ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 01 Apr 2009
2. CONTRACT NO. *(if any)*: GS35F0009U
3. ORDER NO.: RA133009BU0049
4. REQUISITION/REFERENCE NO.: NAAJ1200-9-06823
5. ISSUING OFFICE *Address correspondence to:* AJ730004
U.S. DEPT. OF COMMERCE - BOULDER LABS
ACQUISITION MANAGEMENT DIVISION /MC3
325 BROADWAY
BOULDER, CO 80305
MICHELLE B. YATES 303-497-3657

6. SHIP TO: AJ741204
a. NAME OF CONSIGNEE: DEPARTMENT OF COMMERCE
b. STREET ADDRESS: SHIPPING/RECEIVING SECTION
325 BROADWAY, BLDG 22
c. CITY: BOULDER
d. STATE: CO
e. ZIP CODE: 80305-3328
f. SHIP VIA

7. TO: 00010134 TIN: 363949000
a. NAME OF CONTRACTOR: INSIGHT PUBLIC SECTOR, INC. DUNS: 159776806
b. COMPANY NAME
c. STREET ADDRESS: 4510 DALY DRIVE
SUITE 300
d. CITY: CHANTILLY
e. STATE: VA
f. ZIP: 201513709

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR:
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
☐ b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION BOC: OBLIGATED AMT: $0.00

10. REQUISITIONING OFFICE: NOAA - OCIO

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*
☐ a. Small ☒ b. Other than small ☐ c. Disadvantaged ☐ d. Women-owned ☐ e. HUBZone ☐ f. Emerging small business ☐ g. Service-disabled veteran-owned

12. F.O.B. POINT: DESTINATION
13. PLACE OF
a. INSPECTION
b. ACCEPTANCE
14. GOVERNMENT B/L NO.
15. DELIVER TO F.O.B. POINT ON OR BEFORE: 31 Mar 2014
16. DISCOUNT TERMS: 00.00% 0 Days
Net 30

17. SCHEDULE *(See reverse for Rejections)*

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY ACCEPT. (g)
	This Blanket Purchase Agreement (BPA) is to provide Microsoft licenses and software maintenance to all Bureaus within the Department of Commerce. The term of this BPA shall be from April 1, 2009 through March 31, 2014, unless sooner terminated. Additonal provisions are set forth in Attachment A, Blanket Purchase Agreement.					

SEE BILLING INSTRUCTIONS ON REVERSE

18. SHIPPING POINT
19. GROSS SHIPPING WEIGHT
20. INVOICE NO.
21. MAIL INVOICE TO:
a. NAME: U.S. DEPT. OF COMMERCE - BOULDER LABS
b. STREET ADDRESS *(or P.O. Box)*: ACQUISITION MANAGEMENT DIVISION /MC3
325 BROADWAY
c. CITY: BOULDER
d. STATE: CO
e. ZIP CODE: 80305

17(h) TOTAL (Cont. pages)

17(l) GRAND TOTAL: US$ 0.00

22. UNITED STATES OF AMERICA BY *(Signature)* Mark E. Caban
23. NAME *(Typed)*: MARK E. CABAN 303-497-6875
(TITLE CONTRACTING/ORDERING OFFICER)

OPTIONAL FORM 347 (REV. 4/2006)
Prescribed by GSA/FAR 48 CFR 53.213(f)

ORDER FOR SUPPLIES OR SERVICES - Continuation

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO. *(if any)*	ORDER NO.
01 Apr 2009	GS35F0009U	RA133009BU0049

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY ACCEPT. (g)
0001	Provide Microsoft licenses and software maintenance in accordance with contractor's referenced GSA contract. BPA calls may be placed by any duly authorized Contracting Officer of the following Bureaus of the Department of Commerce: • Bureau of Industry and Security • Economics and Statistics Administration • Bureau of the Census • Bureau of Economic Analysis • Economic Development Administration • International Trade Administration • Minority Business Development Agency • National Institute of Standards and Technology • National Oceanic and Atmospheric Administration • National Technical Information Service • National Telecommunication and Information Administration • Patent and Trademark Office	0	EA	0.00	0.00	

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Department of Commerce (DOC) Local Clauses

1. CAR 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (MAR 2000)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

(End of clause)

2. ADDITIONAL CONTRACT TERMS AND CONDITIONS

The following additional contract terms are hereby incorporated into the BPA between the Department of Commerce and Insight Public Sector, Inc.

a. **Price Discounts:** The DOC Price List is at Attachment B to this BPA.

b. **Reporting Requirements:** The Contractor shall provide quarterly reports detailing orders placed against the BPA during the applicable quarter. Reports shall be submitted for each of the Government's fiscal year quarters and are due by the 15th day of the month following the end of each quarter.

c. **Finance Options:** Due to annual fiscal budgetary constraints, DOC offices may elect to allocate the cost of software assurance over the term of the agreement to enable payments on annual basis. The ordering officials should contact the Contractor's Point of Contact (POC) for additional information on this option.

d. **Point of Contact (POC) of information is:**

Joanne Zieglar
License Management and Support Desk
Insight Public Sector, Inc.
22721 East Mission
Liberty Lake, WA 99019
Work Phone:(509)742-2310
Fax: (480) 760-6146
Email Address: Joanne.Ziegler@insight.com

Christopher Bonica
Software Account Manager
Insight Public Sector, Inc.
22721 East Mission
Liberty Lake, WA 99019
Work Phone:(203) 381-0003
Fax: (480) 760-6146
Email Address: Chris.Bonica@insight.com

ATTACHMENT A

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE
U.S. DEPARTMENT OF COMMERCE (DOC)

In the spirit of the Federal Acquisition Streamlining Act Department of Commerce and Insight Public Sector, Inc. enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) GS-35F-0009U.

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 offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

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 **ordering activity that works better and costs less.**

Signatures

Mark E. Caban 4.1.09
Mark E. Caban DATE
Contracting Officer
Mountain Region Acquisition Division
NOAA Acquisition and Grants Office

Ellen L. Fannon 4/3/09
Insight Public Sector, Inc DATE

BPA NUMBER: RA1330-09-BU-0049

U.S. Department of Commerce (DOC)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number GS-35F-0009U and Federal Acquisition Regulation (FAR) 8.405-3, Blanket Purchase Agreements (BPAs), the Contractor agrees to the following terms of a BPA exclusively with the U.S. Department of Commerce:

(1) The following contract services/products 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
Variety of Mcrosoft licenses and software maintenance under FSS IT Schedule 70, Special Item Numbers 132-33 and 132-34	See the Attached DOC Price List

(2) Delivery:

DESTINATION	DELIVERY SCHEDULE/DATES
To be identified in individual calls when issued.	To be identified within individual calls when issued.

(3) The Government estimates, but does not guarantee, that the volume of purchases through the term of this agreement will not exceed $9,999,999.00.

(4) This BPA does not obligate any funds.

(5) This BPA expires on March 31, 2014 or at the end of the contract period, whichever is earlier.

(6) The following offices are hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
Any DOC Bureau within the Department of Commerce	To be identified in individual BPA calls when issued.

(7) Orders may be placed against this BPA via Electronic Data Interchange (EDI) or written BPA calls.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that 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) BPA Call Number;
(f) Date of Purchase;
(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatibe 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 as specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the 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 the Contractor's invoice, the provisions of this BPA will take precedence.