINANCIAL MANAGER FOR ORACLE	IBM AIX		Environment	\$9,000	
0015AJ	NCFIMO05900	CA CLARITY FINANCIAL MANAGER FOR ORACLE	WINDOWS		Environment	\$9,000	
0015AK	NCFIMO06300	CA CLARITY FINANCIAL MANAGER FOR ORACLE	HP UX		Environment	\$9,000	
0015AL	NCFIMO10600	CA CLARITY FINANCIAL MANAGER FOR ORACLE	SOLARIS		Environment	\$9,000	
0015AM	NCFIMO56300	CA CLARITY FINANCIAL MANAGER FOR ORACLE	HP UX		Environment	\$9,000	
0015AN	NCPAUL99000	CA CLARITY PARTICIPANT	MULTI		User	\$71	
0015AO	NCPOMS05900	CA CLARITY PORTFOLIO MANAGER FOR MS-SQL	MULTI		Environment	\$9,000	
0015AP	NCPOMO01300	CA CLARITY PORTFOLIO MANAGER FOR ORACLE	WINDOWS		Environment	\$9,000	
0015AQ	NCPOMO05900	CA CLARITY PORTFOLIO MANAGER FOR ORACLE	IBM AIX		Environment	\$9,000	
0015AR	NCPOMO06300	CA CLARITY PORTFOLIO MANAGER FOR ORACLE	HP UX		Environment	\$9,000	
0015AS	NCPOMO10600	CA CLARITY PORTFOLIO MANAGER FOR ORACLE	SOLARIS		Environment	\$9,000	
0015AT	NCPOMO56300	CA CLARITY PORTFOLIO MANAGER FOR ORACLE	HP UX		Environment	\$9,000	
0015AU		RESERVED					
0015AV		RESERVED					

ITEM NO.	PRODUCT CODE	SUPPLIES/SERVICES	PLATFORM	QTY	UNIT OF ISSUE	UNIT PRICE	EXTENDED AMOUNT
0015	Clarity Project and Portfolio Management One Year of Usage and Maintenance Fee (UMF) FOB Origin						ANNUAL MAINTENANCE FEE
0015AW		RESERVED					
0015AX		RESERVED					
0015AY		RESERVED					
0015AZ	NCPRMS05900	CA CLARITY PROCESS MANAGER FOR MS-SQL	WINDOWS		Environment	\$4,500	
0015BA	NCPRMO01300	CA CLARITY PROCESS MANAGER FOR ORACLE	IBM AIX		Environment	\$4,500	
0015BB	NCPRMO05900	CA CLARITY PROCESS MANAGER FOR ORACLE	WINDOWS		Environment	\$4,500	
0015BC	NCPRMO06300	CA CLARITY PROCESS MANAGER FOR ORACLE	HP UX		Environment	\$4,500	
0015BD	NCPRMO10600	CA CLARITY PROCESS MANAGER FOR ORACLE	SOLARIS		Environment	\$4,500	
0015BE	NCPRMO56300	CA CLARITY PROCESS MANAGER FOR ORACLE	HP UX		Environment	\$4,500	
0015BF	NCPJMS05900	CA CLARITY PROJECT MANAGER FOR MS-SQL	WINDOWS		Environment	\$4,500	
0015BG	NCPJMO01300	CA CLARITY PROJECT MANAGER FOR ORACLE	IBM AIX		Environment	\$4,500	
0015BH	NCPJMO05900	CA CLARITY PROJECT MANAGER FOR ORACLE	WINDOWS		Environment	\$4,500	
0015BI	NCPJMO06300	CA CLARITY PROJECT MANAGER FOR ORACLE	HP UX		Environment	\$4,500	
0015BJ	NCPJMO10600	CA CLARITY PROJECT MANAGER FOR ORACLE	SOLARIS		Environment	\$4,500	
0015BK	NCPJMO56300	CA CLARITY PROJECT MANAGER FOR ORACLE	HP UX		Environment	\$4,500	
0015BL		RESERVED					
0015BM		RESERVED					
0015BN		RESERVED					
0015BO		RESERVED					
0015BP		RESERVED					
0015BQ	NCREMS05900	CA CLARITY RESOURCE PLANNER FOR MS-SQL	WINDOWS		Environment	\$4,500	
0015BR	NCREMO01300	CA CLARITY RESOURCE PLANNER FOR ORACLE	IBM AIX		Environment	\$4,500	
0015BS	NCREMO05900	CA CLARITY RESOURCE PLANNER FOR ORACLE	WINDOWS		Environment	\$4,500	
0015BT	NCREMO06300	CA CLARITY RESOURCE PLANNER FOR ORACLE	HP UX		Environment	\$4,500	
0015BU	NCREMO10600	CA CLARITY RESOURCE PLANNER FOR ORACLE	SOLARIS		Environment	\$4,500	
0015BV	NCREMO56300	CA CLARITY RESOURCE PLANNER FOR ORACLE	HP UX		Environment	\$4,500	
0015BW	NCSCMS05900	CA CLARITY SCHEDULE CONNECT FOR MS-SQL F/K/A CA CLARITY SCHEDULE CONNECT BUNDLE FOR MS-SQL	WINDOWS		Environment	\$1,800	
0015BX	NCSCMO01300	CA CLARITY SCHEDULE CONNECT FOR ORACLE F/K/A CA CLARITY SCHEDULE CONNECT BUNDLE FOR ORACLE	IBM AIX		Environment	\$1,800	

0015BY	NCSCMO05900	CA CLARITY SCHEDULE CONNECT FOR ORACLE F/K/A CA CLARITY SCHEDULE CONNECT BUNDLE FOR ORACLE	WINDOWS		Environment	\$1,800	
--------	-------------	---	---------	--	-------------	---------	--

ITEM NO.	PRODUCT CODE	SUPPLIES/SERVICES	PLATFORM	QTY	UNIT OF ISSUE	UNIT PRICE	EXTENDED AMOUNT ANNUAL MAINTENANCE FEE
0015	Clarity Project and Portfolio Management One Year of Usage and Maintenance Fee (UMF) FOB Origin						
0015BZ	NCSCMO06300	CA CLARITY SCHEDULE CONNECT FOR ORACLE F/K/A CA CLARITY SCHEDULE CONNECT BUNDLE FOR ORACLE	HP UX		Environment	\$1,800	
0015CA	NCSCMO10600	CA CLARITY SCHEDULE CONNECT FOR ORACLE F/K/A CA CLARITY SCHEDULE CONNECT BUNDLE FOR ORACLE	SOLARIS		Environment	\$1,800	
0015CB	NCSCMO56300	CA CLARITY SCHEDULE CONNECT FOR ORACLE F/K/A CA CLARITY SCHEDULE CONNECT BUNDLE FOR ORACLE	HP UX		Environment	\$1,800	
0015CC	NCSVCS05900	CA CLARITY SERVICE CONNECT FOR MS-SQL F/K/A CA CLARITY SERVICE CONNECT REMEDY FOR MS-SQL	WINDOWS		Environment	\$1,800	
0015CD	NCSVCO01300	CA CLARITY SERVICE CONNECT FOR MS-SQL F/K/A CA CLARITY SERVICE CONNECT REMEDY FOR MS-SQL	IBM AIX		Environment	\$1,800	
0015CE	NCSVCO05900	CA CLARITY SERVICE CONNECT FOR MS-SQL F/K/A CA CLARITY SERVICE CONNECT REMEDY FOR MS-SQL	WINDOWS		Environment	\$1,800	
0015CF	NCSVCO06300	CA CLARITY SERVICE CONNECT FOR MS-SQL F/K/A CA CLARITY SERVICE CONNECT REMEDY FOR MS-SQL	HP UX		Environment	\$1,800	
0015CG	NCSVCO10600	CA CLARITY SERVICE CONNECT FOR MS-SQL F/K/A CA CLARITY SERVICE CONNECT REMEDY FOR MS-SQL	SOLARIS		Environment	\$1,800	
0015CH	NCSVCO56300	CA CLARITY SERVICE CONNECT FOR MS-SQL F/K/A CA CLARITY SERVICE CONNECT REMEDY FOR MS-SQL	HP UX		Environment	\$1,800	
0015CI	NCADUL99000	CA CLARITY STUDIO DEVELOPER	MULTI		Environment	\$4,500	
0015CJ	NCSTMS05900	CA CLARITY STUDIO FOR MS-SQL	WINDOWS		Environment	\$9,000	
0015CK	NCSTMO01300	CA CLARITY STUDIO FOR ORACLE	IBM AIX		Environment	\$9,000	
0015CL	NCSTMO05900	CA CLARITY STUDIO FOR ORACLE	WINDOWS		Environment	\$9,000	
0015CM	NCSTMO06300	CA CLARITY STUDIO FOR ORACLE	HP UX		Environment	\$9,000	
0015CN	NCSTMO10600	CA CLARITY STUDIO FOR	SOLARIS		Environment	\$9,000	

		ORACLE					
0015CO	NCSTMO56300	CA CLARITY STUDIO FOR ORACLE	HP UX		Environment	\$9,000	
0015CP	NCVWUP99000	CA CLARITY VIEWERS - 100 USER PACK	MULTI		User Pack	\$1,710	

EXHIBITS SUMMARY

EXHIBIT A:

Reserved

EXHIBIT B:

Order Transactions Report

EXHIBIT C:

Vendor Status Report

EXHIBIT D:

Fee for Service Report

EXHIBIT A**RESERVED****EXHIBIT B****Order Transactions (OT)
(File Layout Definition)**

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

Excel Column	Column Name	Format	Comments
A	Contract Number	Alphanumeric (21)	
B	Order Number	Alphanumeric (30)	<ol style="list-style-type: none"> 1. Must be unique (minimum 4 digits). 2. You cannot report this order more than once in the same file. (The order can have as many line items as you wish). 3. Record order number exactly as it appears on the order.
C	Order Mod Number	Alphanumeric (25)	<i>Data required only when reporting a MOD.</i>
D	Transaction Type	Alphanumeric (2)	The order types are as follows: CC = Credit Card, DO= Direct Ordering (paper order).
E	Date of Order or date of Order Mod	DD-MMM-YYYY	Report the actual date of the order, or when reporting an order mod, report the date of the order mod.
F	Date Transaction Cancelled	DD-MMM-YYYY	<i>Data required only for Cancelled order/mods.</i>
G	UNSPSC	Alphanumeric (14)	Format is ##. ##. ##. ##. ##. Last two positions should be "00" except for Low End Servers (32-Bit) = 01 and High End Servers (64-Bit) = 02
H	CLIN Number	Alphanumeric (39)	Unique contract identifier of item being ordered (as identified in contract i.e. product #, manufacturer part #, contract line item)
I	CLIN Quantity	Number (7,0)	CLIN quantity being ordered.
J	CLIN Unit Price	Number (11,2)	Price per item.
K	CLIN Extended Dollar Amount	Number (11,2)	Extended Dollar Amount = (CLIN quantity x unit price) No formatting (i.e. No \$ signs, commas, etc).
L	Dollar amount of Transaction	Number (12,2)	Reflects the dollar amount of this reported transaction (order or order mod)
M	POC Last Name	Alphanumeric (35)	Customer's Last Name. (Use this column for customer's full name when unable to separate first name, last name, title into separate columns)
N	POC First Name	Alphanumeric (35)	Customer's First Name.
O	POC Title	Alphanumeric (35)	Customer's Title (i.e. COL, Mr., Ms., etc.).
P	Telephone Number	Alphanumeric (20)	Customer's telephone number. Format: 9999999999
Q	Email address	Alphanumeric (40)	Customer's email address.

R	Street Address 1	Alphanumeric (40)	First line of the Customer's Ship-To address.
S	Street Address 2	Alphanumeric (40)	Second line of the Customer's Ship-To address.
T	Street Address 3	Alphanumeric (40)	Third line of the Customer's Ship-To address.
U	City	Alphanumeric (27)	Customer's Ship-To City.
V	State	Alphanumeric (2)	Customer's Ship-To State for USA only. Post office two character abbreviation.
W	Country	Alphanumeric (27)	<i>Data required only when reporting a country other than USA.</i>
X	5-digit Zip Code	Number (5)	Five-digit Customer Ship-To zip code.
Y	4-digit Zip Code Extension	Number (4)	Four-digit extension Customer Ship-To zip code.
Z	Service or Agency	Alphanumeric (20)	Use the abbreviation from the <i>Service/Agency</i> list located at https://ascp.monmouth.army.mil/scp/content/activitylist.jsp
AA	Army Activity	Alphanumeric (20)	<i>Data required only for Army.</i> Use the abbreviation from the <i>Army Activity</i> list located at https://ascp.monmouth.army.mil/scp/content/activitylist.jsp
AB	Comments	Alphanumeric (2000)	Free text.
AC	ASCP Reserved 1	Alphanumeric (2000)	Reserved for Product Leader.
AD	ASCP Reserved 2	Alphanumeric (2000)	Reserved for Product Leader.

EXHIBIT C
Vendor Status (VS)
(File Layout Definition)

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

Excel Column	Column Name	Format	Comments
A	Contract Number	Alphanumeric (21)	
B	Order Number	Alphanumeric (30)	Record order number exactly as it appears on the order.
C	Order Mod Number	Alphanumeric (25)	<i>Only Required when reporting a mod.</i>
D	Date Received by Vendor	DD-MMM-YYYY	(i.e. 09-FEB-2002)
E	Date Rejected by Vendor	DD-MMM-YYYY	<i>Data required only for rejected orders.</i>
F	Date Accepted by Vendor	DD-MMM-YYYY	A Vendor receives an order and either rejects it or accepts it as a valid order.
G	Date Transaction Cancelled	DD-MMM-YYYY	<i>Data required only for Cancelled order/mods.</i>
H	Projected Ship Date by Vendor	DD-MMM-YYYY	<i>Data required only when reporting a projected ship date.</i>
I	Vendor Ship Date	DD-MMM-YYYY	For all orders shipped by the Vendor.
J	Projected Delivery Date	DD-MMM-YYYY	<i>Data required only when reporting a projected delivery date.</i>
K	Contractually Due Date	DD-MMM-YYYY	This is a date calculated by the Vendor that shows when the order is contractually due. This formula is agreed to by the Product Leader and Vendor and takes into consideration contract requirements such as CONUS, OCONUS, SURGE, NON-SURGE, SERVICES, etc.
L	Service Start Date	DD-MMM-YYYY	<i>Data required only when reporting services.</i>
M	Service Completion Date	DD-MMM-YYYY	<i>Data required only when reporting services.</i>
N	Comments	Alphanumeric (2000)	Free text.
O	ASCP Reserved 1	Alphanumeric (2000)	Reserved for Product Leader.
P	ASCP Reserved 2	Alphanumeric (2000)	Reserved for Product Leader.

EXHIBIT D
Fee For Service (FFS)
(File Layout Definition)

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

EXCEL COLUMN	COLUMN NAME	COLUMN FORMAT	COMMENTS
A	Report Number	Alphanumeric (21)	Must be Unique.
B	Report Type	Alphanumeric (21)	Use one of the following codes I = Initial Report R = Replace all previously reported information for this frame with this new data M = This report modifies some of the information reported during this time frame
C	Report Start Date	DD-MON-YYYY	(i.e. 01-MAR-2002)
D	Report End Date	DD-MON-YYYY	(i.e. 31-MAR-2002)
E	Contract Number	Alphanumeric (21)	
F	Order Number	Alphanumeric (30)	Must be reported exactly as shown on the customer order.
G	Order Mod Number	Alphanumeric (25)	<i>Data required only when reporting a MOD.</i>
H	Dollar Amount of Transaction	Number (12,2)	Reflects dollar amount of the transaction (order or MOD being reported). No formatting (i.e. No \$ signs, commas, etc).
I	Date Transaction Sent to Vendor	DD-MON-YYYY	(i.e. 09-FEB-2002)
J	1 Percent Fee for Transaction	Number (12,2)	
K	Previous Payment Made on Transaction	Number (12,2)	
L	Current Payment	Number (12,2)	
M	Remaining Amount to be Paid	Number (12,2)	
N	Transaction Type	Alphanumeric (2)	Order types are as follows: CC = Credit Card DO = Direct Ordering (paper direct to vendor) PA = Paper (sent to vendor by COPO)
O	Other Agency Share Fee Payable	Number (12,2)	If applicable. Fee share amount due to either Navy, AF or DLA (50% of Column L)
P	Other Agency for Share Fee	Alphanumeric (21)	If applicable. Identify as 'USN', 'DLA', or 'USAF' generated Delivery Order
Q	Army Fee Payable	Number (12,2)	If applicable. Column L minus Column O Amounts
R	Comments	Alphanumeric (2000)	Free text.
S	COPO#	Number	Number assigned by COPO, if applicable

T	ASCP Reserved 2	Alphanumeric (2000)	Reserved for Product Leader.
---	-----------------	---------------------	------------------------------

EXHIBIT D
Fee For Service (FFS) (Continued)
(File Layout Definition)

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

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

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

SAMPLE
VENDOR REPORT FORMAT

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

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

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

SECTION B - SUPPLIES OR SERVICES AND PRICES

The following have been deleted:

B-TABLE

(End of Summary of Changes)