

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm-Fixed-Price

Page 1 Of 2

2. Amendment/Modification No. P00020	3. Effective Date 2012MAY23	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
-----------------------------------------	--------------------------------	-------------------------------------------------	--------------------------------

6. Issued By ROCK ISLAND CONTRACTING CENTER CCRC-DC DAVID M. RODEN (309)782-2253 ROCK ISLAND, IL 61299-8000 BLDGS 60 & 390 EMAIL: DAVID.RODEN3@US.ARMY.MIL	Code W52P1J	7. Administered By (If other than Item 6)	Code
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------	-------------------------------------------	------

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) MYTHICS INC. 1439 N GREAT NECK RD STE 201 VIRGINIA BEACH, VA 23454-1347 TYPE BUSINESS: Other Small Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W91QUZ-06-A-0003
	<input type="checkbox"/>	10B. Dated (See Item 13) 2012MAR20

Code ITA34 Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
NO CHANGE TO OBLIGATION DATA

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

KIND MOD CODE: 7

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input checked="" type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

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

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

SEE SECOND PAGE FOR DESCRIPTION

BPA Expiration Date: 2012JUN15

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) CHRISTINE BERRY CHRISTINE.BERRY@US.ARMY.MIL (309)782-6980		
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2012MAY23

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 2
	PIIN/SIIN W91QUZ-06-A-0003	MOD/AMD P00020
Name of Offeror or Contractor: MYTHICS INC.		

SECTION A - SUPPLEMENTAL INFORMATION

1. The Purpose of this modification (Modification P00020 to Contract W91QUZ-06-A-0003) is as follows:

a. Army Contracting Command-Rock Island, accepts all contract administration requirements for this contract as of the effective date of the contract in Block 3. The contract administration for the individual orders remain at the individual order assignee.

b. This modification updates the second paragraph of Section G, titled Acquisition, Contracting, and Technical (ACT) Fee, to the following:

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%.

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

For the purposes of this document, the term renewal means the continuation of software maintenance in the subsequent coverage periods following the initial maintenance period. Software maintenance as a product may be referred to by other terms, such as software assurance, or software support. The term software maintenance includes any service provided in support of Commercial Off the Shelf (COTS) software for a defined period of time by a software publisher or reseller to provide software patches, bug fixes, new releases, product upgrades, etc., and any related support services to ensure the proper functioning of a software product. For some vendors, software maintenance might also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone and email support (includes tiers 1,2,& 3 support) and/or web-based general technical support for users self diagnostics. Software maintenance for the purposes of this document does NOT include the creation, design, implementation, configuration, integration, etc. of a software package. These examples are considered software maintenance as a service.

The contractor shall remit the ACT fee on a calendar quarterly basis (i.e. January March, April June, July September, and October December) or as otherwise requested by the Software Product Manager (SPM). Payment is due thirty (30) days following approval of the Report of Sales for the completed quarter. ACT fees that have not been paid within the prescribed thirty (30) days shall be considered a debt to the United States Government under the terms of FAR 32.6. The Government may exercise all its rights under the contract, including withholding or setting off payments and interest on the debt (see contract FAR clause 52.232-17, Interest). Failure of the Contractor to pay the ACT Fee in a timely manner may result in termination of the BPA.

2. Any questions should be directed to the following:

Contracting Officer: Jill Sommer
Phone: (309) 782-3218
Email: jill.m.sommer.civ@mail.mil

Contract Specialist: Megan Francis
Phone: (309) 782-2234
Email: megan.m.francis3.civ@mail.mil

3. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0001 ***