SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER				PAGE 1 OF
2. CONTRACT NO. N00104-00-A-Q420	3. AWARD.EFFECTIVE DATE 00 JUNE 28	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITAT ISSUE DAT
7. FOR SOLICITATION INFORMATION CALL:	a. NAME		b. TELEPHONE NUMBER (*No collect calls*)	8. OFFER DUE LOCAL TIM

9. ISSUED BY CODE N00104

DEPARTMENT OF THE NAVY
NAVAL INVENTORY CONTROL POINT
5450 CARLISLE PIKE
MECHANICSBURG, PA 17055-0788

POC: S. JOHNSON/CODE 0272.5
PHONE: (717) 605-1548
EMAIL: SYLVIA_C_JOHNSON@ICPMECH.NAVY.MIL

10. THIS ACQUISITION IS
☐ UNRESTRICTED
☐ SET ASIDE: %FOR
☐ SMALL BUSINESS
☐ SMALL DISADV. BUSINESS
☐ 8(A)

SIC:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT

☐ 13a. THIS CONTRACT IS A RATED ORDER UN DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE

SPECIFIED ON EACH ORDER

16. ADMINISTERED BY CODE N001

BASIC AGREEMENT – SAME AS BLOCK 9

ORDERS – AS CITED ON EACH INDIVIDUAL ORDER

17a. CONTRACTOR/OFFEROR CODE 1KH72 FACILITY

CDW GOVERNMENT, INC.
230 N. MILWAUKEE AVENUE
VERNON HILLS, IL 60061

☒ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

SPECIFIED ON EACH ORDER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOU
	SEE ATTACHMENT A – PRICING GSA SCHEDULE GS-35F-0195J APPLIES REMIT TO: CDW GOVERNMENT, INC. 75 REMITTANCE DRIVE, SUITE 1515 CHICAGO, IL 60675-1515				

25. ACCOUNTING AND APPROPRIATION DATA

N/A – SPECIFIED ON EACH ORDER

26. TOTAL AWARD AMOUNT (*For Govt. Use Only*)

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 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 HEREIN.

29. AWARD OF CONTRACT: REFERENCE _____ OFFER ☐ DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5). INCLU ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCE TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR
/s/

31a. UNITED STATES OF AMERICA (*SIGNATURE OF CONTRACTING OFFICER*)
/s/

30b. NAME AND TITLE OF SIGNER (*TYPE OR PRINT*)

30c. DATED SIGNED 06/28/2000

31b NAME OF CONTRACTING OFFICER (*TYPE OR PRINT*)
J. A. BERKOSKI
CONTRACTING OFFICER

31c. DATE SI 06/28/2

32a. QUANTITY IN COLUMN 21 HAS BEEN
☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

33. SHIP NUMBER
☐ PARTIAL ☐ FINAL

34. VOUCHER NUMBER

5.AMOUNT VE CORRECT

36. PAYMENT
☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK N

32b.SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE

38. S/R ACCOUNT NUMBER

39.S/R VOUCHER NUMBER

40. PAID BY

42.a. RECEIVED BY (*Print*)

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42.c DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

TERMS AND CONDITIONS

Pursuant to General Services Administration (GSA) Federal Supply Services (FSS) Contract Number GS-35F-0195J, CDW Government, Inc. agrees to the following terms of a Blanket Purchase Agreement (BPA) with the Naval Inventory Control Point (NAVICP). All orders placed against this BPA are subject to the terms and conditions of the FSS Contract. The items on this BPA are set forth in Attachment A. License terms and conditions applicable to products acquired under this BPA are defined in the Microsoft Government License Agreement included as Attachment B.

Attachment A Pricing Matrix
Attachment B Microsoft Government License Agreement

1. **Delivery Orders.** The scope of this effort is worldwide. Delivery requirements will be stipulated on Delivery Orders. An order, either a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155, is prepared by the Government Ordering Officer (a duly warranted Contracting Officer whose warrant authorizes purchases from the GSA Schedule) in accordance with the terms and conditions of this BPA and the GSA Schedule. Orders may be placed by Electronic Data Interchange (EDI), credit card, facsimile, or paper.

2. **Extent of Obligation.** The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be $5M. The Government is obligated only to the extent of authorized purchases actually made under this BPA.

3. **Funds Obligation.** The BPA will not obligate any funds. Funds will be obligated on each delivery order.

4. **BPA Term. This BPA is contingent upon the Contractor maintaining or renewing a GSA FSS Schedule and is subject to an annual review. The BPA expires upon depletion of all Government purchased inventory. Notice of expiration will be provided by the Contracting Officer when the aggregate inventory has been fully depleted. All sales under this vehicle after 12/28/01 shall be applied to the aggregate inventory acquired by the Government. Aggregate inventory consists of the remainder of all previous purchases of BLIN 0001 under the four DOD Microsoft Server BPAs.**

5. **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).

6. **Pricing Terms.** Attachment A provides unit prices as explained below. Prices shall remain constant for the term of the BPA. The prices will, however, be reviewed annually or as required to determine whether a reduction is appropriate in accordance with the price reduction provisions of the agreement.

6.1 **Enterprise Solution - BLIN 0001:** To maximize the potential for discounted pricing, the Government anticipates issuing an order under this BPA simultaneously with the establishment of the BPA using funding from the Working Capital Fund. BPA Line Item (BLIN) 0001 is an Enterprise Solution

line item that has been established for the initial order. No Government fees are included in the lot price of this BLIN. Note that this BLIN represents an exception to Paragraph 5 that provides for ordering by the entire DOD community. Only NAVICP Mechanicsburg may order BLIN 0001. DoD will hold a virtual inventory of the licenses acquired by the initial order. Formal acceptance documentation on the virtual inventory will be processed by the Government to permit invoicing by the reseller. The Government reserves the right to cancel, at no cost, as much of the initial order that represents an amount equal to the subsequent sales (less applicable Government fees) processed by the reseller under this BPA. Such cancellations will be processed on a quarterly basis using the sales data provided in the Report of Sales. The reseller will be responsible for payment of the refund in an amount equal to this decrease within fifteen (15) days from issuance of the modification. The refund amount for repayment will be calculated using the unit prices per product detailed in the Enterprise Solution BLIN as applied to actual sales for the quarter.

DOD retains ownership of the virtual inventory purchased by the initial WCF order regardless of actual vendor sales or until cancelled from the initial order. Vendors may, however, continue selling the products at the prices listed in the BPA schedule beyond the quantities purchased by the initial order. Full repayment of the WCF will have occurred upon total cancellation of the initial order under this BPA.

Sales under this BPA may continue until the aggregate WCF inventory purchased from all vendors is depleted. Sales after a total cancellation of CDW-G's initial WCF order shall be applied to other resellers' outstanding inventory orders until all such orders have been depleted by virtue of cancellation. The vendor must continue to remit the applicable fees; however, these continuing sales shall be subject to a reduced fee payment arrangement.

6.2 **Product Pricing – BLINs 0002 – M015.** All subsequent customer sales shall be processed at the standard product pricing established in BLIN's 0002 thru M015. The reseller is responsible for the payment of all fees that are included in the product pricing (i.e. GSA, ACT, WCF), as calculated on the customer orders.

7. **Media**. License prices do not include media that may be required for installation of the software. Pricing has been provided for media under individual media BLINs, however, media is an open market item, 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.

8. **Price Reduction (Most Favored Customer Prices)**. The prices under this BPA shall be at least as low as the prices that the contractor has under any other GSA FSS or BPA vehicle under like terms and conditions. If at any time the prices under any other GSA FSS or BPA vehicle become lower than the prices in this BPA, this BPA will be modified to include the lower prices.

9. **Maintenance (Upgrade Advantage).**

9.1 **Term**. The term of Upgrade Advantage is three years. All Upgrade Advantage purchased on the initial WCF order shall have a delayed start date. Coverage shall commence upon subsequent purchase by the end user.

9.2 **Updates/Upgrades.** While Upgrade Advantage grants users the right to upgrades and updates, customers must request such upgrades or updates by downloading web assessable information or purchasing the media.

10. **License Documentation**. The Contractor shall provide a license certificate to the customer specified in each order.

11. **Delivery**.

11.1 **Lead-time.** The Contractor shall deliver all products within 30 days of receipt of order. More expedient delivery terms are acceptable and encouraged.

11.2. **Delivery Tickets**. Unless otherwise agreed to, all deliveries ordered under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information:

a. Name of Contractor
b. GSA Contract Number
c. BPA Number
d. 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

12. **Invoicing.** The requirements of a proper invoice are as specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified on the delivery orders issued against the BPA.

13. **Fast Payment Procedure.** The provisions of FAR 52.213-1 FAST PAYMENT PROCEDURE (FEB 1998) are incorporated in this BPA and pertain to Credit Card purchases or other purchase order deliveries. The clause is provided in full text below:

(a) General. The Government will pay invoices based on the Contractor's delivery to a post office or common carrier (or, if shipped by other means, to the point of first receipt by the Government).

(b) Responsibility for supplies.

(1) Title to the supplies passes to the Government upon delivery to --

(i) A post office or common carrier for shipment to the specific destination; or
(ii) The point of first receipt by the Government, if shipment is by means other than Postal Service or common carrier.

(2) Notwithstanding any other provision of the contract, order, or blanket purchase agreement, the Contractor shall --

(i) Assume all responsibility and risk of loss for supplies not received at destination, damaged in transit, or not conforming to purchase requirements; and

(ii) Replace, repair, or correct those supplies promptly at the Contractor's expense, if instructed to do so by the Contracting Officer within 180 days from the date title to the supplies vests in the Government.

(c) Preparation of invoice.

(1) Upon delivery to a post office or common carrier (or, if shipped by other means, the point of first receipt by the Government), the Contractor shall --

(i) Prepare an invoice as provided in this contract, order, or blanket purchase agreement; and

(ii) Display prominently on the invoice "Fast Pay."

(2) If the purchase price excludes the cost of transportation, the Contractor shall enter the prepaid shipping cost on the invoice as a separate item. The Contractor shall not include the cost of parcel post insurance. If transportation charges are stated separately on the invoice, the Contractor shall retain related paid freight bills or other transportation billings paid separately for a period of 3 years and shall furnish the bills to the Government upon request.

(3) If this contract, order, or blanket purchase agreement requires the preparation of a receiving report, the Contractor shall prepare the receiving report on the prescribed form or, alternatively, shall include the following information on the invoice, in addition to that required in paragraph (c)(1) of this clause:

(i) A statement in prominent letters "No Receiving Report Prepared."
(ii) Shipment number.
(iii) Mode of shipment.
(iv) At line item level --
(A) National stock number and/or manufacturer's part number;
(B) Unit of measure;
(C) Ship-To Point;
(D) Mark-For Point, if in the contract; and
(E) FEDSTRIP/MILSTRIP document number, if in the contract.

(4) If this contract, order, or blanket purchase agreement does not require preparation of a receiving report on a prescribed form, the Contractor shall include on the invoice the following information at the line item level, in addition to that required in paragraph (c)(1) of this clause:

(i) Ship-To Point.
(ii) Mark-For Point.
(iii) FEDSTRIP/MILSTRIP document number, if in the contract.

(5) Where a receiving report is not required, the Contractor shall include a copy of the invoice in each shipment.

(d) Certification of invoice. The Contractor certifies by submitting an invoice to the Government that the supplies being billed to the Government have been shipped or delivered in accordance with shipping instructions issued by the ordering officer, in the quantities shown on the invoice, and that the supplies are in the quantity and of the quality designated by the contract, order, or blanket purchase agreement.

(e) Fast pay container identification. The Contractor shall mark all outer shipping containers "Fast Pay.

14. Fees and Payments

14.1 **GSA Fee.** With the exception of BLIN 0001, the unit prices include a 1% markup to account for the GSA fee. The contractor is responsible for payment of this fee in accordance with applicable GSA instructions.

14.2 Acquisition, Contracting, and Technical (ACT) Fee. The cost of awarding and administering this BPA is included in the prices charged to ordering activities. The Acquisition, Contracting, and Technical (ACT) fee is 2%. Remittance of the ACT fee shall be made on a calendar quarterly basis (i.e. January – March, April – June, July – September, and October – December) or as otherwise requested by the Program Management Office (PMO) and is due thirty (30) days following the completion of the reporting period. Negative reports are required.

The Navy, Army and Air Force 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 appearing in Column 3 of the monthly Report of Sales. This field shall be notated DON, DOA, DOAF or DOD as appropriate.

ALL SALES:

The amount of ACT Fee due the FMO shall be calculated at 1% for Army sales, 1% for Air Force sales and 2% for all other sales.

Remit ACT Fee to the Financial Management Office (FMO) by corporate or cashier's check made payable to "Treasurer of the United States".

Checks must include the following information to ensure proper crediting of the payment:
BPA N00104-00-A-Q420
DOD Microsoft Server Enterprise Software Agreement
ACT Fee

If using overnight or express mail, send check to:
SPAWAR Systems Center Charleston
Attn: Jakki Rightmeyer
Norfolk Office
Code 645.2, Building V-53
9456 Fourth Avenue
Norfolk, VA 23511-2130

If using regular mail, send check to:
SPAWAR Systems Center Charleston
Attn: Jakki Rightmeyer
Norfolk Office
Code 645.2, Building V-53
P.O. Box 1376
Norfolk, VA 23501-1376

ARMY SALES:

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

Remit ACT Fee to DFAS Pensacola by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:
BPA N00104-00-A-Q420
SCP Fee Reimbursement

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

Send check and transmittal letter to:
Defense Finance & Accounting Service
Code FD
Attn: DFAS-PE (FD-SCP)
130 West Avenue, Suite A
Pensacola, FL 32508

Mail a copy of the check and letter to:
CECOM-Systems Management Center
U.S. Army Small Computer Program
AMSEL-DSA-SCP (Attn: Cheryl Gregory)
Fort Monmouth, NJ 07703-5605

AIR FORCE SALES:

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

Remit ACT Fee to DFAS Pensacola by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:
BPA N00104-00-A-Q420
ESI-SW Fee Sharing

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

Send check and transmittal letter to:
DFAS OPLOC/PE
Building 603-2, Code FDA-SSG
130 West Avenue, Suite A
Pensacola, FL 32508-5120

Fax a copy of the check and letter to:
HQ SSG/ITS
Attn: Bob Hamrick
501 East Moore Drive, Bldg 884, Rm 1437
Maxwell AFB-Gunter Annex, AL 36114-3004
FAX: (334) 416-5796

There is a potential change to the disbursement of the ACT fee that will require a portion of the fee to be paid to the service representative of the ordering activity. If fee sharing procedures are approved by the different services, the contractor will be responsible for remitting a portion of the ACT fee to the appropriate service depending on the ordering activity. The Government will identify which DOD organizations are participating in the fee sharing agreements.

Upon total cancellation of the initial WCF order, ACT fee is reduced from 2% to 1%. All references in the preceding paragraphs to percentages are changed from 2% and 1% to 1% and .5% respectively. Remittance of the reduced ACT fee shall be made on a calendar quarterly basis within thirty (30) days following the completion of the reporting period. While reports must continue to segregate sales in accordance with the fee sharing details outlined in the preceding paragraphs (at the reduced percentages), actual payment of the total ACT fee may be made by one check to the FMO. The FMO will forward the Army and Air Force portion of the total fee as applicable.

Remit ACT Fee to the Financial Management Office (FMO) by corporate or cashier's check made payable to "Treasurer of the United States".

Checks must include the following information to ensure proper crediting of the payment:
BPA N00104-00-A-Q420
DOD Microsoft Server Enterprise Software Agreement
ACT Fee

14.3 **Working Capital Fund Fee**. The cost to the Government for utilizing the Working Capital Fund for an initial bulk purchase is included in the prices charged to ordering activities. The Working Capital Fund (WCF) fee is 2.5%. The contractor(s) shall collect these fees and forward them to the Financial Management Office (FMO), using a corporate check or a cashier's check made payable to the "Treasurer of the United States". Checks must include the BPA number, the BPA name (DOD Microsoft Server Enterprise Software Agreement, and identification of the fee (WCF Fee) to ensure proper crediting of the payment. Remittance of the WCF fee shall be made on a calendar quarterly basis consistent with the ACT fee payment schedule and is due thirty (30) days following the completion of the reporting period. **Upon total cancellation of CDW-G's WCF order, the WCF fee is waived.**

14.4 **Working Capital Fund (WCF) Refund:** The contractor shall be responsible for repayment to the WCF in an amount equal to the total of any cancellations processed against the initial WCF order. Such cancellations will be processed on a quarterly basis using the sales data provided in the Report of Sales. The cancellation amount will be calculated using the unit prices per product specified in the Enterprise Solution BLIN as applied to the actual product quantities sold during the quarter. The reseller will be responsible for payment of the refund in an amount equal to this decrease within fifteen (15) days from issuance of the modification. The contractor shall provide the WCF refund in accordance with the instructions provided in the modification.

Upon total cancellation of CDW-G's WCF order, continuing sales shall be applied to the remaining inventory acquired from the other resellers. The refund amount for these sales shall be calculated in the same manner as described above for the cancellation amount. The contractor shall issue a WCF refund check equal to sales for the quarter within five (5) days from the Contracting Officer's concurrence with the quarterly report. Payment shall be made to the Financial Management Office via corporate or cashier's check payable to the "Treasurer of the United States". The check statement accompanying the remittance must include the following information to ensure proper crediting.

Mark for: **DOD Microsoft Server Enterprise Software Agreement**
NWCF Repayment

15. Reports

15.1 **Report of Sales.** Consistent with Clause C.22 of the GSA Schedule, a Report of Sales as described herein shall accompany the remittance of the ACT Fees to enable verification of the fee amounts rendered. Submission of the Report of Sales shall be made on a monthly basis or as otherwise requested by the PMO. In addition to the regular monthly submissions, a Report of Sales shall also accompany the ACT Fee payment. The Report of Sales shall be submitted to the FMO, PMO and PCO in electronic format within fifteen (15) days following the completion of the monthly reporting period. Upon submission of the electronic version, a certified copy of the Report of Sales shall be mailed to the PCO. The paper submission shall contain the statement "I certify that the data contained herein is accurate and complete" followed by the name, title and signature of the company official who is authorized to certify on behalf of the contractor. The Report of Sales shall contain, but is not limited to, the following data: a list of orders by Ordering Activity; BLIN's ordered; BLIN prices, value of orders; status of orders; and cumulative sales data for the month, quarter, year, and BPA to date. In addition to the BLIN prices, the report shall list the WCF unit prices to provide tracking of the dollar amounts that will be used in the cancellation actions. Monthly tracking of the DOD inventory disbursement as it relates to the actual sales shall also be included in the report. The Report of Sales shall be signed by a corporate officer to certify the accuracy of the data contained in the report.

15.2 **Reconciliation Report (WCF Order).** The contractor is responsible for maintaining accurate reports of sales as it relates to the virtual inventory purchased by the initial WCF order under this BPA. In addition to the reconciliation data included in the monthly Report of Sales, the contractor shall provide a reconciliation of the original WCF order products/quantities and actual sales to date on the one year anniversary of the BPA or at the point at which the initial order has been cancelled in its entirety and the WCF has been repaid in full if this occurs prior to the one year anniversary date. Actual sales/shipments to date must be documented in the same level of detail as the Report of Sales. The Reconciliation Report is due fifteen (15) days following the yearly anniversary date of the BPA and shall be submitted to the PMO and the Contracting Officer. The Government may adjust the original WCF order product/quantity mix upon review of the reconciliation report by issuance of a modification to the WCF order. A final report shall be submitted within 15 (fifteen) days when distribution of the virtual inventory is complete. The Reconciliation Report shall be signed by a corporate officer to certify the accuracy of the data contained in the report.

15.3 **Records.** The Contractor shall maintain archival copies of all orders for the life of the BPA. Copies shall be made available to the Government upon request.

16. **Compliances**

16.1 **YEAR 2000 Compliance**. All products provided under this BPA shall be Y2K compliant as defined in FAR 39.002.

16.2 **JTA Compliance.** All products offered shall comply with the appropriate Publicly Available Standards (PAS) (i.e., TIA, EIA, ANSI, IEEE, ISO) and the applicable DOD information technology standards contained in the Joint Technical Architecture (JTA). At a minimum, all deliverables must be Level 5 Defense Information Infrastructure Common Operating Environment (DII COE) compliant as defined in the Integration and Runtime Specification (I&RTS), Appendix B: Compliance Checklists. More information on DOD standards can be found at http://www.itsi.disa.mil.

16.3 **ITSG Compliance.** All products, services, and solutions initially offered by the Contractor shall be compliant with the Department of the Navy (DON) Information Technology Standards Guidance (ITSG) Version 1.0. The ITSG is mandatory for all DON organizations involved in IT planning, acquisition, contracting, and operations. The ITSG applies to all services, products, and systems that produce, use, or exchange information electronically.

Within three months of version approval of any future revisions of the ITSG, the Contractor shall bring all products and services offered under this BPA to DOD customers into compliance, at no additional cost to the Government. All delivered products and solutions that do not conform to approved versions of the ITSG in effect at the time of delivery shall be brought into compliance at no additional cost to the Government.

17. **ITEC Direct.** ITEC Direct is the Navy's World Wide Web accessible shopping and order processing tool and can be viewed at http://www.itec-direct.navy.mil. The following requirements apply to this BPA:

a. Any acquisition vehicle resulting from this solicitation may be placed in the Department of the Navy's (DON) ITEC Direct system as part of the DON Information Technology Electronic Commerce (ITEC) Direct Project. The contractor shall insure that the data and information obtained through ITEC Direct is current, accurate, complete, and relevant to the acquisition vehicle.

b. The Contractor shall maintain a database of prices with the required and relevant information and links to technical specifications to be accessible by ITEC Direct in a distributed database environment.

c. The Contractor shall maintain coordinated and integrated hypertext links to ITEC Direct from their World Wide Web site(s) to the ITEC Direct site and shall insure the integrity of any data and information posted on their web sites or in the ITEC Direct web site for their acquisition vehicle. This effort may require the Contractor to adapt their practices so that electronic commerce can be conducted through ITEC Direct to the vendor.

d. The Contractor shall provide EC/EDI capabilities and accept and respond to secure on-line orders and customer requests consistent with the terms of this acquisition vehicle.

e. The Contractor shall adapt its business processes at no additional cost to the government as the DOD E-Mall and ITEC Direct technical requirements, environment and architecture evolve.

This BPA may also be loaded into the electronic catalog systems of other DoD agencies.

18. **Users' Ordering Guide.** The Contractor shall develop a Users' Ordering Guide in coordination with the Government. The Ordering Guide is required within 30 days of BPA issuance and made available on the Contractor's home page. This guide shall be continuously updated as required. The guide shall contain all information necessary for geographically dispersed activities to place orders, including, as a minimum:

a. Complete list of products available, with appropriate BLINs and associated prices
b. Government and Contractor Points of Contact
c. Description of the ordering process
d. Program Terms and Conditions
e. License Terms and Conditions
f. Information necessary to complete a DD350

19. **Marketing.** The Contractor must dedicate reasonable resources to this effort and work with Microsoft to market and advertise this agreement consistent with Clause C.37 of the GSA Schedule. Possible actions include: advertising resultant vehicles on the contractor's Internet site; advertising the agreement at relevant trade shows and news media geared to Government/DOD IT people; and working with Microsoft Corporation to facilitate Microsoft seminars to end-user groups across the Department of Defense.

20. **Technology Improvement.** The Government may solicit and the BPA holder is encouraged to propose independently, technology improvements to the BPA. Proposals shall be submitted by the BPA holder 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. Technology improvements encompass Microsoft server software products only.

21. **Substitution and Technology Refreshment.** If at any time during the life of this BPA, the original manufacturer of the equipment (includes software, hardware and firmware) 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 discounted at the same or greater discount level as the original BPA product prices. Proposals shall be submitted to the Contracting Officer within seven (7) days of the BPA holder's

awareness of the OEM's intent. Improvement of product includes new releases, updates, upgrades including additional features and functionality, and successor or upgrade products.

22. **Precedence.** The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of the BPA and the Contractor's invoice, the provisions of the BPA will take precedence.

23. **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

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

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: Barbara Johnson
Phone: (619) 524-9607
Fax: (619) 524-9678
Email: barbaraj@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: Linda Greenwade
Phone: (619) 524-9616
Fax: (619) 524-9678
Email: lindag@spawar.navy.mil

Financial Management Office (FMO):

SPAWAR Systems Center Charleston
Norfolk Office
Code 645.2, Building V-53
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 645.2, Building V-53
9456 Fourth Avenue
Norfolk, VA 23511-2130

FMO: Jakki Rightmeyer
Phone: (757) 445-1493
Fax: (757) 445-2103
Email: rightmej@spawar.navy.mil

Customer Point of Contact: (To be specified on each order.)

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE
NAVAL INVENTORY CONTROL POINT

In the spirit of the National Performance Review, the Naval Inventory Control Point (NAVICP) and CDW Government, Inc. enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract GS-35F-0195J.

Federal Supply Schedule Contract BPAs eliminate contracting and open market costs such as: search for sources, the development of technical documents, solicitations, and the evaluation of bids and offers.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.