The purpose of this modification is to change the Contractor point of contact (POC) from Sheryl McCurnin/Paul Shipe to Amy Kosatka, the Contracting Officer to Lisa Cravens, the Contract Specialist to Melanie Reinhardt, and the Pay Official DoDAAC to HQ0810.

A) Points of Contact clause 52.204-9000 has been revised to reflect Amy Kosatka as the Contractor POC.

B) Points of Contact clause 52.204-9000 has been revised to reflect Lisa Cravens as the Contracting Officer and Melanie Reinhardt as the Contract Specialist.

C) The Pay/Disbursement Office DoDAAC has been changed from HQ0131 to HQ0810.

D) All other terms and conditions remain unchanged.
SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The 'Payment will be made by' organization has changed from
DFAS-CO/JAQBAC WAWF HQ0131
HTTPS://WAWF.EB.MIL/
COLUMBUS OH 43213

to
DFAS COLUMBUS HQ0810
ATTN HQ0810
PO BOX 182317
COLUMBUS OH 43218-2317

The contractor organization has changed from
CARAHSOFT TECHNOLOGY CORP.
IN CARE OF CDW GOVERNMENT LLC
230 N. MILWAUKEE AVE
VERNON HILLS IL 60061
SHERYL MCCURNIN
to
CARAHSOFT TECHNOLOGY CORP.
IN CARE OF CDW GOVERNMENT LLC.
230 N. MILWAUKEE AVE
VERNON HILLS IL 60061
AMY KOSATKA

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

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 Carahsoft’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, Carahsoft 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 with $194.8 million ceiling. 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.


8.1 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)/PL8413
      2300 East Drive
      Scott Air Force Base, IL 62225-5406

      POC: Lisa Cravens / Contracting Officer
      Phone: (618) 418-6295
      Email: lisa.o.cravens.civ@mail.mil

      POC: Melanie Reinhardt / Contract Specialist
      Phone: (618) 418-6032
      Email: melanie.m.reinhardt.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: Amy Kosatka, Program Manager
      Contractor phone number(s): 703-262-8053
      Contractor POC email: amykosa@cdw.com
      Payment terms: WAWF
Remit-to address: 230 N Milwaukee Ave, Vernon Hills, IL, 60061-1577

Sales Point of Contact:
Sales POC name: Julie Kapellusch
Sales Toll Free phone number(s): 877-366-3479
Sales Phone: 847-968-9697
Sales POC email: adobejela@cdwg.com

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:
      Sales POC name: Julie Kapellusch
      Sales Toll Free phone number(s): 877-366-3479
      Sales Phone: 847-968-9697
      Sales POC email: adobejela@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

The following have been modified:
52.204-9000  POINTS OF CONTACT (AUG 2005)

Contracting Officer
Name: Lisa O. Cravens
Organization/Office Symbol: DISA/DITCO-PL8413
Phone No.: (618) 418-6295
E-Mail Address: lisa.o.cravens.civ@mail.mil

Contract Specialist
Name: Melanie M. Reinhardt
Organization/Office Symbol: DISA/DITCO-PL8413
Phone No.: (618) 418-6032
E-Mail Address: melanie.m.reinhardt.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: Amy Kosatka
E-Mail Address: amykosa@cdw.com
Phone Number: 703-262-8053

(End of clause)

(End of Summary of Changes)