

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30**

2. CONTRACT NO. <b>N00104-12-A-ZF30</b>		3. AWARD/EFFECTIVE DATE <b>11/21/2011</b>	4. ORDER NUMBER	1. REQUISITION NUMBER	PAGE 1 OF XX
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>Dennis Fellin dennis.fellin@navy.mil</b>		b. TELEPHONE NUMBER <b>717-605-5659</b>	6. SOLICITATION ISSUE DATE <b>09/13/2011</b>

9. ISSUED BY CODE **Enter**

**Department of Navy**  
**NAV SUP, Weapons Support System, Code 0272**  
**5450 Carlisle Pike, PO Box 2020**  
**Mechanicstown, PA 17055**

POC: **Dennis Fellin**  
 PHONE: **717-605-5659**  
 EMAIL: **dennis.fellin@navy.mil**

10. THIS ACQUISITION IS

UNRESTRICTED

SET ASIDE: % FOR

- SMALL BUSINESS
- EMERGING SMALL BUSINESS
- HUBZONE SMALL BUSINESS
- SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- 8(A)

NAICS:  
 SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

SEE SCHEDULE

13a. THIS CONTACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

RFQ  IFB  RFP

12. DISCOUNT TERMS

**See price schedule**

15. DELIVER TO CODE

**SPECIFIED ON EACH ORDER**

16. ADMINISTERED BY CODE

**BASIC AGREEMENT - SAME AS BLOCK 9**

**ORDERS - AS CITED ON EACH INDIVIDUAL ORDER**

17a. CONTRACTOR/ OFFEROR CODE **OS0H9** FACILITY

**DLT Solutions**  
**13861 Sunrise Valley Drive, Suite 400**  
**Herndon, VA 20171**

POC: **Shaun Gaffrey**  
 PHONE: **703-752-1199**  
 EMAIL: **shaun.gaffrey@dlt.com**

18a. PAYMENT WILL BE MADE BY CODE

**SPECIFIED ON EACH ORDER**

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

18b. SUMMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK CHECKED.  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE ATTACHMENT A - Reseller List</b> <b>GSA SCHEDULE GS-35F-4543G APPLIES</b>				

25. ACCOUNTING AND APPROPRIATION DATA

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  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  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), INCLUDES ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR



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



30b. NAME AND TITLE OF SIGNER (Type or Print)

**Craig D. Adler, Executive VP and CFO**

31b. NAME OF CONTRACTING OFFICER (Type or print)

**William Huber, Contracting Officer**

30c. DATE SIGNED

**11/21/11**

31c. DATE SIGNED

**11/21/2011**



Contract#: N00104-12-A-ZF30

DOD ESI

BLANKET PURCHASE AGREEMENT

With DLT Solutions

For Autodesk Software Products



**Introduction/Recitals**

1.1. Federal Acquisition Streamlining Act

1.1.1. In the spirit of the Federal Acquisition Streamlining Act, the [NAVSUP, WSS, Code 027], on behalf of the U.S. Department of Defense (DoD) Enterprise Software Initiative (ESI) (referred to hereafter as the "Government" or "DoD") and [DLT Solutions] (the "Contractor") enter into this Blanket Purchase Agreement, which includes all Attachments (collectively referred to as the "BPA" or "Agreement") as of [Enter Actual Effective Date Here] (the "Effective Date").

1.2. GSA FSS Contract

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

1.2.2. This BPA is entered to reduce the administrative costs of acquiring commercial products and services from the General Service Administration (GSA) Federal Supply Schedule (FSS) Contract(s) [GS-35F-4543G] (the "FSS Contract").

1.2.3. All orders placed against this BPA are subject to the terms and conditions of the FSS Contract.

1.3. DoD ESI

1.3.1. The DoD ESI is a joint DoD project designed to develop and implement a DoD enterprise procurement process. This ESI Agreement is issued in the spirit of the policy and guidelines provided in the Defense Federal Acquisition Regulation Supplement (DFARS) Section 208.74.

**2. List of Attachments to the BPA**

**ATTACHMENT # TITLE**

A	Reseller Authorized Products and Price List
B	Autodesk 2012 License Agreement
B-1	DoD Addendum to Autodesk License Agreement (with additional terms)
C	Ordering Guide
D	Applicable FAR and DFARS Provisions
E	Report of Sales with Instructions
F	Fees and Payments

**3. Obligation**

3.1. Extent of Obligation



3.1.1. The Government estimates, but does not guarantee, that the volume of purchases through this Agreement will be \$81,000,000 for the base period. The Government is obligated only to the extent of authorized purchases actually made under this Agreement.

3.2. Funds Obligation

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

4. **Authorized Users**

4.1. DoD Components

4.1.1. The Agreement is open for ordering by all DoD Components. For the purposes of this Agreement, a DoD component is defined as follows: the Office of the Secretary of Defense (OSD), the Military Departments, the Chairman of the Joint Chiefs of Staff, the Unified Combatant Commands, the Inspector General of the Department of Defense (DoD IG), the Defense Agencies, the DoD Field Activities, the U. S. Coast Guard, NATO, the Intelligence Community and FMS with a Letter of Authorization.

4.2. GSA / Ordering Organizations

4.2.1. GSA or other applicable ordering organizations/agencies are authorized to place orders under this Agreement on behalf of DoD end users and must comply with DFARS 208.7400.

4.3. Government Contractors

4.3.1. Government contractors performing work for a DoD Component (as defined above) may place Delivery Orders under this Agreement on behalf of and for the benefit of the DoD entity if authorized by their cognizant Contracting Officer in accordance with the requirements of FAR 51 and/or DFARS 251 as appropriate.

5. **Term and Survival**

5.1. Term

5.1.1. The term of the contract will commence on the Effective Date and will expire **3 years from the effective Date, with two (2), one year renewals which may be exercised at the DoD's sole option.** The PCO will fix the Effective Date after the contract has been fully executed by the selected Contractor and by the DoD and all approvals required by DoD contracting procedures have been obtained. Unless otherwise terminated as provided herein, the contract is contingent on maintaining or renewing a GSA FSS Schedule.

5.2. GSA Federal Supply Schedule Succession

5.2.1. This BPA is based on the Contractor's current GSA 70 schedule contract number [GS-35F-4543G]. In the event the current GSA 70 schedule contract is canceled or expires and a new GSA 70 schedule contract is awarded, this BPA shall automatically



transfer to the new GSA 70 schedule contract to the extent the new schedule contract includes the same scope and items as the canceled or expired GSA contract.

5.3. Annual Review for Best Value

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

5.4. Survival

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

**6. Organization of this Agreement**

6.1. BPA Structure

6.1.1. This BPA is organized in two major segments:

6.1.1.1. The general terms and conditions

6.1.1.2. Attachments, which are binding master agreements entered into and made effective at the time of contract execution.

6.2. Order of Precedence

6.2.1. The Order of Precedence for resolving any inconsistency between this Agreement and the GSA contract terms shall be as specified in the GSA contract’s Commercial Item clause, FAR 52.212-4.

6.2.2. The provisions of FAR 52.212-4 specified in FAR 12.302, as required by Federal law, shall prevail over any terms of the commercial license.

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

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

6.3. Attachments



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

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

## 7. Product and Service Offerings

### 7.1. Catalog

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

7.1.2. All products offered by Contractor shall comply with appropriate standards enumerated in the DoD IT Standards Repository (DISR). The DISR is maintained by the DoD Executive Agent for IT Standards, and the mandated compendium can be obtained from Mr. Dave Brown 703-681-2645; dave.brown@disa.mil. The DoD IT standards management tool, DISR-online is available for use by CAC-equipped authorized parties and can be accessed for account requests at <https://disronline.disa.mil>.

7.1.3. The License Agreement attached hereto as Attachment B and the Addendum provided as Attachment B-1 shall govern the grant, provision and use of all software licensed to and ordered by the DoD pursuant to this BPA.

### 7.2. Technology Refreshment / Products and Services Improvement

7.2.1. The Contractor shall propose improvements to the products and services offered under this Agreement as products become commercially available. Proposals shall be submitted by the Contractor and include a description of the products and/or services, an electronic copy of the pricing tables, technical literature that describes the products and/or services, and evidence of inclusion on GSA schedule. Discounts shall be at the same or greater discount level as provided under the original Agreement product and service prices.

7.2.2. If at any time during the life of this BPA, the original manufacturer of the equipment (includes software, 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 constructed in accordance with this BPA for most favored prices. Discounts shall be at the same or greater discount level as the original BPA product prices. Proposals shall be submitted to the PCO within seven (7) days of the BPA 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.



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

## **8. Pricing Terms**

### **8.1. Base Pricing**

8.1.1.Prices for commercial products and services are specified in Attachment A. The Contractor shall not charge prices in excess of those listed in this Agreement.

8.1.2.Prices shall not escalate and are not subject to upward adjustment during the base term of this Agreement.

8.1.3.The prices in Attachment A will be reviewed annually or as required to determine whether a reduction is appropriate in accordance with section 7.2. Contractor shall include a 2.0% Acquisition, Contracting, and Technical (ACT) Fee in Contractor’s prices.

### **8.2. Most Favored Customer**

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

### **8.3. Additional Price and Discount Terms**

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

## **9. Product and Pricing Data Submission**

### **9.1. Data Submission Format**

9.1.1.Contractor shall submit and keep current all products, service and pricing data in the format described in Attachment A (amended by the Government from time to time as required) for publication in all web and other methods for public and private display and access.

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

### **9.2. UNSPSC**

9.2.1.The United Nations Standard Products and Services Code (UNSPSC) is a required field in the submission format required by DoD for products and prices. The UNSPSC code permits software asset management through a standard coding structure. The UNSPSC is a coding system used to classify both products and services for use throughout the global marketplace. The management and development of the UNSPSC Code is coordinated by GS1 US. The current version is available free as a download at <http://www.unspsc.org>.



## 10. Ordering

### 10.1. Ordering Guide

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

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

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

### 10.2. Applicability of FAR and DFARS Provisions

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

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

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

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

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

### 10.3. Web Sites and Electronic Ordering

10.3.1. This BPA will be posted to the DoD ESI website as part of the ESI program. The web site can be viewed at <http://www.esi.mil> and is publicly accessible. The Government may also post this Agreement to other federal government or DoD web sites, some of which may be publicly accessible.

10.3.2. It is the intention of the Government to use existing and future capability of the DoD Standard Procurement System, Electronic Data Interchange (EDI) capability, Government procurement card, and Contractor electronic ordering capability to create a paper-less ordering, invoicing and payment process. During the term of the BPA, the Contractor shall participate to achieve this objective.

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

10.3.2.2. The Contractor shall ensure that the data and information relating to Contractor's products, technical specifications, services, prices and other



information related to this BPA is current, accurate, complete, and delivered by the Contractor in the standard format(s) described in Attachment A.

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

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

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

10.3.3. This BPA may also be loaded into publicly accessible electronic catalog systems of other DoD agencies.

#### 10.4. Order Suspension

10.4.1. There may be occasions where the Government may suspend ordering (by CLIN up to and including the entire BPA.) If a suspension is announced, the Contractor shall adhere to this suspension by not accepting/processing delivery orders for the suspended item(s).

### 11. **Contractor BPA Management Obligations**

#### 11.1. Report of Sales

11.1.1. The Contractor shall provide a Report of Sales to the SPM and the PCO in electronic format within fifteen (15) days following completion of the monthly reporting period, or as otherwise requested by the SPM. The report shall be submitted in the standard format shown in Attachment E. Sales reports are required even in those instances where no sales are made. The SPM or PCO shall provide written approval of each report to the Contractor. At the end of each calendar quarter, the written approval provided to the Contractor will be accompanied by a request to remit the ACT fees in accordance with Attachment F. The SPM or PCO will provide a copy of the approved quarterly Report of Sales to the DoD Components participating in fee sharing.

#### 11.2. Fees and Payments

11.2.1. The Contractor shall pay the ACT fees to the parties described in Attachment F within 30 days after notification of approval from the applicable SPM or PCO for the sales report required pursuant to section 10.1.

#### 11.3. Centralized Administration

11.3.1. The Contractor must provide centralized administration, in the form of a Program Manager, in support of all work performed under this Agreement. The Program Manager, at a minimum, is required to participate in periodic program



management reviews (which may require travel to a Government named site). Additional functions would include customer service, educating the sales force and submission of monthly/quarterly reports and approved fee payments.

#### 11.4. Records

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

#### 11.5. Administration Staffing

10.5.1 The Contract will appoint a Project Manager. The Project Manager will function as the Contractor's authorized point of contact with the DoD PCO and SPM. The Project Manager must be available to respond promptly and fully to all contract requirements. The Project Manager's responsibilities will include, but are not limited to: providing administrative, supervisory, and direction to project personnel; monitoring work performance for accuracy, timeliness, efficiency, and adherence to contract requirements; coordinating the resolution of contract problems, the implementation and completion of problem escalation procedures and ensuring reports are submitted on-time and accurately. The Project Manager will meet monthly with the PCO and SPM for the first 6 months of the contract. The PCO may continue meetings with the Project Manager as necessary. The Project Manager must be an employee of the prime Contractor and must be authorized to make binding decisions on behalf of the prime Contractor and all subcontractors. The Project Manager may not be reassigned during the contract period without 60 day prior written notice and the PCO's consent.

The Project Manager must have a minimum of five (5) years demonstrated experience with increased levels of responsibility. The Project Manager should have experience managing large scale projects involving all titles of your software and government procurement practices. Additionally, the Project Manager must have demonstrated effective oral and written communication skills.

#### 11.6. Program Management Reviews (PMR)

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

#### 11.7. Sales Leakage Prevention

11.7.1. The goals of the ESI Program can only be realized through cooperation between the Government and the Contractor to direct appropriate sales through the ESI



vehicles. The Contractor shall ensure that all sales personnel are aware of the ESI Program and enforce the policy that this Agreement is the preferred procurement vehicle for the products within. Within sixty (60) days of the effective date of this BPA, Contractor shall submit its plan of action and define the processes required to conform to the requirements of this BPA and shall keep current the plan throughout the Term of this BPA.

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

#### 11.8. Marketing and Promotion

- 11.8.1. The Contractor shall dedicate reasonable resources to this effort and market and advertise this Agreement, to include advertising the availability and benefits of this Agreement on the Contractor's web site, advertising this Agreement at relevant trade shows, participation in DoD Component sponsored events, and promotion through news media geared to Government/DoD IT personnel and leadership.

- 11.8.2. The Contractor may obtain standardized ESI marketing materials by requesting access from the SPM.

- 11.8.3. The Contractor's use of the ESI logo, seal or emblem shall be limited to materials describing the products and services which are specifically made available under this BPA. ESI reserves the right to review any materials that contain the ESI brand prior to use by the Contractor, and, at a minimum, requires the Contractor to follow these guidelines:

11.8.3.1. **Use Only The Approved Master Artwork.** Do not alter or distort the appearance of the logo in anyway, for example, by adding new design elements or colors or changing the font. The logo must always look sharp, clean, and well produced.

11.8.3.2. **Allow A Minimum Clear Space Around The ESI Logo.** Always allow for a minimum clear space around the logo. Never violate the clear space with any graphic elements, words or charts.

11.8.3.3. **Maintain Legibility.** Never reproduce the logo in a manner that causes the logo to become illegible or blurry, which may happen if the logo is reproduced too small.

- 11.8.4. All materials made available for public view must include the following statement: "The ESI logo/markings is used with permission. ESI procedures are explained in DFARS 208.74 and DoD CIO Guidance and Policy memorandum No. 12-8430 dated July 26, 2000."

#### 12. **Indemnity**

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**12.1. Indemnification for Harmful Conduct**

12.1.1. To the maximum extent permitted by law, Contractor will defend, indemnify, protect and hold harmless DOD and their respective officers, directors, employees, agents, and Affiliates from and against any and all claims, losses, liens, demands, attorneys' fees, damages, liabilities, costs, expenses, obligations, causes of action, or suits, (collectively "Claims") by a third party, that are caused by or arise out of: i) any wrongful act or omission, whether active or passive and whether actual or alleged, or willful misconduct of the Contractor or its employees, subcontractors or agents; and ii) property loss, damage, personal injury or death, caused by the Contractor, or any of the Contractor's employees, subcontractors or agents.

**13. Personal Data and Personally Identifiable Information (PII)**

**13.1. Compliance with Privacy Act**

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

**14. Termination**

**14.1. Effect of Termination.**

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

**14.2. Surviving Provisions.**

14.2.1. The following sections shall survive the termination or expiration of this Agreement: Section 11 (Indemnity), Section 12 (Personal Data and Personally Identifiable Information), Section 13.1 (Effect of Termination), Section 13.2 (Surviving provisions), Section 15 (General Provisions) and any software licenses acquired pursuant to this BPA where usage rights are perpetual.

**15. Relationship of the Parties**

**15.1. Independent Contractors.**

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

15.1.2. The Contractor will be responsible for all obligations in this Agreement whether or not Contractor provides them directly. Further, the Contractor is the sole point of



contact with regard to all contractual matters, including payment of any and all charges under orders executed under this Agreement.

## 16. General Provisions

### 16.1. YEAR 2000 Compliance

16.1.1. All products provided under this BPA shall be Y2K compliant as defined in FAR 39.106.

### 16.2. Headings

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

### 16.3. Notices

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

### 16.4. Reference to Days

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

### 16.5. Severability

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

### 16.6. Waiver

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

### 16.7. Dispute Resolution

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



16.8. Entire Agreement

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