

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. <b>P00007</b>		3. EFFECTIVE DATE <b>SEE BLOCK 16C</b>	4. RBQ/PURCH REQ.#	5. PROJECT NO. (IF APPLICABLE)
6. ISSUED BY <b>NAVAL INVENTORY CONTROL POINT 5450 CARLISLE PIKE, P.O. BOX 2020 MECHANICSBURG, PA 17055-0788</b>		CODE <b>N00104</b>	7. ADMINISTERED BY <b>SAME AS BLOCK 6 S.C. JOHNSON CODE: 0272.5 PHONE: (717) 606-1548 EMAIL: SYLVIA.C.JOHNSON@ICPMECH.NAVY.MIL</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  <b>ASAP SOFTWARE EXPRESS, INC. 850 ASBURY DRIVE ATTN: GOVERNMENT SALES BUFFALO GROVE, IL 60089</b>		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)
CODE <b>OET53</b>		FACILITY CODE		10a. MODIFICATION OF CONTRACT/ORDER <b>N00039-98-A-3003 GS-35F-4027D</b>
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		X		10B. DATED (SEE ITEM 13) <b>20-Aug-98</b>
<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) <b>N/A</b>				
13. THIS ITEM APPLIES ONLY TO THE MODIFICATION OF CONTRACTS/ORDERS AS SPECIFIED ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO:		THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		
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: <b>FAR 43.103(a)(3)</b>		
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 2 copies.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (including solicitation/contract subject matter where feasible.)  THE PURPOSE OF THIS MODIFICATION IS TO UPDATE THE PRODUCTS MADE AVAILABLE UNDER THE SPA, EXTEND THE ENROLLMENT PERIOD, PROVIDE FOR CONTINUED UPGRADE ADVANTAGE COVERAGE FOR FIRST YEAR ENROLLEES AND MAKE ADMINISTRATIVE CHANGES.  SEE PAGE 2  DISTRIBUTION: (2) PURCHASE FOLDER (2) CONTRACTOR (1) PMO - SPAWAR SAN DIEGO, CA 92162, ATTN: D82MPEGGY HARPE (1) PMO - SPAWAR NORFOLK, VA 23501, ATTN: CODE 6411.2/JAOKI RIGHTMEYER				
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 <i>(Type or print)</i> <b>RANDALL A LEE VP GOVT.</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i> <b>R. L. KLINGER CONTRACTING OFFICER</b>		
15B. CONTRACTOR/OFFICER <i>(Signature of person authorized to sign)</i> 		15C. DATE SIGNED <b>20 AUG 2001</b>	16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i> 	16C. DATE SIGNED <b>AUG 20 2001</b>
FORM 7500-2 (12-99) PREVIOUS EDITION UNUSABLE		36-185 50103 (OVPT) (REV 10-94) (LOCAL)		STANDARD FORM 36 (REV. 10-85) Prescribed by GSA FAR (48 CFR) 53-303

1. The pricing matrix incorporated in Attachment A to the BPA is hereby deleted in its entirety and replaced with Attachment A to this modification. The revised pricing provides for the following changes:

- Prices are reduced and product offerings are revised.
- The term of Option Year 2 is changed from 08/20/00 - 08/19/01 to 08/20/00 - 09/19/01.
- New enrollments are authorized in Option Year 3 (09/20/01 - 09/19/02)
- Upgrade Advantage is added for purchase in Option Year 3 (09/20/01 - 09/19/02) for existing enrollees that have made their third and final payment and whose Upgrade Advantage has expired or will expire in Option Year 2.

2. The BPA is hereby extended by one year. As a result of this change, Paragraph 1.03 of the BPA is revised to read as follows:

1.03 BPA Expiration - This BPA expires six years after award. There are four enrollment periods consisting of one base year and five option years. This expiration is contingent upon the Contractor maintaining or renewing a GSA or FSS Schedule.

3. For the purpose of calculating renewal and payment dates, the BPA anniversary date is hereby changed to read September 20, 1998 in lieu of August 20, 1998. This change is effective as of the date of this modification (i.e., Option Year 2). All references to the BPA anniversary date are changed to read September 20 in lieu of August 20 in Paragraphs 1.05.1, Annual Payment Schedule and 1.05.2, Deferred Annual Payment Schedule.

4. Paragraph 1.05.4, Server Pricing Schedule, is hereby deleted in its entirety.

5. Paragraph 1.09, BPA Execution, is hereby changed to read as follows to define authorized users:

1.09 BPA Authorized Users - The BPA is open for ordering by all of the Department of Defense (DOD). For purposes of this agreement, DOD is defined as: all DOD components\* and their employees, including Reserve Component (Guard and Reserve) and the U.S. Coast Guard; other Government employees assigned to and working with DOD; non-appropriated funds instrumentalities such as NAFI employees; Intelligence Community (IC) covered organizations to include all DOD Intel System member organizations and employees, but not the CIA nor other IC employees unless they are assigned to and working with DOD organizations; DOD Contractors authorized in accordance with the FAR; and authorized Foreign Military Sales (FMS).

\* Army and Air Force customers are excluded from the definition of DOD authorized users for purposes of this agreement. The Army and Air Force currently have existing agreements for Microsoft desktop products.

6. The addresses for BPA Points of Contact listed in Paragraph 1.25 of the BPA are changed to read as shown on page 4 of this modification.

7. Attachment C, ASAP Program Agreement, is hereby changed as follows:

Paragraph 1, Definitions - The definition of "Enrollment Period" is amended to include Enrollments made in Option Year Three for which the Enrollment Period is Date of purchase through the end of Option Year Five.

Paragraph 2d., Federal Government Period of Performance - Change to read as follows:

BPA Year	From	To
Base Year	08/20/98	08/19/99
Option Year 1	08/20/99	08/19/00
Option Year 2	08/20/00	09/19/01
Option Year 3	09/20/01	09/19/02
Option Year 4	09/20/02	09/19/03
Option Year 5	09/20/03	09/19/04

Paragraph 2j., Termination and Completion of the Agreement - Add the following new paragraph under a. Termination Schedule:

**(5) Enrollments During Option Year Three.** If termination occurs between the effective date of the Agreement through the end of the Option Year Three, END USER AGENCY and/or END USER AGENCY COMMAND is entitled to twenty-five percent (25%) of the licenses for the latest version as stated herein, for all products in the Standard Desktop Configuration from Microsoft, at the time of termination, provided that payment in full has been received by Microsoft for all of the Enrollments in the Option Year Three.

If termination occurs between the effective date of the Agreement through the end of Option Year Four, END USER AGENCY and/or END USER AGENCY COMMAND is entitled to fifty percent (50%) of the licenses for the latest version as stated herein, for all products in the Standard Desktop Configuration at the time of termination, provided that payment in full has been received by Microsoft for all of the Enrollments in Option Year Three and Option Year Four.

If termination occurs between the effective date of the Agreement through the end of Option Year Five, END USER AGENCY and/or END USER AGENCY COMMAND is entitled to one hundred percent (100%) of the licenses for the latest version as stated herein, for all products in the Standard Desktop Configuration, at the time of termination, provided that payment in full has been received by Microsoft for all of the Enrollments in Option Years Three, Four and Five.

8. NOTE REGARDING MEDIA AND DOCUMENTATION: The media and documentation included in the price schedule are open market items and not available on GSA schedule. Orders under this BPA may include media and documentation when purchased in accordance with the following standard GSA terms. For administrative convenience, open market (non-contract) items may be added to a FSS BPA or an individual order, provided that the items are clearly labeled as such on the order, all applicable regulations have been followed, and price reasonableness has been determined by the ordering activity for the open market (non-contract) items.

9. All other terms and conditions remain unchanged.

1.25 BPA Points of Contact.

**Contracting Office:**

**Point of Contact:**

Naval Inventory Control Point  
Code 0272.5, Building 407  
5450 Carlisle Pike  
Mechanicsburg, PA 17055-0788

POC: Sylvia Johnson  
Phone: (717) 605-1548  
Fax: (717) 605-4600  
Email: [sylvia\\_c\\_johnson@icpmech.navy.mil](mailto:sylvia_c_johnson@icpmech.navy.mil)

**Procuring Contracting Officer (PCO):**

Naval Inventory Control Point  
Code 0272  
5450 Carlisle Pike  
Mechanicsburg, PA 17055-0788

PCO: Rod Klinger  
Phone: (717) 605-3824  
Fax: (717) 605-4600  
Email: [rodney\\_L\\_klinger@icpmech.navy.mil](mailto:rodney_L_klinger@icpmech.navy.mil)

**Program Management Office (PMO):**

**Program Manager (PM):**

DON IT Umbrella Program Management Office  
SPAWAR Systems Center San Diego  
Code D829  
53560 Hull Street  
San Diego, CA 92152-5001

PM: Peggy Harpe  
Phone: (619) 524-9644  
Fax: (619) 524-9678  
Email: [harpep@spawar.navy.mil](mailto:harpep@spawar.navy.mil)

**or Alternate Point of Contact:**

DON IT Umbrella Program Management Office  
SPAWAR Systems Center San Diego  
Code D829  
53560 Hull Street  
San Diego, CA 92152-5001

POC: Barbara Johnson  
Phone: (619) 524-9607  
Fax: (619) 524-9678  
Email: [barbaraj@spawar.navy.mil](mailto:barbaraj@spawar.navy.mil)

**Financial Management Office (FMO):**

SPAWAR Systems Center Charleston  
Norfolk Office  
Code 6411.2  
P.O. Box 1376  
Norfolk, VA 23501-1376

If overnight or express mail is used, the correct address is:

SPAWAR Systems Center Charleston  
Norfolk Office  
Code 6411.2  
9456 Fourth Avenue  
Norfolk, VA 23511-2130

FMO: Jakki Rightmeyer  
Phone: (757) 445-1493  
Fax: (757) 445-2103  
Email: [rightmei@spawar.navy.mil](mailto:rightmei@spawar.navy.mil)

**Customer Point of Contact:**

(To be specified on each order.)

PRODUCT	OPTION YR 2 08/20/00 - 09/19/01	OPTION YR 3 09/20/01 - 09/19/02	OPTION YR 4 09/20/02 - 09/19/03	OPTION YR 5 09/20/03 - 09/19/04
<b>ENHANCED DESKTOP:</b> MICROSOFT OFFICE PROFESSIONAL MICROSOFT WINDOWS 32-BIT UPGRADE MICROSOFT BACKOFFICE CAL MICROSOFT UPGRADE ADVANTAGE - 3 YRS				
<b>ENHANCED DESKTOP - LUMP SUM PAYMENT PRICING</b> SINGLE PAYMENT ONLY WITH NO ADDITIONAL PAYMENTS UPGRADE PROTECTION IS PROVIDED FOR 3 YRS REFER TO BPA PARAGRAPH 1.05.3	\$575.00	\$575.00	N/A	N/A
<b>ENHANCED DESKTOP - ANNUAL PAYMENT PRICING</b> 1 OF 3 PAYMENTS - REFER TO BPA PARAGRAPHS 1.05.1 AND 1.05.2	\$195.08	\$195.08	\$195.08	\$195.08
<b>ENHANCED DESKTOP - ONE YEAR UPGRADE ADVANTAGE RENEWAL</b> THIS RENEWAL OPTION IS ONLY AVAILABLE FOR EXISTING ENROLLEES THAT HAVE MADE THEIR THIRD AND FINAL PAYMENT AND WHOSE STAY CURRENT RIGHTS (UPGRADE ADVANTAGE) HAS EXPIRED OR WILL EXPIRE IN OPTION YR 2 (2001).	N/A	\$195.08	\$195.08	\$195.08
<b>STANDARD DESKTOP:</b> MICROSOFT OFFICE PROFESSIONAL MICROSOFT WINDOWS 32-BIT UPGRADE MICROSOFT WINDOWS CAL MICROSOFT EXCHANGE CAL MICROSOFT SMS CAL MICROSOFT UPGRADE ADVANTAGE - 3 YRS				
<b>STANDARD DESKTOP - LUMP SUM PAYMENT PRICING</b> SINGLE PAYMENT ONLY WITH NO ADDITIONAL PAYMENTS UPGRADE PROTECTION IS PROVIDED FOR 3 YRS	\$541.60	\$541.60	N/A	N/A
<b>STANDARD DESKTOP - ANNUAL PAYMENT PRICING</b> 1 OF 3 PAYMENTS DUE ANNUALLY ON THE FOLLOWING YEAR'S OPTION RENEWAL DATE	\$183.75	\$183.75	\$183.75	\$183.75
<b>STANDARD DESKTOP - ONE YEAR UPGRADE ADVANTAGE RENEWAL</b> THIS RENEWAL OPTION IS ONLY AVAILABLE FOR EXISTING ENROLLEES THAT HAVE MADE THEIR THIRD AND FINAL PAYMENT AND WHOSE STAY CURRENT RIGHTS (UPGRADE ADVANTAGE) HAS EXPIRED OR WILL EXPIRE IN OPTION YR 2 (2001).	N/A	\$183.75	\$183.75	\$183.75
<b>BASIC DESKTOP:</b> MICROSOFT OFFICE PROFESSIONAL MICROSOFT WINDOWS CAL MICROSOFT EXCHANGE CAL MICROSOFT UPGRADE ADVANTAGE - 3 YRS				
<b>BASIC DESKTOP - LUMP SUM PAYMENT PRICING</b> SINGLE PAYMENT ONLY WITH NO ADDITIONAL PAYMENTS UPGRADE PROTECTION IS PROVIDED FOR 3 YRS	\$378.51	\$378.51	N/A	N/A
<b>BASIC DESKTOP - ANNUAL PAYMENT PRICING (1 OF 3 PAYMENTS)</b> 1 OF 3 PAYMENTS DUE ANNUALLY ON THE FOLLOWING YEAR'S OPTION RENEWAL DATE	\$127.46	\$127.46	\$127.46	\$127.46
<b>BASIC DESKTOP - ONE YEAR UPGRADE ADVANTAGE RENEWAL</b> THIS RENEWAL OPTION IS ONLY AVAILABLE FOR EXISTING ENROLLEES THAT HAVE MADE THEIR THIRD AND FINAL PAYMENT AND WHOSE STAY CURRENT RIGHTS (UPGRADE ADVANTAGE) HAS EXPIRED OR WILL EXPIRE IN OPTION YR 2 (2001).	N/A	\$127.46	\$127.46	\$127.46
<b>MEDIA AND DOCUMENTATION:</b> OFFICE PRO XP DOCUMENTATION OFFICE PRO XP MEDIA WINDOWS 2000 DOCUMENTATION WINDOWS 2000 MEDIA	\$24.88 \$21.15 \$24.88 \$21.15	\$24.88 \$21.15 \$24.88 \$21.15	\$24.88 \$21.15 \$24.88 \$21.15	\$24.88 \$21.15 \$24.88 \$21.15