

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code  
Firm-Fixed-Price

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2. Amendment/Modification No. P00010	3. Effective Date 2012JUL17	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By ROCK ISLAND CONTRACTING CENTER CCRC-TA CINDY WITHERSPOON (309) 782-6760 ROCK ISLAND, IL 61299-8000 BLDGS 60 & 390  EMAIL: CINDY.WITHERSPOON@US.ARMY.MIL	Code W52P1J	7. Administered By (If other than Item 6)	Code
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) BELARC INC 2 CLOCK TOWER PL STE 520 MAYNARD, MA 01754-2542  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-07-A-0005
	<input type="checkbox"/>	10B. Dated (See Item 13) 2012MAY02

Code 1KJQ9 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: 2016DEC30

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) JILL M. SOMMER JILL.M.SOMMER.CIV@MAIL.MIL (309) 782-3582		
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 2012JUL17

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 2 of 2</b>
	PIIN/SIIN W91QUZ-07-A-0005	MOD/AMD P00010

**Name of Offeror or Contractor:** BELARC INC

SECTION A - SUPPLEMENTAL INFORMATION  
W91QUZ-07-A-0005 Modification P00010:

1. The purpose of this modification is to incorporate the BPA 2% fee language as follows:

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% and is included for all software products, the initial maintenance coverage period, software maintenance as a service, system maintenance services and other related services and/or training.

For purposes of this document, the term software means a collection of one or more programs, databases or microprograms fixed in any tangible medium of expression that comprises a sequence of instructions (source code) to carry out a process in, or convertible into, a form executable by an electronic computer (object code).

Software maintenance as a service creates, designs, implements, and/or integrates customized or configured changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are deliverable-based and charged in arrears.

System maintenance services include system maintenance services for software maintenance associated with proprietary hardware systems It can also include software support associated with middleware, proprietary application programming interface (API) specific to one or more devices within a particular manufacturer's product range or similar types of software maintenance as deemed appropriate by the ESI Team.

The ACT fees shall be remitted and distributed in accordance with sections 3 and 4 of this document.

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,

2. Any questions should be directed to the POC for this contract below:

Contract Specialist: Cindy Witherspoon  
Phone: (309) 782-6760  
Email: cindy.s.witherspoon.civ@mail.mil

3. Except as modified herein, all other terms and conditions of Contract W91QUZ-07-A-0005 shall remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A0002 \*\*\*