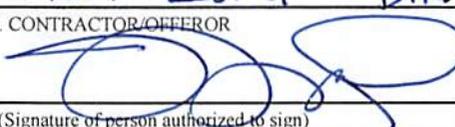


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00007		3. EFFECTIVE DATE SEE BLOCK 16C	4. REQ./PURCH REQ.#	5. PROJECT NO. (IF APPLICABLE)	
6. ISSUED BY NAVSUP FLC NORFOLK CONTACTING MECHANICSBURG OFFICE 5450 CARLISLE PIKE, P.O. BOX 2020 MECHANICSBURG, PA 17055-0788		CODE N00189	7. ADMINISTERED BY SAME AS BLOCK 6		CODE N00189
8. NAME AND ADDRESS OF CONTRACTOR CARASOFT TECHNOLOGY CORPORATION 12369 SUNRISE VALLEY DR., SUITE D2 RESTON, VA 20191			9A. AMENDMENT OF SOLICITATION NO.		
POC: Patrick Gallagher PHONE: 703-871-8583 EMAIL: patrick.gallagher@carasoft.com			9B. DATED (SEE ITEM 11)		
CODE 1P3C5			10a. MODIFICATION OF CONTRACT/ORDER N00104-08-A-ZF43 GS-35F-0119Y		
FACILITY CODE			10B. DATED (SEE ITEM 13) 9/15/2008		
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 offers <input type="checkbox"/> is <input type="checkbox"/> is not extended.					
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and 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) N/A					
13. THIS ITEM APPLIES ONLY TO THE MODIFICATION OF CONTRACTS/ORDERS AS SPECIFIED ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: CONTRACT ORDER NO. IN ITEM 10A.		THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE			
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
X		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3)			
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copy.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (including solicitation/contract subject matter where feasible.)					
THE PURPOSE OF THIS MODIFICATION IS TO EXTEND THE PERIOD OF PERFORMANCE AND TO MAKE ADMINISTRATIVE CHANGES AS SHOWN HEREIN.					
As of 1 October 2013, responsibility for NAVSUP Weapons System Support Code 027 contracts and personnel were assumed by Fleet Logistics Center Norfolk. Accordingly, PCO authority for this action as identified herein is formally transitioned to NAVSUP FLC NORFOLK, CONTRACTING, MECHANICSBURG OFFICE, 5450 CARLISLE PIKE, P.O. BOX 2020, MECHANICSBURG, PA 17055-0788.					
DISTRIBUTION:					
(2) Purchase Folder		(1) Susan Ellison, SPAWARSSYSCEN PACIFIC		(1) AFPEO.BES.HICI.Financials@Gunter.Af.Mil	
(1) Contractor		(1) Peoeis.pdchess.vndrrpts@us.army.mil		(1) Susan.lizzi@dla.mil	
(1) Nina.Diep@navy.mil		(1) Miguel.a.campos22.civ@mail.mil		(1) Jonnice.medley.civ@mail.mil	
(1) EDA					
Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Ellen Lord Dir of Contracts			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) D. A. McLEOD CONTRACTING OFFICER		
15B. CONTRACTOR/OFFEROR 		15C. DATE SIGNED 3/24/14		16C. DATE SIGNED See Blk 16B	
(Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA Digitally signed by MCLEOD.DAVID.A.1229752282 DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USN, cn=MCLEOD.DAVID.A.1229752282 Date: 2014.03.24 10:49:59 -04'00'		(Signature of Contracting Officer)	
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		34-105 (SPCC OVPT) (REV 10-84) (LOCAL)		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53-243	

1. MODIFICATION P00006 DATED 09/04/2013 IS CORRECTED TO READ:
 - a. BLOCK 10A GSA SCHEDULE IS CORRECTED TO READ GS35F-0119Y
 - b. BLOCK 10B IS CORRECTED TO READ 09/15/2008.
 - c. BLCOK 13E IS CORRECTED TO READ IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPY
2. THE PERIOD OF PERFORMANCE IS HEREBY EXTENDED FROM: 31 MARCH 2014 TO: 30 NOVEMBER 2014.
3. THE CONTRACTING OFFICE POINT OF CONTACT AND PROCURING CONTRACTING OFFICER (PCO) IN PARAGRAPH B.2.A OF THE BPA ARE CHANGED TO READ AS FOLLOWS:

POINT OF CONTACT:
NAVSUP FLC NORFOLK CONTACTING
MECHANICSBURG OFFICE
5450 CARLISLE PIKE, P.O. BOX 2020
MECHANICSBURG, PA 17055-0788

POC: DAVID A. McLEOD, CODE 215
PHONE: 717-605-429
FAX: 717-605-4600
EMAIL: DAVID.MCLEOD@NAVY.MIL

OR ALTERNATE POINT OF CONTACT:
NAVSUP FLC NORFOLK CONTACTING
MECHANICSBURG OFFICE
5450 CARLISLE PIKE, P.O. BOX 2020
MECHANICSBURG, PA 17055-0788

POC: DENNIS FELLIN
PHONE: 717-605-5659
FAX: 717-605-7295
EMAIL: DENNIS.FELLIN@NAVY.MIL

4. THE SOFTWARE PRODUCT MANAGER (SPM) NAME IN PARAGRAPH B.2.B OF THE BPA IS CHANGED TO READ AS FOLLOWS:

- SERVICE PRODUCT MANAGER (SPM):
DON IT UMBRELLA PROGRAM MANAGEMENT OFFICE
SPAWAR SYSTEMS CENTER PACIFIC
CODE 55190
53560 HULL STREET
SAN DIEGO, CA 92152-5001

SPM: NINA DIEP
PHONE: 619-553-1023
FAX: 619-524-9678
EMAIL: NINA.DIEP@NAVY.MIL

OR ALTERNATE POINT OF CONTACT:
DON IT UMBRELLA PROGRAM MANAGEMENT OFFICE
SPAWAR SYSTEMS CENTER PACIFIC
CODE 55190
53560 HULL STREET
SAN DIEGO, CA 92152-5001

POC: THAO VU
PHONE: 619-553-1065
FAX: 619-524-9678
EMAIL: THAO.VU@NAVY.MIL

5. THE FEE DISTRIBUTION INFORMATION INCORPORATED IN ATTACHMENT A TO THE BPA IS HEREBY DELETED IN ITS ENTIRETY AND REPLACED WITH ATTACHMENT A TO THIS MODIFICATION. THE CHANGES UPDATE FEE INFORMATION FOR THE NAVY, DISA, ARMY, AND THE AIR FORCE.
6. ALL OTHER BPA TERMS AND CONDITIONS REMAIN UNCHANGED.

FEES AND PAYMENTS

1. GSA Industrial Funding Fee (IFF). The BPA/Contract unit prices include the applicable GSA IFF. The contractor shall be responsible for all required filings to GSA and for payment of this fee in accordance with applicable GSA instructions.

2. Acquisition, Contracting, and Technical (ACT) Fee. The cost of awarding, administering and managing this BPA is included in the prices charged to ordering activities. The ACT fee is 2%. 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.

2.1 ACT Fee Waiver

The ACT Fee shall not apply to non-Contract or non-BPA items or services, or to travel expenses. The ACT Fee shall not apply to 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 second and subsequent years following the initial 1st year maintenance coverage 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 user’s self diagnostics. Software maintenance for the purposes of this document does **NOT** include the creation, design, implementation, configuration, integration, etc. of a software package. These examples are considered software maintenance as a service.

3. Fee Distribution. The Army, Air Force, DLA, DISA and Navy are participating in a fee-sharing program. The Contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated Army, Air Force, DLA, DISA, Navy or DOD as appropriate. Marine Corps sales are reported under the Navy designation. Fee checks shall not be issued until written approval is received for the Report of Sales.

3.1 ALL SALES:

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

The contractor shall remit ACT Fee to the address provided below by corporate or 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 N00104-08-A-ZF43
DoD SAP Enterprise Software Agreement
ACT Fee

For US Postal Service mail or USPS Express Mail, send check to:

SPAWARSYSCEN PACIFIC
Attn: Suzi Ellison
Code 55390, Bldg. 81
53560 Hull Street
San Diego, CA 92152-5001

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

SPAWARSYSCEN PACIFIC
Shipping and Receiving
Receiving Officer (OT 7)
Attn: Suzi Ellison
Code 55390, Bldg. 81
4297 Pacific Hwy.
San Diego, CA 92110

Email a copy of the check to the SPM: Charles.lucas1@navy.mil

3.2 ARMY SALES:

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

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "Treasurer of the United States". Checks must be notated with the following information:
BPA N00104-08-A-ZF43

SCP Fee Reimbursement

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

Send check and transmittal letter to:

Project Director
Computer Hardware, Enterprise Software and Solutions (PD CNESS)
PEO Enterprise Information Systems
SFAE-PS-CH (Attn: Miguel Campos)
9350 Hall Rd., Bldg. 1445
Fort Belvoir, VA 22060

E-mail a copy of the check and transmittal letter to:

peoeis.pdchess.vndrrpts@us.army.mil and
miguel.campos2@us.army.mil

3.3 AIR FORCE SALES:

The amount of ACT Fee due the Air Force shall be calculated at 1% of all Air Force sales.

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "3801-LI". Checks must be notated with the following information:
BPA N00104-08-A-ZF43
ESI-SW Fee Sharing

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

Send check and transmittal letter to:

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

Email a copy of the check, the transmittal letter and the approved quarterly Report of Sales (in Excel format) to: afpeo.eis.hiji.financials@gunter.af.mil

NOTE: The Subject Line Format of the e-mail MUST be as follows:
Contract Number with hyphens, Sales Reports Month Year, Contract Name, and Contractor Name.

(Example: FA0000-00-A-0000, Sales Reports June 2010, ESI SW, Vendor, Inc.)

3.4 DLA SALES

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

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "Treasurer of the United States". No transmittal letter is required with submission of DLA fee checks.

Checks must include the following information to ensure proper crediting of the payment:
BPA N00104-08-A-ZF43
DoD SAP Enterprise Software Agreement
Quarterly ACT Fee

Send check to:
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 a copy of the check to:
Email: Susan.Lizzi@dla.mil

3.5 DISA SALES

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

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "Treasurer of the United States". Checks must be notated with the following information:
BPA N00104-08-A-ZF43
DoD SAP Enterprise Software Agreement
Quarterly ACT Fee

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

Send check and transmittal letter to:
DFAS-CO
Finance and Accounting Office
Attn: Disbursement Office (Tom Triplett)
3990 East Broad St., Bldg. 21
Columbus, Ohio 43213

Direct questions to Jonnice Medley, 703-681-2091

Email a copy of the check and transmittal letter to: Jonnice.Medley@disa.mil