

**Authorized Federal Supply Service
Information Technology Schedule Pricelist
General Purpose Commercial Information Technology
Equipment, Software and Services**

Special Item No. 132-8 – Purchase of Equipment

Special Item No. 132-12 – Maintenance, Repair Service and Repair Parts/Spare Parts

Special Item No. 132-33 – Perpetual Software Licenses

SIN: 132-8 Purchase of Equipment

FSC Class –

7010 – System Configuration

End User Computers/Desktop Computers
Servers

Laptop/Portable/Notebook Computers

7025 – Input/Output and Storage Devices

Printers

Display

Graphics, including Video Graphics, Light Pens,

Digitizers, Scanners, and Touch Screens

Network Equipment

Other Communications Equipment

Optical Recognition Input/Output Devices

Storage Devices including Magnetic Storage,

Magnetic Tape Storage and Optical Disk

Storage

Other Input/Output and Storage Devices, Not

Elsewhere Classified

7035 – ADP Support Equipment

7042 0 Mini and Micro Computer Control

Devices

Microcomputer Control Devices

Telephone Answering and Voice Messaging

Systems

7050 – ADP Components

5995 – Cable, Cord and Wire Assemblies:

Communications Equipment

6015 – Fiber Optic Cables

6020 – Fiber Optic Cable Assemblies and
Harnesses

6145 – Wire and Cable, Electrical Coaxial
Cables

5805 – Telephone and Telegraph Equipment

Telephone Equipment

Audio and Video Teleconferencing Equipment

5815 – Teletype and Facsimile Equipment

(FAX)

5895 – Miscellaneous Communication

Equipment

SIN 132-12 Maintenance of Equipment, Repair
Service and Repair/Spare Parts

Repair Service

Repair Parts/Spare Parts

Third Party Maintenance

SIN 132-33 Perpetual Software Licenses

FSC Class 7030 – Information Technology

Software

Microcomputers

Operating System Software

Application Software

Utility Software

Communications Software

Special Physical, Visual, Speech & Hearing Aid

Software

**CDW•Government, Inc.
44084 Riverside Parkway, Suite 350
Lansdowne, VA 20176
(703) 729-5500
www.cdwg.com**

**General Services Administration
Federal Supply Service
Contract Number: GS-35F-0195J
Through Admin Mod FX06**

Period Covered by the Contract: January 21, 1999 through July 20, 2009

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! By accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

Information for Ordering Offices

SPECIAL NOTICE TO AGENCIES:

Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micro-purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micro-purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. Geographic Scope of Contract:

The Geographic scope of this contract is the 48 contiguous states and the District of Columbia.

2. CDW*G's Ordering Address and Payment Information:

Ordering:

CDW Government, Inc.
230 N. Milwaukee Avenue
Vernon Hills, IL 60061

Payment:

CDW Government, Inc.
75 Remittance Drive, Suite 1515
Chicago, IL 60675-1515

CDW*G is required to accept the credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

Call 1-800-808-4239 to obtain technical and/or ordering assistance.

3. Liability for Injury or Damage

CDW*G shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by CDW*G, unless such injury or damage is due to the fault or negligence of CDW*G.

4. Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: G Order/Modification under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 026157235

Block 30: Type of Contractor: C – Large Business

Block 31: Woman-Owned Small Business – No
Block 36: CDW*G's Taxpayer Identification Number (TIN): 36-4230110

- 4a. CAGE Code: 1KH72
4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB Destination

For both Hardware and Software, the F.O.B. point is destination for all locations within the 48 contiguous states and the District of Columbia. (Expedited delivery is F.O.B. origin.)

For overseas locations and Alaska, Hawaii and the U.S. territories and commonwealths, the F.O.B. point is destination to the port of embarkation within the continental U.S. or F.O.B. origin if CDW*G is required to effect shipment direct to locations outside the continental United States (OCONUS).

All CONUS shipments shall be made F.O.B. destination. Delivery for all APO/FPO locations shall be made F.O.B. destination to the APO/FPO shipping point or a designated CONUS U.S. Government forwarder. To ensure accurate and timely shipping CDW*G requests an English speaking contact for all APO orders.

Note: When ordering for overseas delivery, be sure to include the following information to speed the delivery process:

- 1) Name of individual to contact for order questions/clarifications within the United States
- 2) Customer commercial phone number, with country and city code,
- 3) Customer facsimile number,
- 4) Voltage requirements (110V or 220V),
- 5) Identify host system (manufacturer and model) when ordering software or peripherals.

6. Delivery Schedule

- a. Time of Delivery: CDW*G shall deliver to destination within 3-17 days after receipt of order for special item numbers 132-8 and 132-33. *>90% of all "in-stock" products ship same day.
 - Standard shipping – UPS Ground
 - b. Overnight and 2-Day Delivery Times: Schedule customers may require overnight or 2-day delivery. This can be negotiated outside the scope of this contract.
 - Priority Overnight (next business morning)
 - Standard Overnight (next business afternoon)
 - 2 Day (second business day)
 - c. Urgent Requirements: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact CDW*G for the purpose of obtaining accelerated delivery. CDW*G shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by CDW*G in writing.) If CDW*G offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.
7. **Discounts:** All prices listed are net after discount. Quantity discounts may be negotiated between the Ordering Office and CDW*G.
8. **Trade Agreement Act of 1979, as amended:** All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. **Statement Concerning Availability of Export Packing:** Export packing is available at extra cost outside the scope of this contract.

10. **Small Requirements:** The minimum dollar value of orders to be issued is \$15.

11. **Maximum Order:**

Special Item Number 132-8 – Purchase of Equipment. The maximum dollar value per order for all purchased equipment will be \$500,000.

Special Item Number 132-12 – Repair Parts/Spare Parts. The maximum dollar value per order for all repair/spare parts will be \$500,000.

Special Item Number 132-33 – Perpetual Software Licenses. The maximum dollar value per order for all perpetual software licenses will be \$500,000.

Note: Maximum orders do not apply to Special Item Number 132-12 Maintenance and Repair Service (except for Repair Parts/Spare Parts).

12. **Use of Federal Supply Service Information Technology Schedule Contracts.** In accordance with FAR 8.404:

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contract to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering activity has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the ordering activity's needs.

- a. **Orders placed at or below the micro-purchase threshold.** Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.
- b. **Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold.** Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering activities should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the ordering activity's needs. In selecting the supply or service representing the best value, the ordering activity may consider—

- (1) Special features of the supply or service that are not required in effective program performance and that are not provided by a comparable supply or service;
- (2) Trade-in considerations;
- (3) Probable life of the item selected as compared with that of a comparable item;
- (4) Warranty considerations;
- (5) Maintenance availability;
- (6) Past performance; and
- (7) Environmental and energy efficiency consideration.

- c. **Orders exceeding the maximum order threshold.** Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering activity to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering activities shall— Review additional Schedule Contractors'

- (1) catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;
- (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
- (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering activity determines that it is appropriate.

Note: For orders exceeding the maximum order threshold, CDW•G may:

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
 - (2) Offer the lowest price available under the contract; or
 - (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).
- d. Blanket purchase agreements (BPAs).** The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering activities may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.
- e. Price reductions.** In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering activities will find it advantageous to request a price reduction. For example, when the ordering activity finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering activity the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order.
- f. Small business.** For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.
- g. Documentation.** Orders should be documented, at a minimum, by identifying CDW•G the item was purchased from, the item purchased, and the amount paid. If an ordering activity requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering activity shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the ordering activity's needs.

13. Federal Information Technology/Telecommunication Standards Requirements.

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by CDW•G.

13.1 Federal Information Processing Standards Publications (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are

adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 Federal Telecommunication Standards (FED-STDS):

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.

14. Security Requirements.

In the event security requirements are necessary, the ordering activities may incorporate, in their delivery order(s), a security clause in accordance with current laws, regulations, and individual ordering activity policy; however, the burden of administering the security requirements shall be with the ordering activity. If any costs are incurred as a result of the inclusion of security requirements, such costs will be negotiated with CDW*G on an open market basis, outside the scope of this contract .

15. Contract Administration for Ordering Offices:

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (1) Termination for ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA Advantage!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! Will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17. Purchase of Incidental, Non-Schedule Items:

Note: Open Market Items are also known as incidental items, non-contract items, non-Schedule items, and items not on a Federal Supply Schedule Contract.

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) – referred to as open market items – to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business program (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule;
and
- (4) All clauses applicable to items not on the Federal supply Schedule are included in the order.

18. CDW*G's Commitments, Warranties and Representations

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) To the extent provided by the manufacturer, technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract. Any of the later comments will take place by CDW*G passing on the manufacturer's experiences or claims.
- (3) Any manufacturer's representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by CDW*G.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. Overseas Activities

The terms and conditions of the contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as provided by the manufacturer's commercial pricelist or practice.

Upon request of CDW*G, the ordering activity may provide CDW*G with logistics support, as available, in accordance with all applicable ordering activity regulation. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to CDW*G's technical personnel who services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. Blanket Purchase Agreements (BPAs)

Federal Acquisition Regulation (FAR) 13.201(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.202(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

21. Contractor Team Arrangements

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, i.e, each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. Installation, Deinstallation, Reinstallation

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of Davis-Bacon applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under 132-8.

23. Section 508 Compliance.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at <http://www.cdwg.com/508>

24. Prime Contractor Ordering From Federal Supply Schedules.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order

- (a) A copy of the authorization from the ordering activity with whom CDW-G has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule Contractor); and
- (b) The following statement:
This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.



1. Material and Workmanship

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. Order

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, CDW•G will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. Transportation of Equipment

FOB DESTINATION. All purchased equipment and software, with the exception of American Power Conversion (APC) products. Prices cover delivery of equipment to destination at any point located within the 48 Contiguous United States and the District of Columbia. Effective Modification 162, dated August 8, 2003, CDW•G is authorized to charge for shipping of all APC products.

4. Installation and Technical Services

a. **Installation.** When the equipment provided under this contract is not normally self-installable, CDW•G's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, for such services will be quoted separately.

b. **Installation, Deinstallation, Reinstallation.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of Davis-Bacon applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under 132-8.

c. **Operating and Maintenance Manuals.** CDW•G shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. Inspection/Acceptance

CDW•G shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at

no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within 30 days after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. Warranty

- a. Unless specified otherwise in this contract, the manufacturer's standard commercial warranty as stated in the manufacturer's commercial pricelist will apply to this contract.
- b. CDW*G warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose pursuant to the manufacturers commercial practice and warranties.
- c. Limitation of Liability. CDW*G will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at CDW*Government, Inc.'s plant, the address is as follows:
220 North Milwaukee Avenue
Vernon Hills, IL 60061

7. Purchase Price for Ordered Equipment

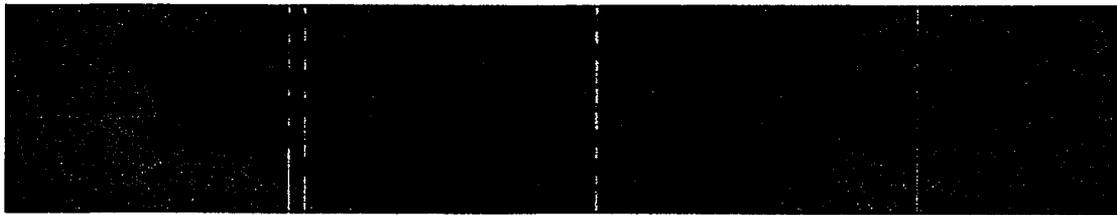
The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement.

8. Responsibilities of CDW*Government, Inc.

CDW*G shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. Trade-In of Information Technology Equipment

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).



1. Service Areas

- a. The maintenance and repair service rates listed herein are applicable to any Government location within a 60 mile radius of CDW•Government, Inc.'s service point (at CDW•G, Vernon Hills, IL.). If any additional charge is to apply because of the greater distance from the CDW•Government, Inc. service locations, the mileage rate or other distance factor shall be stated in paragraphs 7.d and 8.d of this Special Item Number 132-12.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at CDW•Government, Inc. plant listed below:

220 North Milwaukee Avenue
Vernon Hills, IL 60061

2. Maintenance Order

- a. Agencies may use written orders, EDI orders, credit card orders, or BPA's, for ordering maintenance under this contract. CDW•G shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 days, or within the prescribed period specified by the manufacturer. If the order is not confirmed by CDW•G, as prescribed by this paragraph, the order shall be considered to be confirmed by CDW•G.
- b. CDW•G shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.
- c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by CDW•G; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to CDW•G, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriations shall be required, if maintenance is to continue during any remainder of the contract period.
- e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

- f. Ordering activities should notify CDW•G in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. Repair Service and Repair Parts/Spare Parts Orders

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.
- b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering office agrees, in advance, that additional repair personnel are required to effect repairs.

4. Loss or Damage

When CDW•G's service personnel remove equipment to their establishment for repairs, CDW•G shall be responsible for any damage or loss of equipment-(no data or time associated with it), from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

5. Scope

- a. CDW•G shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
 - (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by CDW•G, without charge to the ordering activity.
 - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by CDW•G, if the equipment was under CDW•G's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - (3) If the equipment was not under CDW•G's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

6. Responsibilities of the Ordering Activity

- a. Government personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of this contract, unless agreed to by CDW•G.
- b. Subject to security regulations, the Government shall permit access to the equipment which is to be maintained or repaired.

7. Responsibilities of CDW•G

For equipment not covered by a maintenance contract or warranty, CDW•G's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 48 hours after notification.

8. Maintenance Rate Provisions

- a. CDW•G shall bear all costs of maintenance, including labor, parts and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault of negligence of the ordering activity.

- b. **Regular Hours**
The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.
- c. **After Hours**
Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.
- d. **Travel and Transportation**
If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and CDW*G's service area, the charge will be quoted separately.

9. Repair Service Rate Provisions

- a. **Charges.**
Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.
- b. **Multiple Machines.**
When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.
- c. **Travel or Transportation**
 - (1) **At CDW*G's Shop**
 - (a) When equipment is returned to CDW*G's facility for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to CDW*G's facility, and return to the ordering activity location, shall be borne by the ordering activity.
 - (b) The ordering activity should not return defective equipment to CDW*G for adjustments and repairs or replacement without CDW*G's prior consultation and instruction.

Before returning any product for repairs, the returning agency should call CDW*G's Customer Service Department (800) 808-4239 to verify the defect. A service call number will be issued to the returning agency so that defective products are accepted at CDW*G's facility to be repaired.

(2) At the Government Location (Within Established Service Areas)

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) At the Government Location (Outside Established Service Areas)

- (a) The repair service rates listed for subparagraph (2) above apply, except that a travel charge of \$___ (as per current JFTR Rates) per mile for repairmen will apply to the round-trip distance between the geographic limits of the applicable service area and

the Government location. Such charge will apply as an additional charge, but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the Government location or at CDW*G's shop.

- (b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing CDW*G for actual costs, provided that the actual costs are reasonable and allowable. CDW*G shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. Labor Rates

(1) Regular Hours

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of CDW*G.

(2) After Hours

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of CDW*G.

(3) Sundays and Holidays

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of CDW*G on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

Repair Service Rates

<u>Location</u>	<u>Minimum Charge *</u>	<u>Regular Hours Per Hour**</u>	<u>After Hours Per Hour**</u>	<u>Sundays and Holidays Per Hour</u>
CDW*G's Shop	\$90	\$45	N/A	N/A
Government Location (Within Established Service Areas)	\$250	\$125	\$200	\$250
Government Location (Outside Established Service Areas)	\$450 +T&E	\$200	\$250	\$300

*Minimum Charges Include 1 Full Hour on the Job.

**Fractional Hours, at the end of the job, will be Prorated to the nearest Quarter Hour.

10. Repair Parts/Spare Parts Rate Provisions

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at 90% of the manufacturer's current published commercial list prices in effect at the time the repair is effected.

11. Guarantee/Warranty – Repair Service and Repair Parts/Spare Parts

a. Repair Service

All repair work will be guaranteed/warranted for a period of 90 days.

b. Repair Parts/Spare Parts

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of 90 days.

12. Invoices and Payments

a. Maintenance Service

- (1) Invoices for maintenance service shall be submitted by CDW*G on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.
- (2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by CDW*G as soon as possible after completion of the work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with Special Item Number 132-12. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.



1. Inspection/Acceptance

CDW*G shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. Guarantee/Warranty

- a. Unless specified otherwise in this contract, the Manufacturer's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. Limitation of Liability. CDW*G will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

3. Technical Services

CDW*G, without additional charge to the Government, shall provide a hot line technical support number 800-383-4239 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 7 a.m. to 9 p.m. Central Time.

4. Utilization Limitations

- a. Software acquisition is limited to commercial computer software defined to be:

Commercial Computer Software - Computer software which is used regularly for other than Government purposes and is sold, licensed or leased in significant quantities to the general public at established catalog prices.

- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of commercial software and documentation shall remain with the party procuring the product and not with CDW*G, unless otherwise specified.
 - (2) Some software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the agency (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect CDW*G's interest and proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 4.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form,

to any third party without the prior written approval of CDW*G. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity' permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

- (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the Government has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- (5) "Commercial Computer Software" may be marked with CDW*G's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

5. Software Conversions (132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. This will be in accordance with CDW*G's standard practice. CDW*G does not OEM any licensing or operating systems at this time. Any monetary credit would come from a reduced COTS product that will take the form of an upgrade.

6. Descriptions and Equipment Compatibility

CDW*G shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

7. Right-to-Copy Pricing

Right to copy pricing for licenses is not offered.

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS
PREAMBLE**

CDW*Government, Inc. provides commercial products and services to the ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact Sheryl McCurnin at 703-726-5014 or smccurnin@cdwg.com or fax 703-729-3300.

BPA NUMBER _____

**(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, CDW•G agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
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_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULE/DATES
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_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
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_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) 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 this BPA and CDW•G's invoice, the provisions of this BPA will take precedence.

**BASIC GUIDELINES FOR USING
"CONTRACTOR TEAM ARRANGEMENTS"**

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.