

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM</b> Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number SEE SCHEDULE		Page 1 Of 10				
2. Contract No. W52P1J-12-A-0016		3. Award/Effective Date 2012AUG03		4. Order Number		5. Solicitation Number		6. Solicitation Issue Date		
7. For Solicitation Information Call:		A. Name STEVEN A. SZALO			B. Telephone Number (No Collect Calls) (309)782-8568		8. Offer Due Date/Local Time			
9. Issued By ROCK ISLAND CONTRACTING CENTER CCRC-TA ROCK ISLAND, IL 61299-8000 BLDGS 60 & 390		Code W52P1J	10. This Acquisition is <input type="checkbox"/> Unrestricted OR <input type="checkbox"/> Set Aside: % For:							
Email: STEVEN.A.SZALO.CIV@MAIL.MIL		<input type="checkbox"/> Small Business	<input type="checkbox"/> Women-Owned Small Business (WOSB) Eligible Under the Women-Owned Small Business Program	<input type="checkbox"/> Hubzone Small Business	<input type="checkbox"/> Economically Disadvantaged Women-Owned Small Business (EDWOSB)	<input type="checkbox"/> Service-Disabled Veteran-Owned Small Business	NAICS:	<input type="checkbox"/> 8(A) Size Standard:		
11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule		12. Discount Terms		<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (15 CFR 700)			13b. Rating DOA6			
15. Deliver To SEE SCHEDULE		Code	16. Administered By ROCK ISLAND CONTRACTING CENTER ROCK ISLAND ARSENAL ROCK ISLAND IL 61299							Code W52P1J
Telephone No.		SCD: C	PAS: NONE	14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	17a. Contractor/Offeror Code 3CA29 Facility					Code HQ0303
17a. Contractor/Offeror IMMIXTECHNOLOGY, INC. 8444 WESTPARK DR STE 200 MCLEAN, VA 22102-5112		Code	Facility	18a. Payment Will Be Made By DFAS-COLUMBUS DFAS-CO/JAIQBAC ATTN: ROCK ISLAND P. O. BOX 182316 COLUMBUS OH 43218-2316						Code
Telephone No.		<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer	18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum							Code
19. Item No.	20. Schedule Of Supplies/Services SEE SCHEDULE BPA Expiration Date: 2016MAR02  (Use Reverse and/or Attach Additional Sheets As Necessary)			21. Quantity	22. Unit	23. Unit Price		24. Amount		
25. Accounting And Appropriation Data						26. Total Award Amount (For Govt. Use Only) \$0.00				
<input type="checkbox"/> 27a.Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached. Addenda <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	<input checked="" type="checkbox"/> 27b.Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda <input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.									
<input checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return <u>2</u> Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified.					<input type="checkbox"/> 29. Award Of Contract: Ref. _____ Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:					
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer) /SIGNED/						
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) JILL M. SOMMER JILL.M.SOMMER.CIV@MAIL.MIL (309)782-3582			31c. Date Signed 2012AUG03			

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

Received  Inspected  Accepted, And Conforms To The Contract, Except As Noted: \_\_\_\_\_

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative			
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative			
			32g. E-Mail of Authorized Government Representative			
33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	36. Payment		37. Check Number
<input type="checkbox"/> Partial	<input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		
38. S/R Account No.		39. S/R Voucher Number	40. Paid By			
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)			
41b. Signature And Title Of Certifying Officer			41c. Date		42b. Received At (Location)	
			42c. Date Rec'd (YY/MM/DD)		42d. Total Containers	

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SUPPLEMENTAL INFORMATION

BLANKET PURCHASE AGREEMENT (BPA) ARMY / DEPARTMENT OF THE NAVY ENTERPRISE LICENSE AGREEMENT (ELA) with ImmixTechnology, Inc (Immix)  
GS-35F-0265X W52P1J-12-A-0016

1. Introduction/Recitals

1.1. Federal Acquisition Streamlining Act

1.1.1. In the spirit of the Federal Acquisition Streamlining Act, the ARMY and the Department of the NAVY (referred to hereafter as the Government or ARMY / DEPARTMENT OF THE NAVY) and ImmixTechnology, Inc (the Contractor) enter into this Blanket Purchase Agreement (BPA) and includes all Attachments (collectively referred to as the BPA or Agreement) as of AUGUST 03, 2012 (the "Effective Date").

1.2. GSA FSS Contract

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

1.2.2. This BPA is entered to reduce the administrative costs of acquiring commercial products and services from the General Service Administration (GSA) Federal Supply Schedule (FSS) Contract(s) GS-35F-0265X (the FSS Contract).

1.2.3. All orders placed against this BPA are subject to the Terms and Conditions of CHESSE, The BPA, the FSS Contract and the applicable order.

2. List of Attachments to the BPA

ATTACHMENT # TITLE

- 0001. Product and Price List (to be mailed)
- 0002. Ordering Guide
- 0003. Applicable DFARS Provisions
- 0004. Report of Sales Format with Instructions (to be mailed)

3. Obligation

3.1. Extent of Obligation

3.1.1. The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be \$14.5M\*. The Government is obligated only to the extent of authorized purchases actually made under this Agreement. There is no minimum order guarantee. \* The total estimated sales volume for the new ordering period from 8/03/2012 to 3/02/2016 (inclusive of BPA ordering option periods) is \$31M to be shared across all multiple award BPAs. Thus, this BPA is assigned an estimated value of \$31M with the understanding that sales could fluctuate from reseller to reseller.

3.2. Funds Obligation

3.2.1. This Agreement does not obligate any funds. Funds will only be obligated on each delivery order.

4. Authorized Users

4.1. ARMY and Department of the Navy Components

4.1.1. The Agreement is open for ordering by all ARMY and Department of the NAVY Components.

4.2. Government Contractors

4.2.1. Government contractors performing work for an ARMY or Department of the NAVY Component may place Delivery Orders under this Agreement on behalf of and for the benefit of the ARMY / Department of the NAVY entity if authorized by their cognizant Contracting Officer in accordance with the requirements of FAR 51(Use of Government Sources by Contractors) and/or DFARS 251 (Use of Government Sources by Contractors) as appropriate.

5. Term and Survival

5.1. Term

This BPA includes a one-year base ordering period, with four (one-year) option ordering periods.

BPA Base Period: Ordering Period 8/3/2012 8/2/2013

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BPA Option 1: Ordering Period 8/3/2013 8/2/2014  
 BPA Option 2: Ordering Period 8/3/2014 8/2/2015  
 BPA Option 3: Ordering Period 8/3/2015 8/2/2016  
 BPA Option 4: Ordering Period 8/3/2016 8/2/2017

5.1.1. This BPA expires upon completion of all orders issued within the specified BPA ordering periods, inclusive of any exercised BPA option periods. BPA is contingent upon the Contractor maintaining or renewing a GSA FSS Schedule.

5.1.2. The Government is not obligated to exercise the BPA options periods.

5.1.3. The following FAR Clause is hereby incorporated:

(i) 52.217-9 -- Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor no later than 8/2/2013; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 5 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of the BPAs ordering period, including the exercise of any BPA options under this clause, shall not exceed 8/2/2017.

(ii) 52.212-5(o) The Contractor Warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this agreement.

(iii) 52.232-4501 (ACC-RI) WAWF-RA use is required.

5.1.4 If orders issued within the BPA Ordering Period(s) include options, the order options may be exercised after the BPA ordering end date(s) provided that:

(a) The initial order that includes the option was issued during the BPA ordering period(s),

(b) The Ordering Office determines that the underlying GSA Schedule is still valid at the time the order option is exercised and still includes the applicable products, and

(c) The Ordering Office satisfies all other applicable regulations for exercise of options.

5.2. GSA Federal Supply Schedule Succession

5.2.1. This BPA is based on the Contractors current GSA 70 schedule contract number GS-35F-0265X. In the event the current GSA 70 schedule contract is cancelled or expires and a new GSA 70 schedule contract is awarded, this BPA shall be modified to transfer to the new GSA 70 schedule contract to the extent the new schedule contract includes the same scope and items as the cancelled or expired GSA contract.

5.3. Annual Review for Best Value

5.3.1. This Agreement will be reviewed annually to ensure that it still represents a best value.

5.4. Survival

5.4.1. This Agreement shall survive unto Contractor, its Successors, rights and assigns. The Terms and Conditions in this Agreement shall survive the acquisition or merger of Contractor by or with another entity. Contractor shall ensure these survivorship terms are included in any such merger or acquisition agreement, including a duty on the part of the surviving entity to abide by the terms of this Agreement.

6. Organization of this Agreement

6.1. BPA Structure

6.1.1. This BPA is organized in two major segments:

6.1.1.1. The General Terms and Conditions

6.1.1.2. Attachments, which are binding Master Agreements entered into and made effective at the time of the award of this BPA.

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6.2. Order of Precedence

6.2.1. The Order of Precedence for resolving any inconsistency between this Agreement and the GSA contract terms shall be as specified in the GSA contracts Commercial Item clause, FAR 52.212-4 (Contract Terms & Conditions Commercial Items).

6.2.2. The provisions of FAR 52.212-4 specified in FAR 12.302 (Tailoring of Provisions and Clauses for the Acquisition of Commercial Items), as required by Federal law, shall prevail over any terms of the commercial license.

6.2.3. In the event of any inconsistency between the General Terms and Conditions of this Agreement and the Terms and Conditions of any Attachment to this Agreement, the General Terms and Conditions shall take precedence over the Terms and Conditions of any Attachment, unless the parties specifically agree in writing that a Term or Condition of an Attachment has precedence over the corresponding term or condition in the General Terms and Conditions of the BPA.

6.2.4. All orders placed against this BPA shall incorporate the terms and conditions of this BPA, including all Attachments. In the event of a conflict between an ordering document (including the Contractors license, support, maintenance, or services agreements) and this BPA, the BPA and its Attachments shall take precedence over the Order unless the parties specifically agree in writing that a term or condition of an Order has precedence over the corresponding term or condition in the general terms and conditions of the BPA or its Attachments.

6.3. Attachments

6.3.1. All attachments to this Agreement will be deemed a part of this Agreement and incorporated herein by reference. Terms defined in this Agreement and used in any Attachment will have the same meaning as in this Agreement.

6.3.2. The parties hereby agree the Attachments listed in Section 2 apply to all orders placed under this BPA and are incorporated herein as binding terms and conditions.

7. Product and Service Offerings

7.1. Catalog and Product Information

7.1.1. The Contractor shall make available to all authorized users of this Agreement the products and services contained in Attachment 0001.

7.1.2 Proof of License & Serial Numbers. The CHES reseller will email the end-use customer(s) listed on the purchase order with a license confirmation and/or proof of license upon order processing. Upon order entry into PTC WINDCHILLS licensing system, the ship to and/or end-use customer identified in the order will receive an email notification with instructions on how to obtain the applicable serial number(s) from the PTC WINDCHILL Licensing System. Each serial number covers a single product, version, language, and platform, except for products available in both Macintosh and Windows versions. For these products, serial numbers will be provided for both platforms, even when only one platform is licensed. NOTE: All orders placed with CHES shall include the end-use customers POC information (name, email address and phone number) to ensure that the appropriate person is being provided serial number notification. If end-use customer information is classified, then an intermediate POC must be listed who will be responsible for forwarding upgrade notifications to the classified end-use customer. Customers requiring additional assistance should call Immix Customer Service at (703)752-0610.

7.1.3 Software Distribution. License prices and upgrade plans (new and renewal) do not include media and documentation. Media and Documentation are available for purchase or customers can choose Electronic Software Delivery (ESD).

7.1.4 Media and Printed Documentation. Media and Documentation are available for purchase under the CHES PTC BPAs. The CD Media contains the .exe file for the software application and a .pdf copy of the documentation. Documentation can also be purchased separately for customers who prefer a bound, printed book, instead of printing out their own from the .pdf. DoD end-use customers may order any CDs or printed documentation through CHES PTC BPA provided the quantities do not exceed the number of licenses being ordered.

7.1.5 Electronic Software Delivery. Immix provides Electronic Software Delivery (ESD) for selected products via the Immix Licensing Web Site \\*HYPERLINK "https://itechcontracts@immixgroup.com" https://itechcontracts@immixgroup.com. All PTC WINDCHILL products may not be available through ESD. However, as new versions of products are released, they may be made available through ESD. ARMY / Department of the NAVY customers requiring ESD should inquire with CHES on the availability of this service. Upon order confirmation, Immix will provide login instructions to the licensing website. Upon login, there is an ESD link that takes the customer to the site, which allows for product download, if available. End-use customer contact(s) may download any available Immix desktop software product at any time provided they have proof of license for the product. Downloads shall not be performed prior to receipt of valid license. Customers requiring additional assistance should call Immix Customer Service at (703)752-0610.

7.1.6 Support Programs. Immix Support plans enable customers to have successful product deployments and have been created to increase overall customer satisfaction. Available support plans for Professional Support and Server Support include: Gold Support Program: Offers

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support for an unlimited number of cases with approximately two-hour response times and support for help desks and broad corporate deployments. Defined service levels help Adobe prioritize resolution efforts on the most important incidents affecting customers business.

7.1.7 Upgrade Plan (formerly known as maintenance). Upgrade Plan is a fixed cost that Customers may pay to receive future software product version upgrades that are covered under Upgrade Plan during the life of the BPA. Upgrade Plan coverage grants users the right to upgrades for products covered during the Upgrade Plan term. An upgrade is a major release of a software application that includes new features. When a new version is announced for a product in which a customer has an active Upgrade Plan, Immix will send an upgrade fulfillment email to customers eligible to receive an upgrade license and new software at no additional charge. The email will include specific instructions on how to upgrade to the new version. Immix will automatically place an order on behalf of qualifying customers for the new license. Serial numbers corresponding to these orders will be available via the Licensing Web Site at: \\*HYPERLINK "www.itechcontracts@immixgroup.com"www.itechcontracts@immixgroup.com. NOTE: All orders placed on the CHES managed PTC WINDCHILL BPA shall include the end-use customers POC information (name, email address and phone number) to ensure that the appropriate person is notified when an upgrade is available. If end-use customer information is classified, then an intermediate POC must be listed who will be responsible for forwarding upgrade notifications to the classified end-use customer.

7.1.7.1 Updates. An update includes enhancements and solutions to known issues with a product, but no major new features. Immix provides updates to customers at no charge but does not automatically notify customers when an update is available. To find out if an update is available for a product, customers should go to the page for their product on the Immix Web site at \\*HYPERLINK "www.immixtechnology.com"www.immixtechnology.com.

## 7.2. Technology Refreshment / Products and Services Improvement

7.2.1. The Contractor shall propose improvements to the products and services offered under this Agreement as products become commercially available. Proposals shall be submitted by the Contractor and include a description of the products and/or services, an electronic copy of the pricing tables, 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 provided under the original Agreement product and service prices.

7.2.2. If at any time during the life of this BPA, the original manufacturer of the equipment (includes software, licenses and upgrades (maintenance)) schedules the products for discontinuation, improvement and/or replacement, the BPA holder shall provide a proposal to include the new or revised products on the BPA under the appropriate line items. Proposed prices for new or revised products shall be constructed in accordance with this BPA for most favored prices. Discounts shall be at the same or greater discount level as the original BPA product prices. Proposals shall be submitted to the PCO within seven (7) days of the BPA holders awareness of the OEMs intent. Improvement of product includes new releases, updates, and upgrades including additional features and functionality, and successor or upgrade products.

7.2.3. Changes proposed by the Contractor shall become effective only upon written acceptance by the Government.

## 8. Pricing Terms

### 8.1. Base Pricing

8.1.1. Prices for commercial products and services are specified in Attachment 0001. BPA prices shall only escalate in accordance with the GSA Economic Price Adjustment clause. The same discount relationship (Discount Percentage off GSA Schedule price) shall be maintained during the term of this BPA.

8.1.2. The prices in ATTACHMENT 0001 will be reviewed annually or as required to determine whether a reduction is appropriate in accordance with section 8.2.

### 8.2. Most Favored Customer

8.2.1. Contractor shall ensure the prices under this BPA are as low as the prices Contractor has under any other contract instrument with any customer under like terms and conditions. If at any time the prices under any other contract instrument with any customer become lower than the prices in this BPA, this BPA will be immediately modified to include the lower prices.

### 8.3. Additional Price and Discount Terms

8.3.1. The government may secure additional discounts at the time of placing an order. Spot discounts are authorized and encouraged.

8.3.2. Special solutions and voluntary price reductions may be negotiated for individual orders. ARMY / Department of the NAVY customers are encouraged to consolidate their purchases of PTC WINDCHILL products prior to releasing requests for quotes under a CHES Enterprise Licensing Agreement (ELA). Ordering Officers should contact CHES for further details. CHES will evaluate consolidated requirements and may negotiate special terms/solutions and price reductions for specific orders as warranted by large volume purchases or other special circumstances.

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9. Product and Pricing Data Submission

9.1. Data Submission Format

9.1.1. Contractor shall submit and keep current all products, service and pricing data in the format described in ATTACHMENT 0001 (amended as required) for publication in all web and other methods for public and private display and access.

9.1.2. Changes to Contractors products or prices shall only be effective upon receipt of written approval from the Procuring Contract Officer (PCO).

9.2. UNSPSC

9.2.1. The United Nations Standard Products and Services Code (UNSPSC) is a required field in the Report of Sales submission found in Attachment 0004. The UNSPSC code permits software asset management through a standard coding structure. The UNSPSC is a coding system used to classify both products and services for use throughout the global marketplace. The management and development of the UNSPSC Code is coordinated by GS1 US. The current version is available free as a download at \\*HYPERLINK

"<http://www.unspsc.org>"<http://www.unspsc.org> .

10. Ordering

10.1. Ordering Guide

10.1.1. ATTACHMENT 0002 contains the ordering process and instructions that shall be followed by Ordering Offices and Contractor.

10.1.2. The Contractor shall post the Ordering Guide on its web site.

10.1.3. The Contractor shall immediately notify the Contracting Officer in the event of any changes to Contractor POC information, Contractor physical address, Contractor web address, or any other relevant information in the Ordering Guide.

10.2. Applicability of FAR and DFARS Provisions

10.2.1. Orders issued against this BPA are subject to the FAR clauses included in the underlying GSA Schedule.

10.2.2. Orders issued against this BPA are subject to the DFARS clauses as indicated by a check mark in Attachment 0003. Additional DFARS clauses may apply to the Delivery Order.

10.2.3. The DFARS clauses listed in ATTACHMENT 0003 are those in effect as of the effective date of this BPA. Ordering Offices are responsible for incorporating the most current version of the applicable DFARS clauses in the Delivery Order as appropriate.

10.2.4. Any additional DFARS clauses not checked in ATTACHMENT 0003 should be considered by the Ordering Offices for inclusion in the Delivery Order.

10.2.5. The Ordering Offices should consider the requirements of the FAR supplement of the end user component (local requirements), as they apply to commercial item acquisition and use of GSA schedules, in determining what additional clauses may be required for incorporation in the Delivery Order issued by the Ordering Office.

10.3. Web Sites and Electronic Ordering

10.3.1. This BPA will be posted to the PD CHESSE website as part of the CHESSE program. The web site can be viewed at \\*HYPERLINK "<http://www.chess.army.mil>"<http://www.chess.army.mil> and is publicly accessible.

10.3.2. 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 Contractor electronic ordering capability to create a paper-less ordering, invoicing and payment process. During the term of the BPA, the Contractor shall participate to achieve this objective.

10.3.2.1. On-line ordering may also be accomplished through CHESSE controlled web sites.

10.3.2.2. The Contractor shall ensure that the data and information relating to Contractors products, technical specifications, services, prices and other information related to this BPA is current, accurate, complete, and delivered by the Contractor in the standard format(s) described in Attachment 0001.

10.3.2.3. The Contractor shall maintain coordinated and integrated hypertext links to the CHESSE web site from their World Wide Web site(s).

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10.3.2.4. The Contractor should provide electronic-commerce (EC)/EDI capabilities and accept and respond to secure on-line orders and customer requests consistent with the terms of this acquisition vehicle.

10.3.2.5. The Contractor shall use its commercially reasonable business efforts to adapt its business processes as technical requirements, environment and architecture evolve.

10.4. Delivery Schedule.

10.4.1. The Contractor will be required to deliver all products within 30 business days of receipt of order. More expedient delivery terms may be proposed on individual orders, and are encouraged. Deliveries will be made to the address specified on the delivery orders issued against the BPA.

10.5. Delivery Notice.

10.5.1 Unless otherwise agreed to, all deliveries ordered under this BPA must be accompanied by a delivery notice, ticket or sales slips that must contain at a minimum the following information:

- a. Name of Contractor
- b. GSA Contract Number
- c. BPA Number
- d. Product Description/Model numbers
- e. Delivery order number
- f. Date of purchase
- g. Quantity, unit price and extension of each item (unit prices need not be shown when incompatible with the use of automated systems; provided that the invoice is itemized to show the information)
- h. Date of shipment

10.6. BPA Ordering Suspension

10.6.1. There may be occasions where the Government may suspend ordering (by CLIN up to and including the entire BPA) or cancel the BPA for cause. Reasons for suspension or cancellation can include but are not limited to delinquent sales report submission, non-compliance to BPA terms and conditions, failure to maintain PTC WINDCHILL Authorized Licensing Center CHES reseller status; and/or PTC WINDCHILL partnering or teaming program Gold maintenance certification. (Note: Upon launch of the PTC WINDCHILL BPA, Contractor must hold a Gold level maintenance to retain their BPA. Any BPA holder that fails to retain a BPA will not have an opportunity for another BPA for the remaining duration of the BPA Ordering Period, inclusive of any exercised option ordering periods.) If a suspension is announced, the Contractor shall adhere to this suspension by not accepting or processing delivery orders for the suspended item(s).

11. Contractor BPA Management Obligations

11.1. Report of Sales

11.1.1. The Contractor shall provide a Report of Sales to the SPM and the PCO in electronic format within fifteen (15) days following completion of the quarterly reporting period, or as otherwise requested by the SPM. The report shall be submitted in the standard format shown in Attachment 0004. Sales reports are required even in those instances where no sales are made. The SPM or PCO shall provide written approval of each report to the Contractor.

11.3. Centralized Administration

11.3.1. The Contractor must provide centralized administration, in the form of a Program Manager, in support of all work performed under this Agreement. The Program Manager, at a minimum, is required to participate in periodic program management reviews (which may require travel to a Government named site). Additional functions would include customer service, educating the sales force and submission of quarterly reports.

11.4. Records

11.4.1. The Contractor shall maintain archival copies of all orders for the term of the Agreement and for 7 years after its expiration or termination. Copies shall be made available to the Government upon request.

11.5. Program Management Reviews (PMR)

11.5.1. The Contractor shall participate in regular reviews of the progress of the Agreement. Reviews shall be held at least twice yearly as scheduled by the Software Product Manager. During these reviews the Contractor shall report on status of Agreement sales, sales leakage, marketing and any outstanding issues concerning the Agreement, among other things. PMR agenda and presentation format shall be provided by the SPM to Contractor prior to each PMR. Travel expenses are the responsibility of the Contractor.

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11.6. Sales Leakage Prevention

11.6.1. The goals of the CHESSE Program can only be realized through cooperation between the Government and the Contractor to direct appropriate sales through the CHESSE vehicles. The Contractor shall ensure that all sales personnel are aware of the CHESSE Program and enforce the policy that this Agreement is the preferred procurement vehicle for the products within. Within sixty (60) days of the effective date of this BPA, Contractor shall submit its plan of action and define the processes required to conform to the requirements of this BPA and shall keep current the plan throughout the Term of this BPA.

11.6.2. The Contractor shall establish a process to regularly audit sales to Government buyers, determine where sales outside the CHESSE vehicle are occurring, and take appropriate action to direct further sales through the CHESSE vehicle. Results of these audits will be presented as an agenda item during PMRs.

12. Personal Data and Personally Identifiable Information (PII)

12.1. Compliance with Privacy Act

12.1.1. Contractor must comply with the Personally Identifiable Information (PII) requirements as set forth in the Privacy Act of 1974, Public Law 93-579, as amended, including all policies and directives issued therein including, for example, DoD Directive 5400-11, DoD Program dated May 8, 2007, as may also be amended from time to time or superseded.

13. Termination

13.1. Effect of Termination.

13.1.1. Effect of Termination by Contractor. Notwithstanding any termination of this Agreement, by Contractor, including any Attachments to this Agreement, DOD shall have the right to continue use of any Products and Documentation that were purchased by a Delivery Order issued prior to the termination of the Agreement.

13.2. Surviving Provisions.

13.2.1. The following sections shall survive the termination or expiration of this Agreement: Section 5 (Term & Survival); Section 13 (Personal Data and Personally Identifiable Information); Section 14.1 (Effect of Termination); Section 13.2 (Surviving provisions); Section 16 (General Provisions) and any software licenses acquired pursuant to this BPA where usage rights are perpetual.

14. Relationship of the Parties

14.1. Independent Contractors.

14.1.1. Each party will act solely as an independent contractor. Nothing contained herein will be construed to create the relationship of principal and agent, employer and employee, partners or joint ventures. Neither party assumes any liability for personal injury or property damage arising out of the other partys performance of this Agreement.

14.1.2. The Contractor will be responsible for all obligations in this Agreement whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges under orders executed under this Agreement.

14.2 ON-RAMP PROCEDURES: The Government reserves the right to reopen competition at any time during the term of the BPA. The Government will review the need for additional Contractors as needed. When an on-ramp is used, the Government will advertise the reopening of the competition on FedBizOpps and GSA ebuy, and awardees shall meet the criteria established in the initial solicitation. The evaluation and selection of awardees for any on-ramp will be exactly the same as the evaluation and award criteria used for the initial basic BPA awards. Any new awardees will compete with any existing or remaining Contractors for all delivery orders.

15. General Provisions

15.1. YEAR 2000 Compliance

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

15.2. Headings

15.2.1. The section captions and headings used in this Agreement are for reference only, and are not to be construed in any way as terms or be used to interpret the provisions of this Agreement.

15.3. Notices

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52P1J-12-A-0016 <b>MOD/AMD</b>	<b>Page</b> 9 <b>of</b> 10
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**Name of Offeror or Contractor:** IMMIXTECHNOLOGY, INC.

15.3.1. All notices required under this Agreement will be in writing and will be sent to the Government PCO and the Contractors designated Program Manager for this Agreement at the email address set forth on page 1 of this Agreement, unless otherwise agreed to by the parties. Notices are considered to be "issued" when copies are either deposited in the mail, transmitted by facsimile, or sent by other electronic commerce methods, such as email.

15.4. Reference to Days

15.4.1. All references in this Agreement to days will, unless otherwise specified, mean calendar days.

15.5. Severability

15.5.1. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected. In such event, the parties will negotiate a valid, enforceable substitute provision that most nearly achieves the parties original intent in entering into this Agreement or provide an equitable adjustment in the event no such provision can be added.

15.5.2 The Government does not agree to any Terms and Conditions that violate federal law or regulations including any Terms and Conditions contained in any third party software license agreement.

15.6. Waiver

15.6.1. Neither party's failure to exercise or delay in exercising any of its rights under this Agreement shall constitute or be deemed to constitute a waiver, forfeiture, or modification of such rights or any others. Waiver of a breach of this Agreement shall not be deemed a waiver of any future breach. Any waiver must be in writing and signed by each party's representative.

15.7. Dispute Resolution

15.7.1. In the event of disagreement with respect to any aspect of this Agreement, the parties agree to discuss in good-faith to reach an amicable resolution, and to escalate such resolution process to the appropriate members of their respective management organization who have the power and authority to achieve a successful resolution.

15.8. Entire Agreement

15.8.1. This Agreement, together with all Attachments hereto, and Delivery Orders, constitutes the entire Agreement between the ARMY and the Department of the NAVY and Contractor and supersedes all prior or contemporaneous communications, representations, and Agreements, whether oral or written, regarding the subject matter of this Agreement. No modifications of, or amendments to, the terms of this Agreement shall be valid unless in writing and signed by an authorized representative of each party.

\*\*\* END OF NARRATIVE A0001 \*\*\*

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 10 of 10****PIIN/SIIN** W52P1J-12-A-0016**MOD/AMD****Name of Offeror or Contractor:** IMMIXTECHNOLOGY, INC.

## LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 0001	PRODUCT AND PRICE LIST	30-JUL-2012	189	EMAIL
Attachment 0002	ORDERING GUIDE	30-JUL-2012	005	DATA
Attachment 0003	APPLICABLE DFARS PROVISIONS	30-JUL-2012	004	DATA
Attachment 0004	REPORT OF SALES EXAMPLE	30-JUL-2012	001	EMAIL

**PIIN/SIIN** W52P1J-12-A-0016

**MOD/AMD**

**ATT/EXH ID** Attachment 0001

**PAGE** 1

ATTACHMENT 0001 Product and Pricing List will be emailed. If not received please email [steven.a.szalo.civ@mail.mil](mailto:steven.a.szalo.civ@mail.mil) and request a copy.

ATTACHMENT 0002

ARMY and Department of the NAVY BPA ORDERING GUIDE

This Ordering Guide has been developed by the Government procurement team to assist IT buyers and contracting officials to order technology products and/or services from the BPA holder. This Guide contains essential information about the BPA, identifies the authorized users of the BPA, summarizes the products and services available under the BPA and instructions for users to place an order, and provides Points of Contact information to provide support.

Contents	Paragraph
1. BPA General Information .....	1
2. Authorized BPA Users .....	2
3. Products and Services Overview .....	3
4. Ordering Officer Responsibilities .....	4
5. Ordering Process .....	5
6. BPA Points of Contact.....	6

1. BPA Contractor Information:  
ImmixTechnology, Inc  
8444 Westpark Drive, STE 200  
McLean, VA 22102  
CAGE CODE: 3CA29

GSA SCHEDULE # and WEBLINK:  
GS-35F-0265X

\\*HYPERLINK "www.gsaadvantage.gov/ref\_text/GS35f0265X.pdf"[www.gsaadvantage.gov/ref\\_text/GS35f0265X.pdf](http://www.gsaadvantage.gov/ref_text/GS35f0265X.pdf)

BPA # and WEBLINK:  
W52P1J-12-A-0016

\\*HYPERLINK "www.chess.army.mil"[www.chess.army.mil](http://www.chess.army.mil)

BPA Effective Date:  
03 AUG 2012

BPA Ordering Periods:

This BPA includes a one-year base ordering period, with four (one-year) option ordering periods.

BPA Base Period: Ordering Period 8/1/2012 7/3/2013  
BPA Option 1: Ordering Period 8/1/2013 7/31/2014  
BPA Option 2: Ordering Period 8/1/2014 7/31/2015  
BPA Option 3: Ordering Period 8/1/2015 7/31/2016  
BPA Option 4: Ordering Period 8/1/2016 7/31/2017

\* (Subject to Annual Review)

2. Authorized BPA Users

a. The BPA is open for ordering by all ARMY and Department of the NAVY components.

3. Products and Services

Products and Services: Office Systems  
Publisher: PTC  
Product Line: WINDCHILL to include software, licensing, and maintenance  
(Full list is available at \\*HYPERLINK "www.CHESS"[www.CHESS.ARMY.mil](http://www.CHESS.ARMY.mil))

4. Ordering Officer Responsibilities

a. Ordering is decentralized. Orders are to be prepared by a Government Ordering Officer (a duly warranted Contracting Officer whose warrant authorizes purchases from the GSA Schedule) in accordance with the terms and conditions of the BPA and the GSA Schedule.

b. This is a multiple award BPA established competitively against GSA Schedule. Refer to the CHES website at \\*HYPERLINK "www.CHESS.ARMY.mil"www.CHESS.ARMY.mil for the listing of the multiple award vendors.

c. It is the responsibility of the Ordering Officer to:

i. Comply with the ordering procedures of FAR 8.4 (Federal Supply Schedules) and DFARS 208.4 (Required Sources of Supply)

ii. Obtain competition and/or execute and publish brand name or limited source justifications as applicable.

iii. Provide fair opportunity to be considered for each order to all BPA holders who offer the applicable product and/or service required;

iv. Ensure compliance with all fiscal laws prior to issuing an order under the BPA;

v. Incorporate into the order any regulatory and statutory requirements that are applicable to the agency for which the order is placed, if pertinent requirements are not already included in the BPA; [Note: The DFARS clauses listed in Attachment C of the BPA are those in effect as of the effective date of the BPA. Ordering Offices are responsible for incorporating the most current version of the applicable DFARS clauses in the Delivery Order as appropriate.]

vi. Obtain the required authorization to acquire the products or services through the CHES BPA in accordance with FAR Part 51 (Use of Government Sources by Contractors) when a third party is ordering on behalf of a Government component;

vii. Ensure the vendor selected for the order represents the best value and the lowest overall cost alternative. (Note that the BPA terms encourage spot discounting.);

viii. Review the terms and conditions recommended for ordering software, services or hardware provided in the BPA Attachments and secures the additional terms and conditions that represent the best value for the government.

#### 5. Ordering Process

a. DFARS Regulation 208.74 Enterprise Software Agreements (ESA)

i. The BPA is an Enterprise Software Agreement (ESA) as defined in DFARS 208.74, which directs DoD software buyers and requiring officials to check the CHES website (\\*HYPERLINK "www.CHESS.ARMY.mil"www.CHESS.ARMY.mil) for CHES inventory or the availability of an ESA or component specific Enterprise Agreement (EA) before using another method of acquisition. These steps are summarized as follows from the DFARS:

1. Check the Enterprise Agreement Summary Table at \\*HYPERLINK "www.CHESS.ARMY.mil"www.CHESS.ARMY.mil to determine if commercial IT products or services have already been purchased and are available through an Enterprise License Agreement (ELA). If they are available, purchase the designated software from CHES inventory and reimburse the SPM or through the ELA process, if available, which will be provided on the CHES website \\*HYPERLINK "https://chess.army.mil"https://chess.army.mil .

2. If the required commercial products or services are not available from inventory or from an enterprise software agreement, the ARMY and Department of the NAVY component may use an alternate method of acquisition, subject to applicable laws and policy.

3. If the required commercial products or services are not available from inventory but are available from an Enterprise Software Agreement (ESA) and/or ELA, buyers must follow the procedure in the DFARS Section 208.74.

4. If an ARMY and Department of the NAVY component must obtain the commercial products or services outside the CHES BPA, the component may seek a waiver from a management official designated by the ARMY and Department of the NAVY Component.

a. Ordering.

i. Orders are subject to the ordering offices local policy, the underlying GSA Federal Supply Schedule, and the terms of the BPA and may be placed directly with the vendor after compliance with the ordering procedures specified in paragraph 4 above by: 1. Execution of delivery/task order (SF1449) through the servicing base contracting office.

b. Contractor / Vendor Information

SF 1449 Ordering Address:

ImmixTechnology, Inc  
8444 Westpark Drive, STE 200  
McLean, VA 22102

REMIT TO:

ImmixTechnology, Inc  
8444 Westpark Drive, STE 200  
McLean, VA 22102

CAGE CODE: 3CA29  
DUNS #: 098692374  
TIN: 54-1912608  
Business Size: Small Business

c. Place BPA number W52P1J-12-A-0016 in Block 2 and a locally assigned delivery order number in Block 4.

5. Or, place GSA Contract Number GS-35F-0265X in Block 2 and a locally assigned GSA delivery order number in Block 4. When the GSA Contract Number appears in Block 2, Block 20 of the SF1449 must include a statement that the order is subject to the terms and conditions of BPA W52P1J-12-A-0016. \*Delivery order number assignment is determined by the Ordering Office internal procedures.

a. The completed SF1449 will be forwarded (fax or mail) to the contractor at the following address:

MAIL ORDERS TO:

ImmixTechnology, Inc  
8444 Westpark Drive, STE 200  
McLean, VA 22102

FAX ORDERS to: 703.752.0611

A copy of SF1449 must be sent to the servicing DFAS center.

b. Information Required from the Ordering Office

- i. End User and Name
- ii. End User Email Address
- iii. End User Phone Number

6. BPA Points of Contact

a. Contracting Office

Procuring Contracting Officer (PCO):

Jill M Sommer  
direct 309-782-3582  
email: jill.m.sommer.civ@mail.mil

Contract Specialist :

Steven A. Szalo

direct 309-782-8568  
email: steven.a.szalo.civ@mail.mil

Vendor Point of Contact (POC):

Ron LeClerc Program Manager  
direct: 703-663-1934  
Main: 703-752-0610  
Mobile: 571-228-9776  
Fax: 703-752-0611  
email: Ron\_LeClerc@immixgroup.com  
\\*HYPERLINK "http://www.immixgroup.com"[www.immixgroup.com](http://www.immixgroup.com)

ATTACHMENT 0003

APPLICABLE DFARS PROVISIONS

1.1. Orders issued against this BPA are subject to the clauses included in the underlying GSA Schedule and the additional DFARS clauses listed below that are incorporated by reference in this BPA. Ordering Offices should consider the requirements of DFARS and the FAR supplement of the end user component, as it applies to commercial item acquisition and use of GSA schedules, in determining what additional clauses may be required for incorporation in the delivery order issued by the Ordering Office.

1.1.1. The following FAR/DFARS clauses and provisions are hereby incorporated by reference with the same force and effect as if it was given in full text. Upon request, the Contracting Officer will make their full text available.

1.1.2. Also, the full text of a clause may be accessed electronically at these addresses:

1.1.2.1. \\*HYPERLINK

"<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>"<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

1.1.2.2. \\*HYPERLINK "<http://acquisition.gov/comp/far/index.html>"<http://acquisition.gov/comp/far/index.html>

1.1.2.3. \\*HYPERLINK "<http://farsite.hill.af.mil/>"<http://farsite.hill.af.mil/>

1.2. 252.204-7000 Disclosure of Information (DEC 1991)

1.3. 252.204-7004 Alternate A (SEP 2007) - substitute paragraph (a) of this clause for paragraph (a) of the clause at FAR 52.204-7 - Central Contractor Registration (APR 2008)

1.4. 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (DEC 2006).

1.5. 252.232-7009 Mandatory Payment by Government-wide Commercial Purchase Card (DEC 2006)

1.6. 252.232-7010 Levies on Contract Payments (DEC 2006)

1.7. 252.246-7000 Material Inspection and Receiving Report (MAR 2008)

1.8. 252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (JUN 2012)

1.8.1. The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause, which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

\_ X\_ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

1.8.2. The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses, which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

\_ X\_ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

\_ X\_ 252.203-7003, Agency Office of the Inspector General (APR 2012)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

\_ X\_ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

\_ \_ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (JUN 2012) (15 U.S.C. 637).

\_ \_ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

\_ X\_ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2012) (41 U.S.C. chapter 83, E.O. 10582).

\_ \_ 252.225-7001, Alternate I (OCT 2011) of 252.225-7001.

\_ \_ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

\_ \_ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012) (10 U.S.C. 2533b).

\_ X\_ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

\_ \_ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C.2533a).

\_ \_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).

\_ \_ 252.225-7017, Photovoltaic Devices (MAY 2012) (Section 846 of Pub. L. 111-383).

\_ X\_ 252.225-7021, Trade Agreements (JUN 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

\_\_\_ Alternate I (OCT 2011) of 252.225-7021.  
\_\_\_ Alternate II (OCT 2011) of 252.225-7021.

\_ X\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

\_ X\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

\_ X\_ 252.225-7036, Buy American Act Free Trade Agreements Balance of Payments Program (JUN 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).

\_\_\_ Alternate I (JUN 2012) of 252.225-7036.

\_\_\_ Alternate II (JUN 2012) of 252.225-7036.

\_\_\_ Alternate III (JUN 2012) of 252.225-7036.

\_\_\_ Alternate IV (JUN 2012) of 252.225-7036.

\_\_\_ Alternate V (JUN 2012) of 252.225-7036.

\_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

\_\_\_ 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

\_ X\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107- 248 and similar sections in subsequent DoD appropriations acts).

\_\_\_ 252.227-7013, Rights in Technical Data Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

\_ X\_ 252.227-7015, Technical Data Commercial Items (DEC 2011) (10 U.S.C. 2320).

\_ X\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).

\_ X\_ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

\_\_\_ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

\_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

\_ X\_ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

\_\_\_ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).

\_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

\_ X\_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

\_\_\_ Alternate I (MAR 2000) of 252.247-7023.

\_\_\_ Alternate II (MAR 2000) of 252.247-7023.

\_\_\_ Alternate III (MAY 2002) of 252.247-7023.

\_ X\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

\_\_\_ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

1.8.3. In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

252.227-7013, Rights in Technical Data Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

252.227-7015, Technical Data Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).

252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).

252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C 2631).

252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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