

2. CONTRACT NO.
HC1028-16-A-0008

3. AWARD/EFFECTIVE DATE
29-Sep-2016

4. ORDER NUMBER

5. SOLICITATION NUMBER
HC1028-16-R-0028

6. SOLICITATION ISSUE DATE
07-Sep-2016

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
KELSIE L. NETEMEYER

b. TELEPHONE NUMBER (No Collect Calls)
618-229-9442

8. OFFER DUE DATE/LOCAL TIME
09:00 AM 15 Sep 2016

9. ISSUED BY
DISA/DITCO-SCOTT-PL83
2300 EAST DRIVE
SCOTT AFB IL 62225-5406
TEL:
FAX:

CODE HC1028

10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: _____ % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
 HUBZONE SMALL BUSINESS EDWOSB NAICS: 511210
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A) SIZE STANDARD: \$38,500,000

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

12. DISCOUNT TERMS

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

13b. RATING

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO
SEE SCHEDULE

16. ADMINISTERED BY
SEE ITEM 9

17a. CONTRACTOR/OFFEROR
CARAHSOFT TECHNOLOGY CORP.
IN CARE OF CDW GOVERNMENT LLC
230 N. MILWAUKEE AVE
VERNON HILLS IL 60061
SHERYL MCCURNIN
TELEPHONE NO. 703-621-8241

CODE 1KH72 FACILITY CODE

18a. PAYMENT WILL BE MADE BY
DFAS-CO/JAQBAC WAWF HQ0131
HTTPS://WAWF.EB.MIL/
COLUMBUS OH 43213

CODE HQ0131

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$0.00

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

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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.

29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING 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)
Carrie M. Ross

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

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
Carrie M. Ross / Contracting Officer
TEL: 618-229-9569
EMAIL: carrie.m.ross.civ@mail.mil

31c. DATE SIGNED
29-Sep-2016

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--------------------------------------------------------	-----------	---------------------------------------------------------------------

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
------------------------------------------------------------------------------------	--------------------	---------------------------------	------------------------------------------------------------------------------------------------------------------	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>	
	41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	
	41c. DATE	
42b. RECEIVED AT <i>(Location)</i>		
42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Adobe Subscription FFP	1	Each		NSP
<p>The contractor shall provide Adobe software subscriptions as identified in the price list, Attachment 1, and in accordance with the Adobe Licensing Terms in Attachment 2. Attachment 1 details unit pricing and bulk pricing available for purchase. The scope of this effort is worldwide. Delivery requirements will be stipulated on Orders; ordering via this BPA is decentralized. Each ordering activity is responsible for managing its obligations under this agreement.</p> <p>FOB: Destination PURCHASE REQUEST NUMBER: ADOBEJELAI</p>					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Adobe Subscription FFP	1	Each		NSP
<p>The contractor shall provide Adobe software subscriptions as identified in the price list, Attachment 1, and in accordance with the Adobe Licensing Terms in Attachment 2. Attachment 1 details unit pricing and bulk pricing available for purchase. The scope of this effort is worldwide. Delivery requirements will be stipulated on Orders; ordering via this BPA is decentralized. Each ordering activity is responsible for managing its obligations under this agreement.</p> <p>FOB: Destination</p>					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Adobe Subscription FFP The contractor shall provide Adobe software subscriptions as identified in the price list, Attachment 1, and in accordance with the Adobe Licensing Terms in Attachment 2. Attachment 1 details unit pricing and bulk pricing available for purchase. The scope of this effort is worldwide. Delivery requirements will be stipulated on Orders; ordering via this BPA is decentralized. Each ordering activity is responsible for managing its obligations under this agreement.	1	Each		NSP

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Adobe Subscription FFP The contractor shall provide Adobe software subscriptions as identified in the price list, Attachment 1, and in accordance with the Adobe Licensing Terms in Attachment 2. Attachment 1 details unit pricing and bulk pricing available for purchase. The scope of this effort is worldwide. Delivery requirements will be stipulated on Orders; ordering via this BPA is decentralized. Each ordering activity is responsible for managing its obligations under this agreement.	1	Each		NSP

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		1	Each		NSP

OPTION

Adobe Subscription

FFP

The contractor shall provide Adobe software subscriptions as identified in the price list, Attachment 1, and in accordance with the Adobe Licensing Terms in Attachment 2. Attachment 1 details unit pricing and bulk pricing available for purchase. The scope of this effort is worldwide. Delivery requirements will be stipulated on Orders; ordering via this BPA is decentralized. Each ordering activity is responsible for managing its obligations under this agreement.

FOB: Destination

NET AMT

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	Government
2001	N/A	N/A	N/A	Government
3001	N/A	N/A	N/A	Government
4001	N/A	N/A	N/A	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	POP 30-SEP-2016 TO 29-SEP-2017	N/A	N/A FOB: Destination	
1001	POP 30-SEP-2017 TO 29-SEP-2018	N/A	N/A FOB: Destination	
2001	POP 30-SEP-2018 TO 29-SEP-2019	N/A	N/A FOB: Destination	
3001	POP 30-SEP-2019 TO 29-SEP-2020	N/A	N/A FOB: Destination	
4001	POP 30-SEP-2020 TO 29-SEP-2021	N/A	N/A FOB: Destination	

Section G - Contract Administration Data

BPA INFORMATION

Blanket Purchase Agreement (BPA)
Department of Defense (DoD)
Adobe Joint Enterprise License Agreement

In the spirit of the Federal Acquisition Streamlining Act, the Defense Information Systems Agency (DISA), (referred to hereafter as the “Government” or “DoD”) and Carasoft in care of CDW-G enter into this Blanket Purchase Agreement, which includes all attachments (collectively referred to as the “BPA”) as of the effective date as identified on SF 1449.

Federal Supply Schedule (FSS) contract BPAs reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations, and the evaluation of offers. This BPA is entered to reduce the administrative costs of acquiring commercial products and services from the General Service Administration (GSA) FSS 70 contract(s) HC1028-16-A-0008 (GS-35F-0119Y). All orders placed against this BPA are subject to the terms and conditions of the FSS contract to include the Universal Amendment to All Software License Agreements for Adobe Systems Incorporated Software Products.

CDW-G is a certified dealer of Carasoft’s IT Schedule 70 (GS-35F-0119Y) to meet all of the Agencies’ needs for the acquisition of commercial Adobe products and services. CDW-G agrees that as an authorized dealer, CDW-G is permitted and will submit quotations, accept orders, invoice, and accept payments in the name of the schedule holder, in care of CDW-G. The GSA Schedule Holder, Carasoft is ultimately responsible for the performance of the BPA and resulting orders.

All attachments to this BPA will be deemed a part of this BPA and incorporated by reference. Terms defined in this BPA and used in any attachment will have the same meaning as in this BPA. The parties agree the attachments listed below apply to all orders placed under this BPA and are incorporated as binding terms and conditions. Attachments to this agreement are set forth as follows:

Attachment 1 – Section Product and Price List

Attachment 2 – Adobe Joint Enterprise License Agreement Terms and Conditions

A. TERMS AND CONDITIONS

1. Pursuant to GSA FSS contract number HC1028-16-A-0008 (GS-35F-0119Y) contractor agrees to the following terms of a BPA with the Defense Information Technology Contracting Organization (DITCO). All orders placed against this BPA are subject to the terms and conditions of the FSS contract. The items on this BPA are set forth in Attachment 1. License terms and conditions applicable to products acquired under this BPA are defined in the License Terms included Attachment 2.

2. Order of Precedence.

2.1 The order of precedence for resolving any inconsistency between this BPA and the GSA contract terms shall be as specified in the GSA contract’s Commercial Item clause, FAR 52.212-4. 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. **The contractor’s GSA Schedule shall be provided to validate no exceptions were taken to FAR 52.212-4, the order of precedence.**

2.2 In the event of any inconsistency between the general terms and conditions of this BPA and the terms and conditions of any attachment or addendum to this BPA, the general terms and conditions shall take precedence over the terms and conditions of any attachment.

3. Extent of Obligation. The Government is obligated only to the extent of authorized delivery/call orders actually made under this BPA.

4. Funds Obligation. The BPA does not obligate any funds. Funds will only be obligated on each delivery order.

5. BPA Term. The period of performance (PoP) will include a 1-year base period and four 1-year options. The Government is not obligated to exercise any BPA option period. This BPA expires upon completion of all orders issued within the specified BPA ordering periods, inclusive of any exercised BPA option periods. The BPA is contingent upon the contractor maintaining products/services of the BPA on the applicable GSA Schedule. This BPA is based on the contractor’s current GSA schedule contract number. In the event the current GSA schedule contract is canceled or expires and a new GSA schedule contract is awarded, this BPA shall automatically transfer to the new GSA schedule contract to the extent the new schedule contract includes the same scope and items as the canceled or expired GSA contract.

Base Year:	September 30, 2016 through September 29, 2017
Option Year 1:	September 30, 2017 through September 29, 2018
Option Year 2:	September 30, 2018 through September 29, 2019
Option Year 3:	September 30, 2019 through September 29, 2020
Option Year 4:	September 30, 2020 through September 29, 2021

6. Pricing Terms. Attachment 1 provides unit prices. Prices shall not escalate, and Attachment 1 is not subject to upward adjustment during the term of the BPA. The government may secure additional discounts at the time of placing an order. Spot discounts are authorized and encouraged. The prices will be reviewed annually, or as required to determine whether a reduction is appropriate in accordance with the price reduction provisions of the agreement.

6.1 Enrollee shall have the option to purchase additional quantities at the same unit price as the initial order, prorated to the end of the period of performance subject to the terms of the Agreement. For Example: If Army executed an order for Captivate (line 6 Tab 2 QTY 960) on October 1st, all additional QTY’s after this date) would be at the same unit price as the initial

bulk QTY unit price. Thus if Army ordered decentralized, one more license, the unit price would be at the same price listed on line 6 Tab 2. The Single Price tab is only utilized if the initial bulk purchase is not executed.

Orders for these products are subject to monthly pro-rated pricing based on the length of time remaining in the current period of performance. Price will be calculated by determining the number of months remaining in the current period of performance and multiplying that total by 1/12 of the annual price. Enrollees who choose not to place a consolidated order for Creative Cloud licenses may still be eligible for discounted pricing based on license volume, promotional opportunities or other discount programs.

6.2 Initial consolidated orders for Creative Cloud licenses, made by previous Adobe JELA Enrollees or new Adobe JELA Enrollees, will be subject to special volume discount pricing. Enrollees who choose not to place a consolidated order for Creative Cloud licenses may still be eligible for discounted pricing based on license volume, promotional opportunities or other discount programs.

7. Option Periods.

7.1 Prices. The rate of discount the BPA price provides in Year 1 from GSA pricing shall serve as a base line for discounts applied to future years of the BPA. Discounts shall be the same or greater discount level when comparing GSA pricing with BPA pricing.

8. Price Reduction.

8.1 Most Favored Customer Prices. 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 under like terms and conditions become lower than the prices in this BPA, this BPA will be immediately modified to include the lower prices.

8.2 SmartBUY Program Extension. Office of Management and Budget (OMB) has announced the SmartBUY initiative to maximize cost savings and achieve best quality when acquiring commercial products and services. If during the term of this BPA, contractor and its resellers enter into a government-wide agreement with the GSA under the SmartBUY Initiative, which includes pricing for the specific products or services under similar terms and conditions as those licensed by the DoD under this BPA, contractor and its resellers agree to reduce the prices for the remaining term of this BPA to meet the prices and fees under the SmartBUY agreement, or shall license the products and sell the services under the SmartBUY agreement for the same remaining term of this BPA, at the discretion of the DoD. Neither the contractor nor its resellers shall preclude the government from purchasing or licensing commercial products or services under a SmartBUY Agreement.

9. Rights of Survivorship of the Agreement. This BPA shall survive unto contractor, its successors, rights and assigns. The terms and conditions in this BPA 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 BPA. Any software name changes, re-packing, or merger of similar products that carry forward the same or similar function of the software

shall be supported with updates, upgrades, and new releases under this agreement at no additional cost.

10. Notices. All notices required under this BPA will be in writing and will be sent to the Government CO and the contractor's designated Program Manager for this BPA at the address set forth in the SF 1449, 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.

11. Reference to Days. All references in this BPA to "days" will, unless otherwise specified, mean calendar days.

12. Severability. If any term or provision of this BPA is held to be illegal or unenforceable, the validity or enforceability of the remainder of this BPA 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 BPA or provide an equitable adjustment in the event no such provision can be added.

13. Entire Agreement. This BPA, together with all attachments and individual orders issued against the BPA, 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 BPA. No modifications to the terms of this BPA shall be valid unless in writing and authorized, in accordance with FAR Part 43.

B. AUTHORIZED USERS AND POINTS OF CONTACT

1. Authorized Users. The BPA is open for ordering by Army, Air Force, DISA, Office of the Secretary of Defense (OSD), Joint Staff (JS), Defense Health Agency (DHA), Joint Service Provider (JSP), and Navy. This BPA is also open to Army, Air Force, OSD, JS, DHA, JSP, and Navy contractors authorized to order in accordance with the FAR Part 51.

2. BPA Points of Contact (POCs): The BPA POCs are outlined below. Each delivery order issued against the BPA will contain POCs reference clause DARS 52.204-9000 with the contacts of the delivery order.

a. Contracting Office:

Defense Information Technology Contracting Organization (DITCO)/PL8321
2300 East Drive
Scott Air Force Base, IL 62225-5406

POC: Carrie Ross / Contracting Officer
Phone: (618) 229-9569 / DSN: 779-9569
Fax: (618) 229-9177
Email: carrie.m.ross.civ@mail.mil

POC: Kelsie Netemeyer / Contract Specialist
Phone: (618) 229-9442 / DSN: 779-9442
Fax: (618) 229-9177
Email: kelsie.l.netemeyer.civ@mail.mil

b. BPA Contracting Officer's Representative (COR): Tanya West

c. Contractor Point of Contact:

Contractor name, business size: Carahsoft, c/o CDW Government LLC, Other Than Small
TIN, DUNS, and CAGE: DUNS: 026157235 CAGE Code: 1KH72
Contractor address as it appears on the System for Award Management: 230 N Milwaukee
Ave, Vernon Hills, IL, 60061-4304
Contractor POC name: Sheryl McCurnin, Senior Manager
Contractor phone number(s): 703-621-8241
Contractor POC email: smccurnin@cdwg.com
Payment terms: WAWF
Remit-to address: 230 N Milwaukee Ave, Vernon Hills, IL, 60061-1577

C. ORDERING

1. Orders. The scope of this effort is worldwide. Delivery requirements will be stipulated on Orders; ordering via this BPA is decentralized. Each ordering activity is responsible for managing its obligations under this agreement. While the agreement is centrally managed, resolution of ordering and/or funding issues is the responsibility of the contracting office that issued the Order. Orders are prepared by a warranted Government Contracting Officer at each ordering activity in accordance with the terms and conditions of this BPA, the GSA Schedule, and all applicable regulations and statutes. A prime contractor authorized by a cognizant Government Contracting Officer in accordance with FAR Part 51 may place Orders against this agreement if using the software in support of Army, Air Force, OSD, JS, DHA, JSP, and Navy activities. Orders may be placed by Electronic Data Interchange (EDI), facsimile, or on an authorized form such as a BPA Call, Standard Form (SF) 1449, DoD (DD) Form 1155 or Government Purchase Card.

2. Delivery Schedule. Deliveries will be made to the address specified on the Orders issued against the BPA.

3. Contractor shall assist Government ordering offices with assuring accuracy of the order data, including the identification of the proper license owner and enrollment number prior to processing Orders.

4. Instructions for Ordering Offices. This is a single-award BPA established competitively against GSA Schedule per FAR 8.405-3(b)(1), Blanket Purchase Agreements (BPA). The brand name products offered on this BPA were approved in accordance with FAR 8.405-6, Limited Sources, for Army, Air Force, OSD, JS, DHA, JSP, and Navy purchase through a Brand Name Limited Source Justification. It is the responsibility of the Ordering Office to:

- i. Ensure compliance with all fiscal laws prior to issuing an order under this BPA;
- ii. Incorporate into the order any regulatory and statutory requirements that are applicable to the ordering entity for which the order is placed, if pertinent requirements are not already included in this BPA; and,
- iii. Include clear invoicing, delivery, and distribution instructions

The Government may also post this BPA to other federal Government or DOD web sites, some of which may be publicly accessible.

5. Delivery Orders. The scope of this effort is worldwide. **A class limited justification and approval for Adobe products currently on the Agencies networks is approved. If an Agency has a requirement to procure other Adobe items listed on Attachment 1 that are not currently on their network, it is up to the requirements activity to compete the functionality of their software needs or justify the brand name requirement in accordance with the FAR.**

Delivery requirements and administration will be stipulated on delivery orders. Ordering via this BPA is decentralized. Orders are prepared by a Government Ordering Officer (a duly warranted Contracting Officer whose warrant authorizes delivery orders from the GSA Schedule) in accordance with the terms and conditions of this BPA and the GSA Schedule. Orders may be placed by Electronic Data Interchange (EDI), credit card, on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155.

a. Notice to Ordering Offices: When ordering services, ordering offices are responsible for compliance with GSA's Ordering Procedures for Services and DFARS 208.404-70.

b. Placement of Orders:

(1) Request for Quotes. All requests for quotes shall be made in writing in an email attachment, through the on-line request for quotations.

To request a quote, contact the contractor POC below:

Contractor POC name: Sheryl McCurnin, Senior Manager
Contractor phone number(s): 703-621-8241
Contractor POC email: smccurnin@cdwg.com

6. Users' Ordering Guide. The contractor shall develop a Users' Ordering Guide in coordination with the Government that will be posted to the contractor web site and various Government sites. The Ordering Guide shall be submitted to the COR and CO within thirty (30) days of BPA award and made available on the contractor's home page upon written approval. The contractor shall immediately notify the Contracting Officer in the event of any changes to contractor COR information, contractor physical address, contractor web address, or any other relevant information in the Ordering Guide. This guide shall be continuously updated as required and

shall not require formal modification to the BPA. All changes to the ordering guide shall be reviewed and approved by the COR and CO prior to posting. The guide shall contain all information necessary for geographically dispersed activities to place orders, including, as a minimum:

- a. URL where a complete list of products available, with appropriate contract line item numbers (CLINs) and associated prices can be found
- b. Government and contractor POCs
- c. Description of the ordering process
- d. Program Terms and Conditions
- e. License Terms and Conditions
- f. Information such as Commercial and Government Entity Code (CAGE), Data Universal Numbering System (DUNS), Taxpayer Identification Number (TIN), business size, etc. necessary to complete a Contract Action Report in the Federal Procurement Data System - Next Generation system
- g. Range of quantity discounts

7. E-Commerce Site. It is the intention of the Government to use existing and future capability of the DoD Standard Procurement System, EDI capability, Government procurement card, and contractor electronic ordering capability to create a paperless ordering, invoicing, and payment process. During the term of the BPA, the contractor shall participate to achieve this objective.

8. Delivery Schedule. Deliveries will be made to the address specified on the Orders issued against the BPA and Software Distribution.

9. Delivery Notice. Unless otherwise agreed to, all deliveries ordered under this BPA must be accompanied by a delivery notice, ticket, or sales slips that must contain at a minimum the following information:

- a. Name of contractor
- b. GSA contract number
- c. BPA number
- d. Product description/model numbers
- e. Delivery order number
- f. Date of delivery/call order
- g. Quantity, unit price, and extension of each item (unit prices need not be shown when incompatible with the use of automated systems; provided that the invoice is itemized to show the information)
- h. Date of shipment/delivery and/or PoP as applicable
- i. NOTE: Copies of delivery orders are to be sent via email to the SPM office as electronic attachments.

10. Suspension. There may be occasions where the Government may suspend ordering (by contract line item number (CLIN) up to and including the entire BPA) or cancel the BPA for cause. Reasons for suspension or cancellation can include but are not limited to delinquent sales report submission, and non-compliance to BPA terms and conditions. If a suspension is

announced, the contractor shall adhere to this suspension by not accepting/processing delivery orders for the suspended item(s).

D. INVOICING AND PAYMENT

1. Invoicing. The requirements of a proper invoice are as specified below as required by FAR 52.212-4 in the Federal Supply Schedule contract. The contractor shall submit an electronic invoice to the address(es) specified within the delivery orders issued against the BPA. An invoice must include --

- a. Name and address of the contractor;
- b. Invoice date and number;
- c. Contract number, CLIN, and, if applicable, the order number;
- d. Description, quantity, unit of measure, unit price, and extended price of the items delivered and PoP;
- e. Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- f. Terms of any prompt payment discount offered;
- g. Name and address of official to whom payment is to be sent;
- h. Name, title, and phone number of the person to be notified in event of defective invoice;
- i. TIN. The contractor shall include its TIN on the invoice only if required elsewhere in this contract; and
- j. Electronic funds transfer banking information.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB Circular A-125. Prompt payment contractors are encouraged to assign an identification number to each invoice.

2. Fast Payment Procedure. The provisions of FAR 52.213-1 FAST PAYMENT PROCEDURE (MAY 2006) are incorporated in this BPA by reference and pertain to credit card delivery/call orders or other applicable order deliveries. Fast Payment procedures may be used when the conditions of FAR 13.402 are met and the delivery order authorizes Fast Payment.

3. Precedence. The terms and conditions included in this BPA apply to all delivery/call orders made pursuant to it. In the event of an inconsistency between the provisions of the BPA and the contractor's invoice, the provisions of the BPA will take precedence.

E. BPA MANAGEMENT AND OVERSIGHT

Management. The contractor must provide centralized administration, in the form of a Program Manager, in support of all work performed under this BPA. 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, periodic program management reviews, invoicing, payment, and submission of monthly and quarterly reports and approved fee payments. The contractor shall ensure that all sales personnel are aware of the JELA and enforce the policy that this BPA is the preferred Agencies

procurement vehicle for the products within. The contractor shall maintain archival copies of all orders for the life of the BPA in accordance with GSA and FAR Subpart 4.7 requirements. Copies shall be made available to the Government upon request. (End)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.213-1	Fast Payment Procedure	MAY 2006
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.232-17	Interest	MAY 2014
52.232-37	Multiple Payment Arrangements	MAY 1999
52.233-3	Protest After Award	AUG 1996
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7997 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Deviation 2016-O0003)	OCT 2015
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7003	Item Unique Identification and Valuation	MAR 2016
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7021	Trade Agreements--Basic (JUN 2016)	JUN 2016
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7018	Supply Chain Risk	OCT 2015
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.204-9000 POINTS OF CONTACT (AUG 2005)

Contracting Officer
 Name: Carrie Ross
 Organization/Office Symbol: DITCO/PL8321
 Phone No.: 618-229-9569
 E-Mail Address: carrie.m.ross.civ@mail.mil

Contract Specialist
 Name: Kelsie Netemeyer
 Organization/Office Symbol: DITCO/PL8321
 Phone No.: 618-229-9442
 E-Mail Address: kelsie.l.netemeyer.civ@mail.mil

COR/Mission Partner Point of Contact
 Name: Tanya West
 Organization/Office Symbol: DISA/BD
 Phone No.: 301-225-8118
 E-Mail Address: tanya.r.west2.civ@mail.mil

Contractor Point of Contact
 Contractor Legal Business Name: Carahsoft Technology Corporation in care of CDW Government LLC
 DUNS: 026157235
 CAGE CODE: 1KH72
 Contractor POC: Sheryl McCurnin
 E-Mail Address: smccurnin@cdwg.com
 Phone Number: 703- 621-8241

(End of clause)

52.204-9001 CONTRACT/ORDER CLOSEOUT—FIXED-PRICE, TIME-AND-MATERIALS, OR LABOR-HOURS (JAN 2007)

Timely contract closeout is a priority under this contract/order. The Contractor shall submit a final invoice within ninety (90) calendar days after the expiration of this contract/order, unless the Contractor requests and is granted an extension by the Contracting Officer, in writing. In addition, and concurrent with the submission of the final invoice, the Contractor shall notify the Contracting Officer of the amount of excess funds that can be deobligated from this contract/order so the closeout process can begin as soon as possible upon expiration of this contract/order. A bilateral contract/order closeout modification will be forwarded to the Contractor by the Contracting Officer and must be signed by the Contractor and returned to the Contracting Officer within thirty (30) calendar days of issuance of the modification. A Contractor's failure to respond and/or sign the bilateral closeout modification within thirty (30) calendar days of receipt will constitute approval of the terms of the modification and the modification will subsequently be processed unilaterally by the Contracting Officer to deobligate excess funds and close this contract/order.

If this contract/order contains option periods, the Contractor is required to submit an invoice within ninety (90) calendar days after expiration of the base period of performance and the expiration of each exercised option period of performance to allow for deobligation of excess funds that were obligated in those respective periods of performance.

(End of clause)

52.209-9000 ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (OCCI) (DEC 2005)

(a) An offeror shall identify in its proposal, quote, bid or any resulting contract, any potential or actual Organizational and Consultant Conflicts of Interest (OCCI) as described in FAR Subpart 9.5. This includes actual or potential conflicts of interests of proposed subcontractors. If an offeror identifies in its proposal, quote, bid or any resulting contract, a potential or actual conflict of interests the offeror shall submit an Organizational and Consultant Conflicts of Interest Mitigation Plan to the contracting officer. The Organizational and Consultant Conflicts of Interest Mitigation Plan shall describe how the offeror addresses potential or actual conflicts of interest and identify how they will avoid, neutralize, or mitigate present or future conflicts of interest.

(b) Offerors must consider whether their involvement and participation raises any OCCI issues, especially in the following areas when:

- (1) Providing systems engineering and technical direction.
- (2) Preparing specifications or work statements and/or objectives.
- (3) Providing evaluation services.
- (4) Obtaining access to proprietary information.

(c) If a prime contractor or subcontractor breaches any of the OCCI restrictions, or does not disclose or misrepresents any relevant facts concerning its conflict of interest, the government may take appropriate action, including terminating the contract, in addition to any remedies that may be otherwise permitted by the contract or operation of law.

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 2015)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government 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 item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted,

and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) System for Award Management (SAM). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that

Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

(a) *Definitions.* As used in this provision—

"System for Award Management (SAM) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

“Registered in the System for Award Management (SAM) database” means that—

- (1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and
 - (2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
 - (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and
 - (4) The Government has marked the record “Active.”
- (b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

- (i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and Zip Code.
 - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of Provision)

252.204-7011 ALTERNATIVE LINE-ITEM STRUCTURE (SEP 2011)

- (a) Line items are the basic structural elements in a solicitation or contract that provide for the organization of contract requirements to facilitate pricing, delivery, inspection, acceptance and payment. Line items are organized into contract line items, subline items, and exhibit line items. Separate line items should be established to account for separate pricing, identification (see section 211.274 of the Defense Federal Acquisition Regulation Supplement), deliveries, or funding. The Government recognizes that the line item structure in this solicitation may not conform to every offeror's practices. Failure to correct these issues can result in difficulties in accounting for deliveries and processing payments. Therefore, offerors are invited to propose an alternative line item structure for items on which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract structure is economically and administratively advantageous to the Government and the Contractor.
- (b) If an alternative line item structure is proposed, the structure must be consistent with subpart 204.71 of the Defense Federal Acquisition Regulation Supplement and PGI 204.71. A sample solicitation line-item structure and a corresponding offer of a proposed alternative line-item structure follow.
- Solicitation:

Item No.	Supplies/Service	Quantity	Unit	Unit price	Amount
0001.....	Computer, Desktop with CPU, Monitor, Keyboard and Mouse.	20	EA

Alternative line-item structure offer where monitors are shipped separately:

Item No.	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001.....	Computer, Desktop with CPU, Keyboard and Mouse.	20	EA
0002.....	Monitor.....	20	EA

(End of provision)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)
TO BE COMPLETED AT THE DELIVERY/CALL ORDER LEVEL

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through

WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Invoice and Receiving Report (Combo)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

FOB Destination

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	TO BE COMPLETED AT THE DELIVERY/CALL ORDER LEVEL.
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

To be provided on individual delivery orders

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

To be provided on individual delivery orders

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENT 1

Attachment 1 -
Adobe JELA Price List

Attachment 2

Adobe Joint Enterprise License Agreement
Terms and Conditions

1. Period of Performance

The Blanket Purchase Agreement (BPA) base period of performance is one (1) year, with four (4) additional one (1) year options. Call orders executed will follow the period of performance on the BPA. Any call order executed during any period of performance will co-term with the ending period for the period they are in. The scope of the BPA covers Army, Air Force, Navy, Defense Information Systems Agency, Office of the Secretary of Defense, Joint Chiefs of Staff, Defense Health Agency, and Joint Service Provider and the Adobe products listed in the BPA. Mid-term enrollments (less than the full period of performance) will be prorated based on the duration of support provided. Organizations may join at any time during the period of performance and their delivery order will be pro-rated monthly based on the duration of license subscription and support provided.

2. Definitions

Enrollee: Any DoD Organization within the BPA scope that executes a call order. At the time a call order is executed, an organization will define the subordinated commands or division which comprise their Enterprise. The organizational definition will be included with every Enterprise delivery order.

Reseller: The contractor to whom the government awards the BPA.

User: Users include, but are not limited to: U.S Government civilian and military personnel, independent contractors, coalition forces, and others as required. All such Users who may use or access Adobe subscriptions will be subject to and bound by the terms and conditions of this Agreement.

3. Product Verification

All products provided under this agreement shall be subscription licenses which are configurable in a manner that will allow the product to be installed and remain fully functional and executable without the need to connect to the Internet, remote call to any Adobe/Reseller site, or require

notification of status. Reseller will provide technical support to ensure configuration meets this requirement.

4. Media

In addition to providing download capability for the Adobe products, the Reseller will make available copies of each version of media to each of the Agency Point of Contact (POC) and allow for each agency to duplicate and distribute the media as required to address installation in bandwidth or information security constrained environments. Such distribution of media will follow the order tracking process.

5. Subscription License De-Install

At the conclusion of the period of performance under an executed delivery order for any subscription that will not be renewed, the Enrollee will have the option to de-install the software license subscription and/or reinstall, via any method or technology, the version of the perpetual licenses previously owned or entitled from a previous agreement. The Enrollee is not required to physically de-install the software licenses from their IT platforms if they are migrating to a new Adobe Enterprise Agreement. For clarity, Enrollee is not required to remove any perpetual licenses that it has purchased under other agreements and/or previously owned.

6. Enrollee Data:

The Enrollee will provide data to Reseller pertaining to software asset management for use in the JELA. The data shall only be used in connection with the products provided under the terms of this JELA. Enrollee data shall mean any information collected from an Enrollee Site, and any information that Enrollee imports into the products covered by the JELA from its internal data stores or other sources not supplied by Adobe/Reseller. Enrollee data shall also include any material, such as audio, video, text, or images that is provided to Adobe/Reseller by the Enrollee or on the Enrollee's behalf in connection with Enrollee's use of the Products and Services for content delivery, digital publishing, targeted advertising or indexing. Enrollee Data is owned by Enrollee at all times, regardless of location at any point in time. Adobe makes no claim to any right of ownership in Enrollee data.

7. Transferability of JELA Product Licenses

Enrollees shall have the right, with notification to Adobe or its Authorized Resellers, to assign, reassign, or transfer software licenses or Enrollees' rights in the Products to other Enrollees at any time during the term. Enrollees are authorized to sublicense, assign or transfer the subscription rights between Users within a call order.

- a. Enrollees are authorized to sublicense, assign or transfer the license rights between Users within a delivery order. In the event an Enrollee is reorganized or restructured such that its responsibilities and operations are transferred to another Enrollee, the organization

shall have the right to assign or transfer the subscription licenses to the successor with prior notification to Adobe or its Authorized Reseller. Enrollee organizations which are parties to the transfer shall complete any required Adobe documentation required to facilitate the transfer of license and continuation of support. This provision does not apply to the Enterprise products including Acrobat Professional and AEM Forms.

8. Publicity/Advertisement

Adobe and the Reseller must obtain DISA approval prior to mentioning an Enrollee in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark, logo, symbols or other insignia denoting or an Enrollee. The Enrollee agrees to develop a Joint Communications Plan between Enrollees, the Reseller and Adobe. The Joint Communications Plan will include a Press Release for public notification, as well as approval of promotional materials intended to provide awareness to the Enrollees of the benefits available under the JELA.

9. Distribution of Acrobat DC and Creative Cloud Enterprise Software

As part of this Agreement the Reseller, working with Adobe, will make available the current Government approved version (32-bit and 64-bit) of Acrobat DC and Creative Cloud Enterprise Full as well as the prior two (2) versions of the software for download, so long as no version is more than five (5) years old. The software will be available for online download from a publicly accessible website with role-based permissions to ensure downloads meet contract terms and conditions. Physical media will be provided to Enrollees who cannot download software due to technical limitations. Each Enrollee will be responsible for providing the Reseller a list of authorized agents who are allowed to download and distribute copies of the software. The distribution of licenses and media is not to be construed as a manner for accounting for usage, nor part of any audit of usage.

10. Audit of Use

- a. General. Notwithstanding Adobe's audit provisions to the contrary, Enrollees may perform an internal audit of software use and will use its best efforts to keep full and accurate accounts that may be used to properly ascertain and verify numbers of licenses, users, or subscription parameters in use.
- b. Audit Procedure for Creative Cloud only.
 - i. Enrollees may perform an internal audit of software use and will use its best efforts to keep full and accurate accounts that may be used to properly ascertain and verify numbers of licenses, users, or subscription parameters in use. Upon Adobe/Reseller's written request, Enrollees may provide audit reports to Adobe/Reseller from Licensee's internal audit records as the sole means of satisfying Adobe/Reseller's requests for audit.

- ii. Audit requests are limited to no more than one per Period of Performance.
- iii. Adobe must provide a minimum of 30 days' written notice when requesting Enrollees to provide the results of an internal audit.
- iv. Enrollees shall use DoD tools, records, repositories or interviews at Enrollees' reasonable discretion to perform its internal audit. Each Enrollee's POC will meet with Adobe/Reseller and provide information about the approach and strategy utilized to conduct the audit and explain the business process and assumptions used to determine total user count.
- v. Audit results will be reported in a form agreed to between Adobe/Reseller and Enrollees for providing compliance information.
- vi. Audit results will be certified in writing by an appropriate Enrollee's POC designated by the Enrollee for such purposes.
- vii. At the Enrollee's option, audit results indicating Enrollee use is above license parameters will result in one of the following actions by DoD, at DoD's option:
 - 1. Enrollee shall reduce software use to license parameters within 60 days of reporting audit results; or
 - 2. Enrollee shall acquire additional licenses within 60 days of reporting audit results.

11. Product Warranties

Adobe warrants that the Products will function substantially as described in the Documentation for the ninety (90) day period following the date the Products are put into production provided that the Products are put into production within ninety (90) days of delivery of the Products. Therefore, all warranty claims must be made within One Hundred and eight (180) day from delivery of the Products;

- a. If the Products do not function substantially in accordance with the Documentation, the entire liability of Adobe and Customer's exclusive remedy shall be limited to either, at Licensor's option, the replacement of the Product or the refund of the license fee paid to Adobe for the Software.
- b. This is the sole remedy for breach of warranty.

12. Patent, Copyright, Trademark, and Trade Secret Protection

- a. Adobe/Reseller shall, at its expense, defend, indemnify and hold the Enrollee harmless from any suit or proceeding which may be brought by a third party against the Enrollee, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, or trademarks, or for a misappropriation of a United States trade secret arising out of performance of this Agreement (the "Claim"), including all licensed products provided by the Adobe/Reseller. For the purposes of this Agreement, "indemnify and hold harmless" shall mean the Adobe/Reseller's specific, exclusive, and limited obligation to (a) pay any judgments, fines, and penalties finally awarded by a court of competent jurisdiction, governmental/administrative body or any settlements reached pursuant to Claim and (b) reimburse the government for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The government agrees to give Adobe/Reseller prompt notice of any such claim of which it learns. The government has the sole authority to represent itself in actions brought against the government. The government may, however, in its sole discretion, and in accordance with US law, practice and procedure, including 28 U.S.C. § 516, delegate to Adobe/Reseller its right of defense of a Claim and the authority to control any potential settlements thereof. Adobe/Reseller shall not without the government's consent, and subject to 28 U.S.C. § 516, enter into any settlement agreement which (a) states or implies that the government has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the government to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the government to make a payment which Adobe/Reseller is not obligated by this Agreement to pay on behalf of the government. If the government delegates such rights to the Adobe/Reseller, the government will cooperate with all reasonable requests of Adobe/Reseller made in the defense and or settlement of a Claim. In all events, the government shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing at its own expense and without derogation of Adobe/Reseller's authority to control the defense and settlement of a Claim. It is expressly agreed by the Adobe/Reseller that, in the event it requests that the government to provide support to the Adobe/Reseller in defending any such Claim, Adobe/Reseller shall reimburse the government for all reasonably necessary expenses (including attorneys' fees, if such are made necessary by the Adobe/Reseller's request) incurred by the government for such support. If government does not delegate the right of defense to Adobe/Reseller, upon written request from the government, Adobe/Reseller will, in its sole reasonable discretion, cooperate with government in its defense of the suit, provided however, that Enrollee (i) shall not impair Adobe/Reseller's own rights, defenses, or claims against the claimant, (ii) shall not have the right to settle any claim, make any admissions, or waive any defenses on behalf of Adobe/Reseller; and (iii) shall in good faith reasonably cooperate and consult with Adobe/Reseller during the course of settlement negotiations and prosecution of the claim and shall afford Adobe/Reseller free access to all communications and documentations with all parties, witnesses, and judicial or administrative body(ies) associated with such claim upon Adobe/Reseller request.
- b. Subject to 28 U.S.C. § 516, if the right of defense of a Claim and the authority to control any potential settlements thereof is delegated to Adobe/Reseller, Adobe/Reseller shall

pay all damages and costs finally awarded therein against the government or agreed to by Adobe/Reseller in any settlement. If information and assistance are furnished by the government at Adobe/Reseller's written request, it shall be at the Adobe/Reseller's expense, but the responsibility for such expense shall be only that within Adobe/Reseller's written authorization.

- c. If, in Adobe/Reseller's opinion, the licensed products furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Adobe/Reseller's obligation to satisfy any final award, Adobe/Reseller may, at its option and expense, substitute functional equivalents for the alleged infringing licensed products, or, at the Adobe/Reseller's option and expense, obtain the rights for the government to continue the use of such licensed products.
- d. If any of the licensed products provided by Adobe/Reseller are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, Adobe/Reseller shall, at its own expense and at its option, either procure the right to continue use of such infringing products, replace them with non-infringing items, or modify them so that they are no longer infringing.
- e. If use of the licensed products is enjoined and Adobe/Reseller is unable to do any of the preceding set forth in item (e) above, Adobe/Reseller agrees to, upon notification of de-install of the licensed Products, refund to the government the unused License Term for the Products. The obligations of Adobe/Reseller under this Section continue without time limit and survive the termination of this Agreement.
- f. Notwithstanding the above, Adobe/Reseller shall have no obligation under this Section for:
 - i. modification of any licensed products provided by the government or a third party acting under the direction of the government;
 - ii. any material provided by the government to Adobe/Reseller and incorporated into, or used to prepare the product;
 - iii. use of the Software after Adobe/Reseller recommends discontinuation because of possible or actual infringement and has provided one of the remedy's under (e) or (f) above;
 - iv. use of the licensed products in other than its specified operating environment;
 - v. the combination, operation, or use of the licensed products with other products, services, or deliverables not provided by the Adobe/Reseller as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Adobe/Reseller did not provide;

- vi. infringement of a non- Adobe/Reseller product alone;
 - vii. the government's use of the licensed product beyond the scope contemplated by the Agreement; or
 - viii. the government's failure to use corrections or enhancements made available to the government by the Adobe/Reseller.
- g. The obligation to indemnify the government, under the terms of this Section, shall be the Adobe/Reseller's sole and exclusive obligation for the infringement or misappropriation of intellectual property. Adobe/Reseller's liability under this Section 5 shall be limited to the amount paid by Enrollee for the Products in the previous twelve (12) months.

13. Government Indemnification

The government does not have the authority to and shall not indemnify any entity. This provision shall not be construed to limit the government's rights, claims or defenses which arise as a matter of law or pursuant to any other provision of this Agreement.

14. Upgrades by Adobe

- a. Adobe may make frequent planned upgrades and updates to the Software accessed by Enrollees under this Agreement. Patches and fixes required for resolution of Information Assurance Vulnerability Assessment (IAVA), Zero-Day or other critical security issues require no advance notice to Enrollees.
- b. Adobe/Reseller will provide a 90-day written notification of all major version upgrades or updates. Enrollees are not obligated to accept software upgrades or updates especially if it requires hardware upgrades or purchase of new hardware.
- c. Adobe/Reseller will provide Enrollees with one year advance written notice of software end-of-life replacement. Enrollees may continue with the end-of-life software for the duration of the DoD JELA and not be obligated to migrate to the new software during this period. Enrollees will have the option to utilize both the end-of-life software and the new software within their enterprise.

15. Adobe's Intellectual Property

- a. Adobe owns or has the right to license the products being sold or licensed under this JELA.
- b. Adobe represents that, as of the Effective Date, to the best of its knowledge, it either owns or has the right to license the products to a Reseller who will extend license rights

to Enrollees. In the event of a breach of this representation, Enrollee's sole remedy and Adobe's sole obligation is intellectual property indemnity as provided in this JELA.

16. Grant of License Scope for Adobe Acrobat Professional and Adobe Experience Manager (AEM) Forms

The Enrollee will purchase the quantity of user licenses necessary to support their entire Enterprise installed base requirements. There will not be a reconciliation requirement for the duration of the JELA period of performance. Adobe/Reseller grants the Enrollees of this Agreement the right to use Adobe Acrobat Professional and AEM Forms for Enterprise users across the Enrollees' organization as defined in the call order. The Enrollees of this contract may view, author and derive an unlimited number of recipients, internal and external to the government, so long as such use is for official government business of the Enrollee.