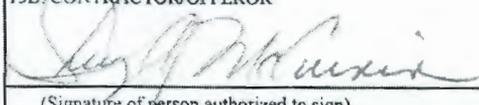
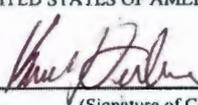


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. P00021		3. EFFECTIVE DATE 12.31.2013	4. REQ./PURCH REQ.#	5. PROJECT NO. (IF APPLICABLE)	
6. ISSUED BY NAVSUP FLC NORFOLK CONTRACTING MECHANICSBURG OFFICE 5450 CARLISLE PIKE, P.O. BOX 2020 MECHANICSBURG, PA 17055-0788		CODE N00189	7. ADMINISTERED BY SAME AS BLOCK 6 DENNIS J. FELLIN CODE: 215 PHONE: 717-605-5659 EMAIL: DENNIS.FELLIN@NAVY.MIL		CODE N00189
8. NAME AND ADDRESS OF CONTRACTOR CDW GOVERNMENT LLC 230 N. MILWAUKEE AVENUE VERNON HILLS, IL 60061			9A. AMENDMENT OF SOLICITATION NO.		
POC: Marianne Swann PHONE: 703-621-8220 Office EMAIL: marianne.swann@cdw.com			9B. DATED (SEE ITEM 11)		
CODE 1KH72 FACILITY CODE			10a. MODIFICATION OF CONTRACT/ORDER N00104-02-A-ZE85 GS-35F-0195J		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			10B. DATED (SEE ITEM 13) 08/05/2002		
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) N/A					
13. THIS ITEM APPLIES ONLY TO THE MODIFICATION OF CONTRACTS/ORDERS AS SPECIFIED ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO:		THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE			
CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
X		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3)			
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copy.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (including solicitation/contract subject matter where feasible.)					
THE PURPOSE OF THIS MODIFICATION IS TO: 1 Extend BPA to expire on 12/31/2014 2 Change in PCO Authority as noted in Blocks 6 & 7 and Attachment 1 3 Add clauses, as listed in Attachment 1, to Section 6 of the BPA					
Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER Sheryl J. McCurnin Senior Program Manager			16A. NAME AND TITLE OF CONTRACTING OFFICER William Huber CONTRACTING OFFICER		
15B. CONTRACTOR/OFFEROR 		15C. DATE SIGNED 12/23/2013	16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED 30DEC2013
(Signature of person authorized to sign)		(Signature of Contracting Officer)			
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105 (SPCC OVPT) (REV 10-84) (LOCAL)		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53-243	

Attachment 1
12.23.2013

1. Extend the term of this BPA to expire on 12/31.2014.
2. As of 1 October 2013, responsibility for NAVSUP Weapons System Support Code 027 contracts and personnel were assumed by Fleet Logistics Center Norfolk. Accordingly, PCO authority for this action as identified in block 6 above is formally transitioned to:

NAVSUP FLC NORFOLK CONTRACTING
MECHANICSBURG OFFICE
5450 CARLISLE PIKE, P.O. BOX 2020
MECHANICSBURG, PA 17055-0788

3. Insert DFARS Clause : 252.209-7994 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law—Fiscal Year 2014 Appropriations.

REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY
CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2014 APPROPRIATIONS
(DEVIATION 2014-O0004) (OCTOBER 2013)

(a) In accordance with section 101(a) of Division A of the Continuing Appropriations Act, 2014 (Pub. L. 113-46), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

4. Insert FAR Clause: 52.204-2 Security Requirements.

As prescribed in 4.404(a), insert the following clause:

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with—

(1) The Security Agreement (DD Form 441), including the *National Industrial Security Program Operating Manual* (DoD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.