

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00009		3. EFFECTIVE DATE 24-Mar-2009	4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY NCRCC - ITEC4 2461 EISENHOWER AVENUE ALEXANDRIA VA 22331-1700		CODE W91QUZ	7. ADMINISTERED BY (If other than item 6) ARMY CONTRACTING AGENCY-ITEC4 2461 EISENHOWER AVE ALEXANDRIA VA 22331-1700	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) NETIQ CORPORATION DEBORAH WINTER 1233 W LOOP S STE 1800 HOUSTON TX 77027-9106		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. W91QUZ-04-A-0003		
		X 10B. DATED (SEE ITEM 13) 30-Jun-2004		
CODE 1MAY1		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: dharri091512 The purpose of this modification is to 1) update NETIQ address; 2) Change CLIN system; 3) update pricing and 4) add Promark as a teaming partner to NETIQ.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DONNA S. HARRIS / CONTRACTING OFFICER TEL: 703-325-4625 EMAIL: Donna.Harris@itec4.army.mil	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Donna S. Harris</u> (Signature of Contracting Officer)	
(Signature of person authorized to sign)			16C. DATE SIGNED 24-Mar-2009	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

CONTINUATION PAGE P00009

SIGNATURE PAGE

Replace Signature Page to add Promark Technology, Inc. and reaffirm contract changes by team members:

Team Member:
Promark Technology, Inc.

By: _____ Date _____

Name & Title: _____

Team Leader:
NetIQ Corporation

By: _____ Date _____

Name & Title: _____

Army Contracting Agency (ACA) - Information Technology, E-Commerce and Commercial Contracting Center (ITEC4)

By: _____ Date _____

Name & Title: _____

The following have been added by full text:

BPA TERMS & CONDITIONS

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

In the spirit of the National Performance Review, the Department of Defense (DoD), NetIQ Corporation and Promark Technology, Inc. enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from NetIQ Corporation's General Service Administration (GSA) Federal Supply Schedule (FSS) Contract GS-35F-0429J and Promark Technology, Inc.'s GSA FSS Contract GS-35F-4342D, respectively.

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

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

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

Attachments to this agreement are:

- a. Attachment A.1 – NETIQ Product and Price List
Attachment A.2 – Promark Product and Price List
- b. [RESERVED]
- c. Attachment C – Report Formats
- d. Attachment D - NetIQ Software Maintenance
- e. Attachment E Sample Fee for Service Transmittal Letters

A. TERMS AND CONDITIONS

1. Pursuant to General Services Administration (GSA) Federal Supply Services (FSS) Contract Number GS-35F-0429J for Team Leader NetIQ Corporation and GSA FSS Contract GS-35F-4342D for Promark Technology, Inc., NetIQ Corporation ("NetIQ") and Promark Technology, Inc. ("Promark") agree to the following terms of a Blanket Purchase Agreement (BPA) with the Army Contracting Agency (ACA) - Information Technology, E-Commerce and Commercial Contracting Center ("ITEC4"). All orders placed against this BPA are subject to the terms and conditions of the applicable GSA FSS Contract. The items on this BPA are set forth in Attachment A. License terms and conditions applicable to products acquired under this BPA are defined in the License Agreement included as Attachment B. The Order of Precedence for resolving any inconsistency between the Commercial License and the GSA contract terms shall be as specified in the mandatory provisions of GSA contract's Commercial Item clause, FAR 52.212-4, and the provisions of FAR 52.212-4 specified in FAR 12.302, as mandatory and required by Federal law, shall prevail over any terms of the commercial license. Such mandatory provisions include FAR 52.212-4 Subsections (b) Assignment, (d) Disputes, (g)

Invoice, (i) Payment, (q) Other Compliances, and (r) Compliance with laws unique to Government contracts.

2. **Extent of Obligation.** The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be in excess of \$10M. The Government is obligated only to the extent of authorized purchases actually made under this BPA.

3. **Funds Obligation.** The BPA does not obligate any funds. Funds will be obligated on each delivery order.

4. **BPA Term.** The BPA term is consistent with NetIQ's GSA Schedule. Continuation of the BPA is contingent upon the Contractor maintaining or renewing a GSA FSS Schedule. The BPA will be reviewed annually to ensure that it still represents a "best value".

5. **Pricing Terms.** Attachment A provides unit prices as explained below. NetIQ will serve as Team Leader and will provide the CLINs in Attachment A, NetIQ Price List. For these NetIQ CLINs, the order shall be issued directly to NetIQ. Promark will serve as a Team Member and will provide the CLINs in Attachment A, Promark Price List. For these Promark CLINs, the order shall be issued directly to Promark. The unit prices and rates for this BPA will be based on GSA Contract pricing currently in effect at the time the order is placed.

Spot discounting is encouraged. The prices will be reviewed annually, or as required to determine whether a reduction is appropriate in accordance with the price reduction provisions of this Section 5. A 2.0% Acquisition, Contracting, and Technical (ACT) Fee shall be included in the prices. The contractor shall be responsible for the payment of all fees that are included in the product pricing (i.e. GSA, ACT), as calculated on the customer orders.

Some products offered under this BPA may be available on NetIQ's and Promark's GSA FSS Contracts and Customers may select which contractor to purchase from according to such Customer's needs. In addition, NetIQ and Promark may negotiate special discounts for specific orders for their respective CLINs. These special discounts shall be negotiated under CLIN 000500N NetIQ Special Solutions for orders to be performed by NetIQ and CLIN 000500P Promark Special Solutions for orders to be performed by Promark.

6. **Price Tables and Minimum Purchase.** Price Tables for NetIQ and its teaming partners are located in Attachment A.

7. [RESERVED]

8. **Price Reduction.**

8.1 **Most Favored Customer Prices.** A Team Member's prices under this BPA shall be at least as low as the prices such Team Member has under its respective GSA FSS or BPA vehicles under like terms and conditions. If at any time the prices under such Team Member's respective GSA FSS or BPA vehicles becomes lower than the Team Member's prices in this BPA, this BPA will be modified to include the lower prices for the applicable Team Member's price list for future orders. Notwithstanding, a Team Member's GSA FSS terms for price reduction shall apply to that particular Team Member.

8.2 Price Redetermination. If during the term of the agreement, NetIQ 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 NetIQ under this agreement, NetIQ will enter into good faith negotiations to lower its prices for future purchases under this agreement consistent with the similar terms and conditions of the SmartBuy Initiative, or allow the DoD agency to purchase from the SmartBuy program for NetIQ products at the Government's option.

9. License.

Software licenses purchased under this BPA are perpetual subject to the licensing provisions and the terms of the applicable GSA Contract, or for NetIQ Software, then subject to the NetIQ End User License for such Software. Any delivery order issued hereunder will serve as proof of purchase.

10. Media. Customer Licensee may order a media kit for NetIQ Software products or order such Software Products for electronic delivery in accordance with Section C.6 below.

11. Software Maintenance.

11.1 Maintenance Definition. Authorized Customer may purchase NetIQ Software Maintenance for its NetIQ Software products in accordance with NetIQ's maintenance program. See Attachment D for key highlights of NetIQ's applicable maintenance program.

11.2. Software Maintenance. Software Maintenance purchased under this BPA is subject to the maintenance provisions and the terms of the respective GSA Contract.

12. Professional Services. Professional Services such may be purchased either (a) open market if such services are not on a Team Member's GSA FSS contract; or (b) from a Team Member's applicable GSA FSS Contract which offers professional services.

13. License Transferability; Outsourcing to Third Party Contractors.

13.1 License Transferability. In the event Government Licensee has a need to transfer the NetIQ software or software licenses, such Government Licensee will notify NetIQ in writing in advance and NetIQ, 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 NetIQ is notified in writing in advance of the particulars of the transfer. For clarification, "within individual agencies" means Army may transfer within Army, Navy may transfer within Navy, etc.

13.2 Outsourcing to Third Party Contractors. In the event Government Licensee has a need to outsource the NetIQ Software to a third party contractor who will manage the NetIQ Software on behalf of Government Licensee, such Government Licensee will notify NetIQ in writing in advance and NetIQ, in good faith, will review the circumstances with the Government Licensee to determine what is required to effect the outsourcing. For purchases under this BPA by a non-Federal government entity, the purchaser must provide to NetIQ, or the applicable Team Member, a proper agent authorization letter from the Federal DoD end user customer that authorizes the purchaser to procure on behalf of the Federal DoD end user customer.

14. **Technology Improvement.** The Government may solicit and the Team Leader is encouraged to propose independently, technology improvements to the BPA. For clarification, 'Technology Improvements' means either enhancements to a product (e.g. increased functionality) or upgrades (e.g. a major version change). Proposals shall be submitted by the Team Leader and include a description of the commercially available products and/or services, an electronic copy of the pricing tables, commercially available technical literature that describes the products and/or services, and evidence of inclusion on GSA schedule. Discounts shall be at the same or greater discount level as the original BPA product prices.

15. **Substitution and Technology Refreshment.** If at any time during the life of this BPA, the original manufacturer of the Software schedules the products for discontinuation, improvement and/or replacement, the Team Member shall provide to the Team Leader a proposal to include the new or revised commercially available products on the BPA under the appropriate line items in accordance with the applicable Team Member's GSA Schedule. Proposed prices for new or revised products shall be constructed in accordance with paragraph 8 of this BPA for pricing consistent with the respective GSA FSS Contract. Proposals shall be submitted to the Contracting Officer by the Team Leader. Improvement of product includes new releases, updates, upgrades including additional features and functionality, and successor or upgrade products.

16. **Rights of Survivorship of the Agreement.** All provisions of the Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the respective successors and permitted assigns of Licensor (NetIQ) (or as applicable, to the Team Member) and Licensee. In the event of an acquisition or merger of NetIQ by or with another entity and the NetIQ software products are re-named, re-packaged, or merged with similar products that carry forward the same or similar function of the software, then a Licensee under a current and paid maintenance support contract shall continue to receive maintenance in accordance with NetIQ's then current maintenance policy and the maintenance program purchased.

B. ADMINISTRATION AND AUTHORIZED USERS

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

US Army Contracting Agency
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, the U. S. Coast Guard, and the Intelligence Community. This BPA is also open to DoD Contractors authorized to order in accordance with the FAR Part 51.

Support Contractors performing work for the Department of Defense may use this BPA if they provide NetIQ (or its applicable Teaming Partner) 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 order submitted to CHES.

3. **BPA Points of Contact:**

a. **Contracting Office:**

Point of Contact:	Procuring Contracting Officer
US Army Contracting Agency ITEC4	Donna Harris
2461 Eisenhower Avenue	703-325-4625
Alexandria, VA 22331-1700	e-mail: donna.s.harris@us.army.mil

Contract Specialist:

Valerie Mills
Phone: 703-325-3348
Fax: 703-428-1684

Email: valerie.m.mills@us.army.mil

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

Software Product Manager (SPM):

Project Director, Computer Hardware Enterprise Software Solutions
(CHES)
ATTN: SFAE-PS-EI-SCP (ESI)
Squier Hall, Bldg. 283
Fort Monmouth, NJ 07703-5605

SPM: Brendan Burke
Phone: 732-532-7743
Fax: 732-532-5185
Email: Brendan.Burke@us.army.mil

c. **Financial Management Office (FMO):**

Project Director, Computer Hardware Enterprise Software Solutions
(CHES)
ATTN: SFAE-PS-EI-SCP (FSG)
Squier Hall, Bldg. 283
Fort Monmouth, NJ 07703-5605

Phone: 732-532-0498
Fax: 732-532-5185

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

C. ORDERING

The following applies to buyers purchasing under this BPA:

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 may seek 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>.

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

Notice to Ordering Offices: When ordering services, ordering offices are responsible for compliance with GSA's Ordering Procedures for Services and DFARS 208.404-70.

Ordering under this BPA is decentralized. Currently, the media used for orders is hardcopy, and through the CHESS it-emarket. Each hardcopy order issued under this BPA shall be forwarded to APM CHESS Centralized Order Processing Office (COPO) for verification and validation. Credit Card orders are permitted as provided under NetIQ's GSA Contract. The APM CHESS COPO address is:

PEO EIS
Project Director, Computer Hardware Enterprise Software
Solutions(CHESS)
ATTN: SFAE-PS-EI-SCP (COPO)
Building 283, Squier Hall
Fort Monmouth, NJ 07703-5605

Voice: 1-888-232-4405 (toll-free)
Fax: 732-532-5185

The APM CHESS COPO Office will submit each order to NetIQ.

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

NetIQ will only accept "signed hardcopy" orders that have been processed through the APM CHESS COPO office. Signed fax orders will be processed.

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
2461 Eisenhower Avenue
Alexandria, VA 22331-1700

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

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

Team Members shall promptly provide Team Leader with each respective Team Member's ordering guide information and updates to such guides as required in 3a through 3h in order for Team Leader to incorporate such information into a consolidated ordering guide.

4. E-Commerce Site. It is the intention of the Government to use existing and future capability of the DoD Standard Procurement System, Electronic Data Interchange (EDI) capability, Government procurement card, and vendor electronic ordering capability to create a paper-less ordering, invoicing and payment process. During the term of the BPA, the Contractor shall reasonably participate to achieve this objective.

On-line ordering can also be accomplished at <https://ascp.monmouth.army.mil>

4.1 DoD Email IT Corridor.

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

4.2 CHESS Information Technology Enterprise -Mart (CHESS *it e-mart*)

Computer Hardware Enterprise Software Solutions Information Technology Enterprise-Mart - CHESS *it e-mart*. CHESS *it e-mart* is a Web-based catalog and electronic procurement software system that enables streamlined procurement operations. CHESS *it e-mart* provides interactive agency-vendor processing for configuration checks and Requests for Quotes, single-point access to multiple contracts, quick ordering, and "shopping cart" functionality. The URL is <https://ascp.monmouth.army.mil>.

(1). Anyone may search or browse the website. Users who wish to request a quote or execute a shopping cart need to be logged in. Army users who are registered with AKO are automatically registered to use this site.

(2). Business-to-Business capabilities allow customers to order contract-compliant, custom-configured solutions direct from CHESS contract/BPA holder sites. Customers are "punched out" to partnering vendor sites where they can configure solutions, and bring these solutions back to *it e-mart* for order processing.

(3). Shopping Carts may be sent through a user-defined approval/workflow process. This module assists customers in handling order approvals by providing cart information.

(4). Customers may issue requests for quotes to one or more CHESS contract/BPA holders simultaneously using *it e-mart*

(5). *it e-mart* provides backup documentation for IT orders. Contract-specific instructions and information is provided for Standard Form SF1449 to aid customers in completing paper-based order requisitions.

(6). CHESS *it e-mart* URL is <https://ascp.monmouth.army.mil>. If you need additional assistance, you may call the CHESS Helpline at 888-232-4405 for CONUS, and 732-532-7950 for OCONUS.

5. **Delivery Schedule.** Delivery shall be in accordance with the applicable Team Member's GSA Schedule.

6. Delivery Notice.

6.1 For orders placed directly with NetIQ (or through a Team Member where such order is designated as a drop ship to Customer Licensee) and Customer Licensee wants delivery via downloadable Software, NetIQ Software may be delivered electronically with the following Order Confirmation Notice:

- a. Name of Contractor
- b. Customer Purchase Order Number
- c. Product Description
- d. Contractor Confirmation Number (i.e. Quote Number)
- e. Date of Purchase
- f. Quantity for each product ordered
- g. Software License key(s)
- h. Instructions for downloading the Product
- i. Instructions for adding License Keys to ordered Software
- j. Contact information for Technical Support
- k. Customer Name and Account Information

6.2 For orders placed directly with NetIQ (or through a Team Member where such order is designated as a drop ship to Customer), Customer may order a media kit for NetIQ Software. NetIQ delivers license key(s) electronically to Customer in the same manner as provided in 6.1 above. NetIQ's packing slip with the media kit currently includes:

- a. Order date
- b. Order number
- c. Customer reference
- d. Customer Purchase Order number
- e. Ship-to Name and Address
- f. Invoice-to Name and Address
- g. Pick list number
- h. Carrier method
- i. Total lines
- j. Total quantity
- k. Quantity
- l. Part Number
- m. Description
- n. Lot/Batch Number
- o. Location Number

6.3 NetIQ and Team Members reserves the reasonable right to modify their respective order processes.

7. **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 Government will notify the Team Leader and the Team Leader shall notify all Team Members and the Team Leader and Team Members 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. Full text of this clause can be found on the web at URL: <http://farsite.hill.af.mil/>. The contractor shall submit an original invoice and three copies to the address specified on the delivery orders issued against the BPA. An invoice must include:

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

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

2. Fast Payment Procedure. Contractor accepts Credit Card purchases.

3. Precedence. The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of the BPA and the Team Leader's or Team Member's invoice, as applicable, the provisions of the BPA will take precedence.

4. Fees and Payments.

4.1 GSA Industrial Funding Fee. The unit prices include a markup to account for the GSA fee. NetIQ and Promark shall each be responsible for required filings to GSA and for payment of this fee for their own respective GSA FSS Contract in accordance with applicable GSA instructions.

4.2. Acquisition, Contracting, and Technical (ACT) Fee. The cost of awarding, administering and managing this BPA is included in the prices charged to ordering activities. The ACT fee is 2%. Remittance of the ACT fee shall be made on a calendar quarterly basis (i.e. January – March, April – June, July – September, and October – December) for paid sales 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 thirty (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 contract FAR clause 52.232-17, Interest).

NetIQ and Promark shall each be responsible for payment of the ACT fee and transmittal letters, as applicable, directly to the entities listed under Section 4.4 and its subsections below for sales from their own respective GSA FSS Contract in accordance with applicable GSA instructions. Failure of a Team Member to pay their portion of the ACT Fee in a timely manner may result in termination of the BPA with respect to that Team Member. Failure of the Team Leader to pay the ACT Fee in a timely manner may result in termination of the BPA. Each Team Member must provide confirmation of their respective ACT payments and a copy of each transmittal letter, as applicable, to the Team Leader no later than fifteen (15) days after the end of the applicable calendar quarter in which the ACT payments apply.

4.3 [RESERVED]

4.4 Fee Distribution. The Air Force, Army, DISA and Navy are participating in a fee-sharing program. The contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service identified in the quarterly Fee for Service Report. This field shall be notated Air Force, Army, DISA, Navy or DOD as appropriate.

4.4.1 ALL SALES:

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

4.4.2 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:

W91QUZ-04-A-0003

DoD (*NetIQ*) Enterprise Software Agreement

ACT Fee

If using overnight or express mail, send check to:
SPAWAR Systems Center Charleston
Attn: Elizabeth Vonasek
Norfolk Office
Code 645.2, Bldg. V53
9456 Fourth Avenue
Norfolk, VA 23511-2130

If using regular mail, send check to:
SPAWAR Systems Center Charleston
Attn: Elizabeth Vonasek
Norfolk Office
Code 645.2, Bldg V53
P.O. Box 1376
Norfolk, VA 23501-1376

4.4.3 ARMY SALES:

The amount of ACT Fee due the Program Executive Office (PEO) Enterprise Information Systems (EIS) shall be calculated at 1% of all Army sales.

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

BPA (W91QUZ-04-A-0003)

SCP Fee Reimbursement

***Checks must be accompanied by a transmittal letter (See ATTACHMENT E) to ensure proper crediting of the payment.

Send check and transmittal letter to:

Program Executive Office (PEO) Enterprise Information Systems (EIS)
Assistant Program Manager (APM), Computer Hardware Enterprise Software Solutions
SFAE-PS-EI-SCP (Attn: Financial Support Group)

Fort Monmouth, NJ 07703-5605

Email a copy of the check and letter to: AMSEL-dsa-scp-CR@mail1.monmouth.army.mil

4.4.4 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-0003)
ESI-SW Fee Sharing

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

Send check and transmittal letter to:
letter to:

FAX or mail a copy of the check and

DFAS-DE/ATDT/DEDE
(Attn: Mr. Daniel Medina)
6760 East Irvington Place
Denver, Colorado 80279

HQ 754 ELSG/KABS
Bldg 892
490 East Moore Drive
MAFB-Gunter Annex, AL 36114-3014
Fax: (334) 416-7795 or (334) 416-

1351

4.4.5 DISA SALES

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

Remit ACT Fee to the address provided below by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA (W91QUZ-04-A-0003)

DoD (VENDOR: _____) Enterprise Software Agreement Quarterly ACT Fee

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

Send check and transmittal letter to:

DISA/CFES
P.O. Box 4502
Arlington, VA 22204-4502

Mail a copy of the check and transmittal letter to: **Or send via FAX or email to:**

DISA
Attn: Jonnice Medley, S133
P.O. Box 4502
Arlington, VA 22204-4502

Or send via email to: jonnice.medley@disa.mil

4.4.6 DLA

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-003

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: Or email copy to:

Defense Logistics Agency susan.lizzi@dla.mil
ATTN: Susan Lizzi, J-654
8725 John J. Kingman Road
Fort Belvoir, VA 22060-6220

E. BPA MANAGEMENT AND OVERSIGHT

1. The Team Leader must provide centralized administration, in the form of an Account Representative, as a focal point for coordination in support of all work performed under this BPA. The Account Representative, at a minimum, is required to participate in periodic program management reviews (which may require travel to a Government named site). Additional functions that the Account Representative may facilitate in the coordination of would include

customer service, periodic program management reviews, invoicing, payment and submission of quarterly reports. The Team Leader and each Team Member shall ensure that all sales personnel in their respective organizations 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. Team Leader may designate a new Account Representative or an Alternate Account Representative as necessary.

2. Reporting.

NetIQ shall provide the following Reports to APM CHESS on a calendar quarterly basis (See Exhibit C for report formats and due dates):

- a. Order Transaction Report
- b. Vendor Status Report
- c. Fee for Service Report

Each Team Member shall submit their Reports to Team Leader no later than fifteen (15) days after the calendar quarter end in the format required in order for Team Leader to provide a consolidated reporting to APM CHESS. Late reports to Team Leader may result in termination of a Team Member under this BPA.

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 reasonable request.

4. **Army Information Technology Conference.** NetIQ 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, but not mandatory, 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 people.

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, Contract Officers and members of the Integrated Project Team (IPT) in the acquisition and implementation of Commercial Off The Shelf (COTS) Business Systems software.

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

Because the Toolkit is not vendor specific and may be applied across a variety of COTS software package implementations, including this BPA, the Contractor, shall be 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>.

F. Standards.

1. **YEAR 2000 Compliance.** All products provided under this BPA shall be Y2K compliant as defined in FAR 39.002.
2. **JTA Compliance.** All products offered shall comply with the appropriate Publicly Available Standards (PAS) (e.g., TIA, EIA, ANSI, IEEE, 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 NetIQ product family, existing mandated requirements as found in JTA-vol-1.pdf (dated November 2003) are fully supported by NetIQ Corporation's software solutions. For recognized, emerging standards, NetIQ 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 NetIQ Solutions are mutually deemed to have no relevance, then no such compliance is implied or should be inferred.

3. **Section 508 of the Rehabilitation Act Compliance.** If applicable, Section 508 conformance information on the supplies and services in this contract is available in Electronic and Information Technology (EIT) at the following: www.netiq.com

General information regarding the Section 508 Act can be found at the web site www.section508.gov.

G. Team Members.

1. This BPA is structured to allow contractor team arrangements pursuant to FAR Subpart 9.6 between NetIQ Corporation and Promark Technology, Inc..

Team Leader: NetIQ Corporation CAGE Code: 1MAY1
1233 West Loop South, Suite 810
Houston, TX 77027

Sales Point of Contact:
Chris Kane
Phone: (703) 787-2986
Fax: (703) 787-3872
Email: Chris.Kane@netiq.com

Point of Contact for contract updates and notices:
Deborah Winter
Phone: (650) 948-9552
Fax: (650) 948-9442
Email: winterlaw@earthlink.net

Team Member: Promark Technology, Inc. CAGE Code: 3F450

Sales Point of Contact:
Todd Hartung
Phone: (800) 634-0255
Fax: (301) 725-7869
Email: toddh@promarktech.com

Point of Contact for contract updates and notices:
Jamie Cyrway
Phone: (800) 634-0255
Fax: (301) 725-7869
Email: jamiec@promarktech.com

2. All references to "BPA holder" or "Contractor" throughout this BPA shall refer to the Team Leader or Team Member that provides the products or services under this BPA.

ATTACHMENTS A.1 AND A.2

PRICE TABLES

Price Tables are in a separate attachment.

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

1. This report is due by the 30th day after each calendar quarter. Report order transactions from Sunday through Saturday (or orders not previously reported) and send to CHESSE 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-r@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.).
- 6.

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	CHESS Reserved 1	Alphanumeric (2000)	Reserved for Product Leader.
AD	CHESS Reserved 2	Alphanumeric (2000)	Reserved for Product Leader.

ATTACHMENT C**Vendor Status (VS)
(File Layout Definition)**

1. This report is due by the 30th 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	CHESS Reserved 1	Alphanumeric (2000)	Reserved for Product Leader.
P	CHESS Reserved 2	Alphanumeric (2000)	Reserved for Product Leader.

ATTACHMENT C
Fee For Service (FFS)
(File Layout Definition)

1. FFS report applies to applicable ESI agreements only.
2. Report is due to CHES by the 30th 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 amse-dsa-scp-r@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	Enter number assigned by COPO

T	CHESS Reserved 2	Alphanumeric (2000)	Reserved for Product Leader.
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ATTACHMENT C
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 NUMBE R	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	CHESS Reserved 1	CHESS Reserved 2
495.05			
99.01			
50			
49.50			

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

Fee-For-Service Remittance Instructions.

The 1 percent FFS amount due shall be paid by check made payable to “Treasurer of the United States”, and mailed to the Computer Hardware Enterprise Software Solutions at the following address:

PEO, Enterprise Information Systems
 Assistant Project Manager, Computer Hardware Enterprise Software Solutions
 SFAE-PS-EI-SCP (ATTN: Margaret Kirsch)
 Squier Hall, Bldg. 283
 Fort Monmouth, NJ 07703-5605

In order to ensure that the payment is credited properly, the check shall be identified as “ASCP Fee Reimbursement”, and have the contract number on it. In addition, accompanying the check should be a memorandum, sample format provided in Attachment E.

ATTACHMENT D
NETIQ SOFTWARE MAINTENANCE HIGHLIGHTS

Software Maintenance support is not included in the Government's price for a software license. The first year of Software Maintenance is purchased at the same time as the initial license is purchased. Under NetIQ's current support program, NetIQ provides to Government customers current on maintenance, without additional charge, a hot line for technical support as well as email support for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00AM to 9:00PM EST Monday through Friday.

Telephone (408) 856-3000 or (503) 223-3023

Web site www.netiq.com

E-Mail support@netiq.com

1. Comparison of Key Features of the Essential Care Program under this BPA:

Support Plan Features	Essential Care*	No Support Plan
Online Support		
Knowledge Base	✓	✓
Service Request Manager	✓	
Online User Forums	✓	
Notifications and Alerts	✓	
Documentation	✓	✓ **
Support Services		
Telephone Support during normal business hours	✓	
Online Support Request - during normal business hours	✓	
Targeted 4-hour response	✓	
Named Key Contacts	2	
Product Maintenance		
Hotfixes and Inline Releases	✓	✓
Service Packs	✓	
New Versions***	✓	

** Not all features of Essential Care are available outside of North America and the EMEA. Please contact your local representative for details.*

**** A current Support Plan is required to access some Documentation**

***** Essential Care includes revisions, updates, modifications and enhancements ("Updates") to the Software as they become available. These Updates will be distributed by NetIQ (or its reseller) via E-Mail unless unavailable for the Government Licensee. The contents of all Updates shall be decided upon by NetIQ in its sole discretion and will generally include changes that correct defects as well as enhancements and upgrades to update the Software to the most current release of the Software then being generally marketed by NetIQ, provided, however, the Updates shall not include (i) versions of the Software compatible with new operating systems, or (ii) enhancements, updates or upgrades separately marketed by NetIQ. The Government Licensee may obtain Updates through E-Mail delivery of a machine-readable copy pursuant to instructions contained in an Updates notification.**

2. Error Corrections. NetIQ shall use its reasonable efforts to correct any reproducible programming error in the Software attributable to NetIQ with a level of effort commensurate with the severity of the error, provided that NetIQ shall have no obligation to correct all errors in the Software. Upon identification of any programming error, the Government Licensee shall notify NetIQ of such error and shall provide NetIQ with enough information to reproduce the error. NetIQ shall not be responsible for correcting any errors not attributable to NetIQ. Errors attributable to NetIQ shall be those that are reproducible by NetIQ on unmodified Software.

3. Purchase of a Maintenance Program. The Government shall have the option to receive software maintenance in accordance with NetIQ's then current maintenance policy upon:

- (a) Registration of the NetIQ Software with NetIQ, and
- (b) Payment in advance to NetIQ, on an annual basis, of the Maintenance charges then in effect for the NetIQ Software licensed to the Government based upon its then-current Licensed Accounts.

4. Government Licensee Responsibilities. Government Licensee responsibilities shall include the following:

- (a) **GOVERNMENT ASSISTANCE.** The Government agrees to provide NetIQ or its contractors reasonable access to all necessary personnel to answer questions about any problems reported by the Government regarding the Software. The Government agrees to promptly implement all Updates and error corrections provided by NetIQ. The Government also agrees to use E-Mail as its primary support communication connection with NetIQ, if possible and practical for the Government.
- (b) **GOVERNMENT CONTACT PEOPLE.** The Government shall appoint two (2) individuals with the Government's organization to serve as primary contacts between the Government and NetIQ and to receive support through NetIQ's E-Mail support center. All of the Government's support inquiries shall be initiated through these contacts.
- (c) **ADDITIONAL EXPENSES.** NetIQ's reasonable expenses, including, but not limited to, E-Mail charges, modem dial up charges, travel and living expenses, which are incurred during the course of custom service modification work or on site maintenance services required because the Government does not provide remote access to the computers running the EA Server and EA Client shall be paid by the Government. Upon the Government's request, NetIQ will notify the Government of such estimated charges before they are incurred. All such charges are outside the scope of this contract.
- (d) **PROCUREMENT AND MAINTENANCE OF SYSTEM.** Government Licensee is responsible for procuring, installing and maintaining the hardware and software platforms (e.g., database server systems, application server systems, and client systems) that are supported NetIQ with respect to the Software, as expressly set forth in the Documentation ("Supported Platform"), together with the provision of any other necessary hardware or software required for its proper operation (collectively the "System"), and for providing a suitable operating environment in accordance with the guidelines specified by the suppliers or manufacturers of the components of the System. NetIQ is not responsible for the installation, sizing, configuration, performance or other operation of the System, and Government Licensee shall look solely to the suppliers or manufacturers of the components of the System with respect to such matters. Government Licensee acknowledges that Updates to the Software may require upgrades to certain components of the System, as set forth in the Documentation for such Updates, in order to ensure optimum performance, and that Government Licensee is solely responsible for obtaining such software and hardware upgrades.

- (e) **EXCLUSIONS.** NetIQ is not required to provide any Maintenance Services directly related to problems arising from: (i) The Government's failure to implement all Updates to the Software which are issued under the contract; (ii) any alterations of or additions to the Software performed by parties other than NetIQ; (iii) interconnection of the Software with other software products not supplied by NetIQ; or (iv) use of the Software on an operating system or CPU other than the operating system or CPU for which such Software was designed for and licensed for use on. NetIQ shall only be obligated to support the then current production version of the Software and the immediate prior release for a period of six (6) months after such release. Support for any earlier versions or for other problems not covered under the contract may be obtained at NetIQ's then current rates for special technical services outside the scope of this contract.

5. PERIODS OF MAINTENANCE

- (a) NetIQ shall honor orders for periods for the duration of the contract period or a lesser period of time.
- (b) Maintenance may be discontinued by the Government on thirty (30) calendar days written notice to NetIQ. In the event of a lapse in Maintenance, Government Licensee may purchase Maintenance by execution of the applicable Order Schedule and payment of the corresponding Maintenance Fee, including any reactivation fee then required by NetIQ's Maintenance Policy. Government Licensee shall be responsible for updating the hardware and software platform to a Supported Platform.
- (c) **ANNUAL FUNDING.** When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.
- (d) **CROSS-YEAR FUNDING WITHIN CONTRACT PERIOD.** Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- (e) Ordering offices should notify NetIQ in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

Note: NetIQ maintenance programs and policies are subject to change for consistency with NetIQ's current GSA Federal Supply Schedule.

ATTACHMENT E

LETTER OF TRANSMITTAL FOR ARMY FEE PAYMENTS

Date

MEMORANDUM FOR Computer Hardware Enterprise Software Solutions
PEO Enterprise Information Systems
Assistant Project Manager, Computer Hardware Enterprise Software Solutions
SFAE-PS-EI-SCP (Attn: Financial Support Group)

Fort Monmouth, NJ 07703-5605

FROM: (Company Name)
(POC for this transmission)
(Street Address)
(City, State, Zip Code)

SUBJECT: Collection of Checks for (name of company and BPA/contract #) - FY06, etc._____

1. Collection of the check will include the following:

- a. Please make check payable to United States Treasury
- b. Mail original check to address below

PEO Enterprise Information Systems
Assist Project Manager, Computer Hardware Enterprise Software Solutions
SFAE-PS-EI-SCP (Attn: Financial Support Group)
Fort Monmouth, NJ 07703-5605

2. Direct questions to: Margaret Kirsch, 732.427.6613

3. Provide copies of this letter and check to: AMSEL-dsa-scp-CR@mail1.monmouth.army.mil

(Signature)

ATTACHMENT E

LETTER OF TRANSMITTAL FOR AIR FORCE FEE PAYMENTS

MEMORANDUM FOR DEFENSE FINANCE and ACCOUNTING SERVICE
DFAS-DE/ATDT/DEDE
(Attn: Mr. Daniel Medina)
6760 East Irvington Place
Denver, Colorado 80279

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

SUBJECT: Collection of Checks for ESI-SW – FY06 (CPEA00) for **BPA Number** _____

1. This transmittal letter is to be used in lieu of a cash collection voucher (DD For, 1131)

42.. Line of accounting to collect this check into is as follows:

5763400 306 47AZ 4KABE0 04 592RR 72806F 16 667100
FSR: 001002 PSR: 076202 DSR: 075608
MORD: F2XTKK5287M006

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

1 Attach. Check# _____

(Signature)

Note: Also provide copy of the check and this transmittal letter sent to DFAS, Denver to the following address

HQ 754 ELSG/KABS
Bldg 892
490 East Moore Drive
MAFB-Gunter Annex, AL 36114-3014

Mail, fax, or email is an acceptable means for forwarding copies to HQ 754 ELSG/KABS. Fax number is: : (334) 416-7795 or (334) 416-1351

Email address is: kabfinance@gunter.af.mil – Subject Line Format of e-mail should be:

PIIN with hyphens, CCR Month Year, Program Name, and Contractor Name

Example: FA8771-05-A-0301, CCR June 2006, ESI, immix Technology, Inc.

Notes: CCR stands for Customer Check Report. This denotes the month of the report.

ATTACHMENT E

LETTER OF TRANSMITTAL FOR DISA FEE PAYMENTS

MEMORANDUM FOR DFAS/ADOFA/COIN
DISA/CFES
P.O. Box 4502
Arlington, VA 22204-4502

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

SUBJECT: Collection of Checks for ESI Surcharge - FY_____

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

AA 970100.4300 P449BMBC 10 DC 2531 DDCMO43004 S12137

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

1 Att. Check#_____

(Signature)

Also please provide a copy of the check and transmittal letter to the following:

DISA
Attn: Jonnice Medley, S133
P.O. Box 4502
Arlington, VA 22204-4502

Or send via email to: jonnice.medley@disa.mil

(End of Summary of Changes)