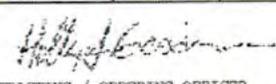


**ORDER FOR SUPPLIES OR SERVICES**

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. <b>M67854-12-A-4701</b>				2. DELIVERY ORDER/ CALL NO.		3. DATE OF ORDER/CALL 2012 May 23		4. REQ./ PURCH. REQUEST NO.		5. PRIORITY <b>D0 A7</b>	
6. ISSUED BY MARINE CORPS SYSTEMS COMMAND PG10 ATTN: KIM COX-STREETS 2200 LESTER ST. QUANTICO VA 22134			CODE <b>M67854</b>		7. ADMINISTERED BY  <b>SEE ITEM 6</b>			CODE		8. DELIVERY FOB <input type="checkbox"/> DEST <input checked="" type="checkbox"/> OTHER  (See Schedule if other)	
9. CONTRACTOR SOETCHOICE CORPORATION <b>(b) (6)</b> 314 W SUPERIOR ST STE 301 CHICAGO IL 60654-3538			CODE <b>3DH15</b>		FACILITY		10. DELIVER TO FOB POINT BY (Date) <b>SEE SCHEDULE</b>		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
							12. DISCOUNT TERMS Net 30 Days		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15		
14. SHIP TO  <b>SEE SCHEDULE</b>			CODE		15. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER (M67443) MARINE CORPS VENDOR PAY ATTN - KANSAS P.O. BOX 369022 COLUMBUS OH 43218-9022			CODE <b>M67443</b>		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER	DELIVERY/ CALL	This delivery order/call is issued on another Govt. agency or in accordance with and subject to terms and conditions of above numbered contract.									
	PURCHASE	Reference your quote dated Furnish the following on terms specified herein. REF:									
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE											
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT
		<b>SEE SCHEDULE</b>									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.		24. UNITED STATES OF AMERICA TEL: 703-784-6520 EMAIL: Holly.goodson@usmc.mil BY: HOLLY L GOODSON						 CONTRACTING / ORDERING OFFICER		25. TOTAL	
		26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED  DATE _____ SIGNATURE OF AUTHORIZED GOVT. REP. _____		27. SHIP NO.		28. DO VOUCHER NO.				29. DIFFERENCES	
36. I certify this account is correct and proper for payment.  DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____						<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER	
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. SR ACCOUNT NO.		42. SR VOUCHER NO.	

## Section A - Solicitation/Contract Form

**DESCRIPTION OF THE REQUIREMENT**

The purpose of this Blanket Purchase Agreement (BPA) is to procure Microsoft brand name software licenses and software support (known as Software Assurance (SA)) through 2015 for the Department of the Navy (DON). The licenses and SA must be compatible and interoperable with existing DON hardware and technology equipment. The maximum dollar value, including the base period and two option periods is \$700,000,000.

This BPA is in accordance with the Contractor's General Services Administration (GSA) schedule; contract number GS-35F-0196M.

**BPA TERMS AND CONDITIONS**

Pursuant to the Federal Acquisition Streamlining Act, the Department of Navy (DON) and the Contractor enter into a Blanket Purchase Agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule (FSS) Contract GS-35F-0196M.

Attachments and Exhibits incorporated into the BPA are:

Attachment A: Reserved

Attachment B: Product List (Section B Prices)

Attachment C: Enrollment Forms

Attachment D: Microsoft Federal Product Use Rights April 2012

Exhibit 1: Contract Data Requirements List (CDRL) 1423-1 0001 USMC Monthly Report

Exhibit 2: Reserved.

Exhibit 3: CDRL 1423-1 0003 Navy Monthly Report

Exhibit 4: CDRL 1423-1 0004 Navy Next Generation Enterprise Network (NGEN) Software Order Detail Report

**POINTS OF CONTACT****Government:****Contracting Officer (PCO) (Pre-Award):**

Holly L. Goodson

Marine Corps Systems Commanand (MCSC)

[holly.goodson@usmc.mil](mailto:holly.goodson@usmc.mil)

**Contracting Officer (PCO) (Post-Award):**

Spencer Sessions

Department of Navy - Enterprise Software License (DON ESL)

[spencer.sessions@navy.mil](mailto:spencer.sessions@navy.mil)

**Contract Specialist (Pre-Award):**

**Kimberly Cox-Streets**

MCSC PG10

Information Systems and Infrastructure (ISI)

[kimberly.cox-streets@usmc.mil](mailto:kimberly.cox-streets@usmc.mil)

**Contract Specialist (Post-Award):**

Department of Navy - Enterprise Software License (DON ESL)

Rezzan Erten

[rezzan.erten@navy.mil](mailto:rezzan.erten@navy.mil)

**Contracting Officer's Representative (COR):**

Patricia Lyons  
MCSC PG10  
Information Systems and Infrastructure (IS1)  
[patricia.lyons@usmc.mil](mailto:patricia.lyons@usmc.mil)

**Contractor:**

(b) (6)

**A. SCOPE**

**1. Scope of Ordering: Ordering Entities**

**1.1** This BPA is open for ordering by DON. Pursuant to Joint Publication 1-02, Department of Defense Dictionary of Military and Associated Terms, as amended through 15 July 2011, the DON is defined as the executive part of the Department of the Navy at the seat of government; the headquarters, US Marine Corps; the entire operating forces of the United States Navy and of the (USMC, including the Reserve Components of such forces; all field activities, headquarters, forces, bases, installations, activities, and functions under the control or supervision of the Secretary of the Navy; and the US Coast Guard when operating as a part of the Navy pursuant to law. This definition shall apply whenever the term "Department of Navy," "DON," and/or "DON Activity" are used in this BPA.

**1.2** GSA or other applicable ordering organizations/agencies are authorized to place orders under this BPA on behalf of the DON.

**1.3** Government contractors performing work for the DON may order on behalf of and for the benefit of the DON if authorized by their cognizant Contracting Officer in accordance with the requirements of Federal Acquisition Regulation (FAR) 51, Use of Government Sources by Contractors, and/or Defense Federal Acquisition Regulation Supplement (DFARS) 251, Use of Government Sources by Contractors, as appropriate.

**1.4** The above may collectively be referred to as "Ordering Entity" or "Ordering Entities." Any reference within this document to either shall be deemed to refer to any and/or all of the entities listed in paragraphs 1.1 through 1.3.

**2. Scope of Use**

This BPA includes Microsoft brand name software licenses and software maintenance (known as Software Assurance (SA)) required by the DON to support the warfighter and the mission. The DON utilizes Microsoft software in the majority of the Information Technology (IT) hardware (servers, desktop, laptop, and other end-user devices) that comprise its IT infrastructure today. Software offered through this EA will meet the functional requirements and capabilities in the following categories: Business Solutions, Client Access Licenses, Developer Tools, Management Tools, Office Applications, Operating Systems, Server Software, Software Assurance, and Utility.

## **B. ENROLLMENT TERMS AND CONDITIONS**

1. **Structure.** This is a volume licensing program for the DON to acquire Microsoft software. The prices in this BPA recognize all DON activities that are authorized to order under this BPA as defined in the T&C's Section A as an Enterprise. Any reference to "DON", "agency", or "affiliate" in this document means any entity that falls within the scope of this agreement, as defined in Paragraphs A.1.1.1-1.3 of this document.

The DON Enterprise will consist of separate Enrollments as listed in Attachment C. It is the intent of the DON to transition upon the expiration of the existing contract (and not at the time option renewal is due). The DON reserves the right to transition to the new BPA if in reviewing option exercises it is determined that the new agreement is more favorable. The DON intends to require the transition of DON Microsoft licenses and Software Assurance from current contracts and orders placed by or on behalf of DON activities to this BPA as existing coverage periods expire or if licenses are transferred to DON ownership. Future purchases of Microsoft software and Software Assurance within the DON will be made under the applicable Enrollment. Each of the DON Enrollments will include its own product mix and start date of the Enrollment. Certain DON activities have existing Enrollments under activity-specific EAs. If continued coverage is determined to be a requirement at the time of expiration, the products within these existing EAs will transition to this DON agreement under the appropriate Enrollment when current coverage expires.

To facilitate this transition, any purchase of Microsoft software or renewal of Software Assurance under any of the items included in the DON Microsoft EA will activate the applicable Enrollment listed in Attachment C. Such purchases need not include Desktop Configurations to be considered an Enrollment. Once an initial purchase of software or Software Assurance activates an Enrollment, all entities under that Enrollment are considered Enrolled Affiliates. All Enrolled Affiliates will use the assigned Enrollment number on all subsequent purchases and renewals. The program terms and conditions specified herein will apply to all purchases under this DON Microsoft EA.

2. **Enrollment Period.** This volume discount offering is available to the DON between the date of award and 31 May 2015. This is the Open Enrollment Period for the BPA. DON activities may enroll new software purchases and renewals of Software Assurance during this period. The coverage period for all Enrollments will co-terminate on 31 May 2015.

## **C. DEFINITIONS:**

**End of Life:** An end-of-life component is an obsolete component that has been set to the end-of-life state. A component is set to end-of-life rather than deleted, so that it remains available for use with existing configurations and can fulfill the dependencies of existing components.

**Enrollment:** The document that the Government Ordering Office submits under the Microsoft Enterprise Agreement to place an initial order for an Enrolled Affiliate.

**Enrolled Affiliate:** An entity, either an Agency or Agency affiliate, for which the Government orders licenses under an Enrollment under the Microsoft Enterprise Agreement.

**Qualified Desktop:** Any personal desktop computer, portable computer, workstation, or similar device that is used by or for the benefit of an Enrolled Affiliate or any Agency Affiliate included in its Enterprise and that meets the minimum requirements for running any of the Enterprise Products. Qualified Desktops do not include: (1) any computer that is designated as a server and not used as a personal computer, (2) Industry Devices, or (3) any device running an embedded

operating system (e.g. Windows Vista for embedded, Windows XP embedded) that does not access a Windows virtual desktop infrastructure.

#### **D. GENERAL TERMS AND CONDITIONS**

1. All orders placed against this BPA are subject to the terms and conditions of the underlying FSS Contract against which this BPA is awarded. The items on this BPA are set forth in Attachment B, Product and Price List. License terms and conditions applicable to products acquired under this BPA are defined in the Microsoft License Agreement / Product Use Rights (PUR) to be included as Attachment D.

The Order of Precedence for resolving any inconsistency between the PUR and the GSA contract terms shall be as specified in the GSA contract's clause FAR 52.212-4 Contract Terms and Conditions—Commercial Items (Jun 2010). The provisions of FAR 52.212-4, as required by Federal law, shall prevail over any terms of the PUR. The provisions of this BPA document shall take precedence over any terms of the PUR.

2. **Extent of Obligation.** The Government estimates, but does not guarantee, that the volume of purchases through this Agreement will be \$700M. The Government is obligated only to the extent of authorized purchases actually made under this BPA. There is no minimum order guarantee.
3. **Funds Obligation.** The BPA does not obligate any funds. Funds will be obligated on each delivery order.
4. **Blanket Purchase Agreement Term.** The BPA includes a base year ordering period and two one-year options to permit additional ordering.

Base Year:	01 June 2012 – 31 May 2013
Option Year 1:	01 June 2013 – 31 May 2014
Option Year 2:	01 June 2014 – 31 May 2015

The BPA term is contingent upon the Contractor maintaining or renewing a GSA FSS Schedule. In the event the Contractor's GSA 70 schedule contract specified herein is canceled or expires and a new GSA 70 schedule contract is awarded, this BPA shall automatically transfer to the new GSA 70 schedule contract to the extent the new schedule contract includes the same scope and items as the canceled or expired GSA contract.

The Government is under no obligation to exercise any options contained in this BPA or any order resulting from this BPA. Each option is considered severable, is subject to FAR Clause 52.217-7 Option for Increased Quantity – Separately Priced Line Item (Mar 1989), and may only be exercised by the unilateral determination of the Government Contracting Officer based on the best interests of the Government and the availability of funds. If the agreement term is not extended at the end of the base period or any option period, the Government will retain a perpetual use right to the then-current commercial version of any Microsoft license that has been paid in full under this Agreement

- 5. Rights of Survivorship of the Agreement.** This Agreement shall survive unto the Contractor, its Successor, rights and assigns. The software and Agreement Terms and Conditions as covered under this Agreement shall survive this Agreement notwithstanding the acquisition or merger of the Contractor by or with another entity. Any software name changes, repackaging 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 to the Government.
- 6. Enrollment Termination Provisions.** Terminations are applicable to specific enrollments and do not affect any enrollment not otherwise terminated. Any terms of this agreement applicable to any enrollment not otherwise terminated will continue in effect with respect to that enrollment. Use of the word "termination" in this document includes the Government's unilateral right to not exercise an option.

**6.1 Termination of an enrollment.** The word "termination" as used in these "Enrollment Termination Provisions" includes all situations where the Government elects to not make an installment payment, i.e. does not exercise an option. The government may terminate an enrollment for convenience. Either party to an enrollment may terminate if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay amounts owed (even if such nonpayment is caused by non-appropriation of funds to an Enrolled Affiliate). For terminations that are due to a material breach, the terminating party must give the other party 30 days notice and opportunity to cure except where the breach is by its nature not curable within 30 days. If an Enrolled Affiliate ceases to be an affiliate of the agency, the agency must promptly notify the Contractor of this fact, and the enrollment may be terminated.

**6.2 Effect of termination or expiration on Software Assurance.** If the enrollment being terminated is for renewal of Software Assurance, the effect of termination is that said Software Assurance coverage will cease on the anniversary date of the enrollment, when payment for the option year would otherwise have been due. No termination charges apply and payment for Software Assurance coverage beyond the termination date is not required. The Enrolled Affiliate will retain 100% of the licenses that existed at the inception of the Agreement. In addition, the enrollee receives the right, for products covered in the renewal enrollment, to deploy any and all upgrades that became commercially available during the coverage term for which payment was made in full.

#### **E. SOFTWARE LICENSE TERMS AND CONDITIONS**

- 1. Software License.** Software licenses purchased under this BPA are perpetual software licenses subject to the terms of this BPA, the licensing provisions of the PUR and the terms of the Contractor's GSA Schedule. The PUR that is in effect at the time of BPA issuance is included as an attachment to the BPA for reference purposes. Enrollments established under this BPA shall be subject to the version of the PUR in effect at the time each Enrollment is made. All Orders issued under an Enrollment shall be subject to the same PUR. Future purchases of products under existing Enrollments may be subject to new versions of the PUR as new products are introduced. However, such new versions may not provide for detrimental changes in use rights (as determined by the Government) to those stated in the PUR in effect during the term of an existing Enrollment. Refer to the GSA Schedule and PUR for a full explanation of which use rights apply. Microsoft makes regular updates to the PUR and the Ordering Officer is responsible for

determining applicability and obtaining a copy of the PUR that is current at the time an order is issued.

## 2. Software Distribution.

**2.1 Media and Documentation:** License prices do not include Media and Documentation that may be required for installation of the software. Media and Documentation may be purchased under individual CLINs, if required. Within 7 days of receipt of the order, the contractor will provide hard copy media and documentation if the CLINS for those items are designated on the delivery order. If hard copy media is ordered, the Contractor will include license and product key information with the delivery. More expedient delivery terms may be proposed on individual orders, and are encouraged. Deliveries will be made to the address specified on the delivery orders issued against the BPA.

**2.2 Subscription Processing:** The Contractor shall process subscription orders on-line within 7 days of order acceptance.

**2.3 Software Download.** The Contractor shall provide a website for accessing and downloading software and documentation electronically within 30 days of the acceptance of this Agreement. This site may include the Microsoft Volume Licensing Service Center – VLSC site or other appropriate site to manage product downloads, product keys, and Software Assurance benefits. The Contractor shall provide the COR access to this site and to all enrollments under this Agreement for BPA management. The Contractor shall also provide access to each identified point of contact for each enrollment as designated by the COR.

**2.4 Purchase Transparency.** If software disks or downloads contain additional product options that were not part of the original product ordered and were not identified by the Contractor in advance, the Government shall not be charged for downloading such products. If a download is executed for any product and usage is recorded in a production environment, the downloaded software that has been used will be included in the annual usage report.

**2.5 Comprehensive Subscription Kit.** The Enrollment POC may request a no charge comprehensive subscription kit for desktop software at the time of Enrollment activation. This subscription is managed by Microsoft and sent via US mail to the designated government point of contact for receipt of media. Media is updated quarterly and contains product updates, new versions, or service releases. The subscription kit does not apply to enrollments with SA only, additional media copies if required, or to Additional Products on the BPA.

- 3. Product Key Activation.** The contractor shall provide step by step process instructions for all software key activations, including Token Based Activation (TBA), Key Management Service (KMS), Multiple Activation Key (MAK), and License Agreement/Product Use Rights related to activation on its website. Instructions must also include the process for distribution and management of the keys, length and time required to activate keys, script(s) or code(s) required, delivery methods (i.e. via VLSC portal, hard copy), and key management/tracking tools for all CLINs.

**3.1 Token Based Activation.** Notwithstanding anything to the contrary in this Agreement or the License Agreement/Product Use Rights, as a method of mandatory activation, each Enrolled Affiliate may activate products that it orders from the Contractor under this Agreement using a cryptographic license package, consisting of a token issuance license and associated license files (“License Package”). These packages will be issued for each product to the Enrolled Affiliate

for the purpose of activation of such product, provided that Enrolled Affiliate (a) protects the License Package using all reasonable security measures (for example encryption, access control lists, and marking any associated certificates, tokens and files as non-exportable); (b) agrees that a failure to properly secure the License Package will be considered a material breach; and (c) acknowledges that it may be required to use a new License Package for significant updates or releases of previously activated products.

**3.2 Multiple Activation Key (MAK) Activation.** The contractor shall provide the quantity of MAK [keys] that equals the number of software licenses purchased. The specific product keys will be made available through the VLSC site.

4. **Re-imaging rights.** If an Enrolled Affiliate has licensed products from an original equipment manufacturer (OEM), through a retail source or under any Microsoft program other than this Enterprise Agreement program, it may use copies made from the media provided under this Enterprise Agreement enrollment in place of any copies made from the media provided through that separate source, so long as it complies with the following restrictions.

4.1 The Enrolled Affiliate must have obtained a separate license from the separate source for each copy being replaced.

4.2 The product, language, version and all components (in the case of product suites, such as Office) of the copies made from the media provided under an enrollment must be identical to the product, language, version and all components of the copies they replace.

4.3 In the case of copies licensed from an original equipment manufacturer (OEM) or through a retail source, in addition to the other conditions outlined in this subsection, the product type (e.g. upgrade or full license) of the copies made from the media provided under an enrollment must be identical to the product type of the copies they replace. However, an Enrolled Affiliate may use copies of a desktop operating system made from the media provided under the enrollment in place of copies of the same desktop operating system obtained from a separate source, even though they may be of different types (i.e. one may be an upgrade and the other a full license), provided that the product, language and version are identical.

The use of any copies made under this subsection is subject to the terms and use rights provided with the copies being replaced, and nothing in this section creates or extends any warranty or support obligation.

5. **Transfer Rights: Government to Government.** The transfer rights granted in the Microsoft License/Product Use Rights are clarified to permit the transfer of fully paid perpetual Licenses from an agency of the U.S. Government to another agency of the U.S. Government which includes the right to transfer among DoD Agencies as well as among DoD components within Agencies. Transfer is also permitted from a U.S. Government agency to an unaffiliated third party in connection with (i) a privatization of the government agency or of an operating division of an Enrolled Affiliate or one of its government agency affiliates, (ii) a reorganization, or (iii) a consolidation. Restrictions on transfers are stated in the PUR. Transfers will be accomplished using the procedures described in the PUR.
6. (RESERVED)
7. **License copies for training, evaluation, research and development (including Research Labs) and back-up.** During the term of the enrollment, each Enrolled Affiliate and any agency affiliate included in its enterprise shall be licensed to (i) run up to 20 complimentary copies of any additional product in a dedicated training facility on their premises; (ii) run up to 10 complimentary copies of any product for a 60 day evaluation period; (iii) run complimentary copies of any product licensed under the Enrollment on 1% of the Enrolled Affiliates qualified

desktops for research and development purposes, test and evaluation, certification and accreditation; and (iv) make and retain one complimentary copy of each licensed product for back-up or archival purposes for each of their distinct geographic locations.

**8. (RESERVED)**

**9. Temporary Use of Software During Times of Conflict.** During Temporary Expeditionary Deployments ("TEDs"), an Enrolled Affiliate during the term of this Agreement may temporarily deploy and install or use on, or access from qualified desktops or servers, the Standard Desktop Configuration, Enhanced Desktop Configuration (Microsoft Professional Desktop), Enhanced Desktop with SQL Configuration, or Enhanced Desktop with Enterprise CAL Configuration, and the additional products, all listed in Attachment B (the "Software") on an unlimited number of qualified desktops or servers being used as part of the TEDs ("Temporary Use"). For purposes of this subsection, the term "Temporary Expeditionary Deployments" or "TEDs" shall refer to any number of software licensed products enrolled under this Agreement which may be used at no additional cost by the Enrolled Affiliate. The coverage will extend to deployments away from in-garrison locations (any military post or government office where troops or civilian government personnel are at a permanent location), deployment locations in support of war games, exercises, real world contingencies, and emergency situations similar to the terrorist attacks on 9/11/01 where temporary duty stations were needed due to the destruction of government offices. Each Enrolled Affiliate will make a record of the count of each category of license used while deployed and the period of use. After the TED and upon request, the count and duration information, but not the deployed location information, will be provided to the Contractor for auditing purposes. Such Temporary Use of the software is limited to a period equal to the length of the TED or six (6) months, whichever is shorter ("Temporary Use Period"), unless a different time period is agreed to in writing by the Contractor. At the end of the six month period or as mutually agreed to, the Enrolled Affiliate will provide a written certification that the licenses are either no longer in use or payment has been made under this Agreement. The Enrolled Affiliate agrees to use the products in accordance with the terms contained in this Agreement and the applicable version of the PUR. If the Enrolled Affiliate requires use of the Software beyond the Temporary Use Period and Microsoft has not approved such extended use, the Enrolled Affiliate shall purchase the products in accordance with the pricing terms of this Enterprise Agreement.

**10. Government Furnished Equipment (GFE) Non-Portable Computer Use Rights.** DoD has adopted a Teleworking Policy which implements the requirements of Section 359 of Public Law No. 106-346, which requires each Executive Agency to establish a policy under which eligible employees of the agency may participate in teleworking to the maximum extent possible without diminished employee performance. Each Enrolled Affiliate shall have the right to grant to those persons participating under the DoD Teleworking Policy and who have been issued a GFE non-portable desktop in lieu of portable computer, the portable use rights under the applicable PUR. The portable use rights will apply to such GFE desktop or to a portable computer but not both.

**11. Copies necessary for internal deployment.** Contractor shall provide instructions for distribution capabilities inherent to the software or, if distribution tools are not inherent to the software, Contractor shall provide a recommended list of electronic distribution tools. The Government may make as many copies of the products licensed under the enrollment as necessary to distribute the products to the users within its enterprise. All copies of any product must be true and complete copies (including copyright and trademark notices) and be made from CD-ROMs, disk sets or a network source, acquired from or made available by a Microsoft approved fulfillment source for that product. The Government may also have a third party make and distribute copies in its place, but the Government is responsible for third-party actions to the

same extent it would be if the third party were its employee. The Government will make reasonable efforts to make employees, agents and other individuals running a product aware that the product is licensed from Microsoft and may only be run or transferred subject to the terms of this Agreement and the PUR.

The Government will not be required to inventory and report those copies of licensed products used to distribute products to the users within its enterprise. The Government's business practices may result in duplicate licenses on two devices to support updates to the enterprise, e.g. replacement of equipment due to end of service/end of life. In cases where the Government needs to replace end-user hardware as a result of technology refresh or a malfunctioning desktop, a duplicate license shall be permitted (for no more than 30 days) by the Contractor in both the existing and new device, as long as only one copy of the license is distributed to a user and in-use within the enterprise.

12. **Functionality Replacement.** If the form, fit, or functionality contained in any licensed products acquired hereunder is substantially reduced or if the product is replaced, and/or the Contractor, provides this same or substantially similar functionality as a separate or renamed product, then the DON is entitled to license such software at no additional license or maintenance fees. However, throughout the term of this Agreement, the Contractor will provide Software Assurance benefits through the end of the BPA.
13. **Relocation / Reassignment.** Government units and their associated software are frequently deployed world-wide and software may be reassigned to a different command or unit at a site other than the original ship-to site. The contractor will not require the Government to notify the contractor of the relocation or reassignment. In the interest of security, the Government will not provide machine names or IP addresses.
14. **Publically Available Products.** Notwithstanding anything to the contrary in this Agreement or the PUR, per Enrolled Affiliate's request, and for the term of the enrollment, Enrolled Affiliate is authorized to re-image currently free and publicly available Microsoft products for download. These downloads are not Volume Licensing products and the use of such downloads is subject to their respective End User License Agreements. This subsection does not create or extend any warranty or support obligation. All other provisions of the Agreement and the applicable PUR remain in full force and effect.
15. **Software End-of-Life Requirements.** If the Contractor or Microsoft desires to change the date of support discontinuation of an application version, the Contractor shall notify the Contracting Officer and COR at least 180 days prior to the change. The Contractor shall work with the Government to provide technical support to ensure current versions of the application(s) function properly, per the Microsoft Lifecycle Support Policy.
16. **Proof of License.** The Contractor's purchase invoice constitutes proof of license. The Contractor shall submit an invoice to the designated POC listed in the order and furnish a duplicate to the Enrollment POC. If requested by the Government, the Contractor shall provide a License Confirmation Certificate.
17. **Verifying Compliance.** The DON will keep records relating to the products the DON and its affiliates use under these enrollments. Microsoft has the right to verify compliance with the PUR, at any time at Microsoft's expense. To the extent permitted by applicable law, to verify compliance, and upon notification by Microsoft, the DON will conduct the verification within 30 calendar days and certify as to the accuracy and completeness of the results. As an alternative, Microsoft can require the DON to complete Microsoft's self-audit questionnaire relating to the products the DON and any of the DON's affiliates use under the PUR, but reserve the right to use a verification process as set out above. If the DON undertakes verification and there is a licensed shortage determined, Microsoft shall use the information obtained in compliance verification only

to enforce its rights and to determine whether the DON is in compliance with the terms and conditions of the PUR. By invoking the rights and procedures described above, Microsoft does not waive its rights to enforce the agreement or to protect its intellectual property by any other means permitted by law. If verification or self-audit reveals any unlicensed use, the DON will promptly order from the Contractor sufficient Licenses to cover such use. If unlicensed use is found, Enrolled Affiliate must reimburse Microsoft for the costs Microsoft has incurred in verification, if any, and acquire the necessary additional Licenses and applicable Software Assurance (if desired) from the date of the first use within 30 calendar days, to the extent permitted by 31 U.S.C. 1341 (Anti-Deficiency Act) and other applicable Federal law.

#### F. SOFTWARE ASSURANCE / MAINTENANCE TERMS AND CONDITIONS

1. Throughout the term of this BPA, participants automatically qualify as members of Microsoft's Software Assurance (SA) Membership program when they purchase Desktop Configurations, Additional Products, or Software Assurance Renewal Products provided that SA is maintained. The term of Software Assurance that is included with the purchase of new licenses is from the date of purchase through 31 May 2015. Renewals of Software Assurance include one year of coverage with a final coterminous end date of 31 May 2015.

SA membership entitles participants to special benefits. These benefits may be subject to additional terms and conditions, which are outlined in the current PUR (Attachment D). Software Assurance includes, but is not limited to, the benefits listed below. In addition to the general descriptions detailed herein, the DON is entitled to all benefits included in Microsoft's standard commercial Software Assurance offering. Future Software Assurance benefits that become available during the term of the DON BPA will be made available to the DON at no additional cost.

In accordance with Appendix 1 of the PUR (Attachment D) Software Assurance benefits include the following:

- **Deployment Planning Services** - to include Desktop, SharePoint, Lync & Exchange, Private Cloud, Management and Virtualization, SQL Server, Developer Tools, and Public Cloud/Azure.
- **Windows 7 Enterprise Upgrade** – allows for use of Windows 7 Enterprise in place of Windows 7 Professional
- **Training Vouchers** – these vouchers entitle customers to receive courses from Microsoft Certified Partners with a Competency in Learning Solutions (CPLS) for a specific number of training days.
- **E-Learning** (includes Applications, Systems & Servers) – on-line learning options for these products that is equal to the number of licensed copies of qualifying products.
- **Step-Up License Availability** – allows migration from a lower level edition to a higher level edition of certain products as defined in the PUR.
- **Home Use Program** (Office, Visio, Project, & SharePoint Designer) – Customers who are users of the licensed qualifying applications may acquire a single license for the corresponding Home Use Program software to be installed on one home computer.
- **24x7 Problem Resolution Support** – provides assistance for problems with specific symptoms encountered while using Microsoft products, where there is a reasonable expectation that the problems are caused by Microsoft products.

- **TechNet Plus Direct** – this provides IT professionals with access to TechNet Plus Direct content that includes the Microsoft Knowledge Base, technical training, downloads, security patches, service packs and how-to articles.
  - **TechNet Subscription** – Customers owning qualifying products are eligible for TechNet support during the term of their SA coverage. This provides IT professionals with answers to technical questions from industry colleagues.
  - **Cold Back-up for Disaster Recovery** – customers with qualifying server products and related Client Access Licenses are eligible for complimentary server licenses for those products for disaster recovery (DR) purposes.
  - **License Mobility** – lets customers move certain on-premise licenses to third party shared servers.
  - **Extended Hotfix Support** – a benefit for older software versions that have transitioned from Mainstream to Extended Support. (some fees apply)
2. **Microsoft Volume Licensing Service Center – VLSC.** Software Assurance benefits are managed through the Microsoft Volume Licensing Service (VLSC) website located at <https://www.microsoft.com/licensing/servicecenter/Home.aspx?>
  3. **Notification of Upgrades and Fixes.** Throughout the duration of the Agreement, the Contractor shall provide notice of software version upgrades, updates, and patch releases on the contractor web site and notify the Contracting Officer's Representative (COR) via email at least 30 days in advance of implementation.
  4. **Upgrades.** While Software Assurance grants users the right to upgrades and updates, Enrolled Affiliates must request such upgrades at no cost through their identified ordering processes.
  5. **Home Use Programs.** The Home Use Program shall continue for the term of the Agreement subject to the PUR. The DON shall not be responsible for tracking software loaded on covered employees' home computers or for any violations of the Home Use Program included in the DON-wide BPA by covered employees. Proper use of the benefits of the Home Use Program shall be the sole responsibility of the employee. Employees shall have full license rights associated with the Home Use Program subject to the applicable End User License Agreement. The DON will undertake reasonable efforts to ensure that employees are notified of the Microsoft provisions concerning the Home Use Program. For additional information regarding Home Use Program please see following Web site: [http://www.microsoft.com/licensing/programs/sa/productivity/home\\_use\\_rights.msp](http://www.microsoft.com/licensing/programs/sa/productivity/home_use_rights.msp)
  6. **Training Vouchers.** Vouchers are earned through the purchase of licenses and can be used to attend classroom training. The Contractor will assure that the websites on VLSC to register for this training are accurate and continuously updated.
  7. **(Reserved).**
  8. **(Reserved)**
  9. **Benefits Administrator.** The Government will designate a Software Assurance Benefits Administrator for each enrollment. The Contractor shall provide these Administrators access to view all benefits assigned, including the ability to download software and product keys from the VLSC website. In addition, the Contractor will assign a Software Assurance Benefits Specialist who can assist the Government with any questions concerning SA. The Contractor shall assure continuous and accurate updates of the VLSC site whenever a part number, product description, benefit, product key, training source or other change is made by Microsoft.

## **G. PRODUCT PRICING**

1. **Pricing Terms.** Attachment B provides all BPA products and prices. Prices shall not escalate and are not subject to upward adjustment during the term of the BPA. The prices on the BPA will be reviewed annually in accordance with FAR 8.405-3 to determine whether a reduction is appropriate per the provisions of this Agreement. The prices under this BPA shall be at least as low as the prices that the Contractor has under any other contract instrument under like terms and conditions. Note that contracts with minimum purchase amounts or definitive delivery dates/quantities do not constitute like terms within the meaning of this clause. If at any time the prices under any other contract instrument with like terms and conditions to this BPA become lower than the prices in this BPA, this BPA will be modified to include the lower prices.
2. **Product Types.** The Product and Price List, Attachment B, includes the following product categories.
  - 2.1 **New Desktop Configurations w/ Software Assurance.** (*Lump Sum Payment*).
  - 2.2 **Additional Products w/ Software Assurance.** (*Lump Sum Payment*) NOTE: Developer tools may not offer Software Assurance.
  - 2.3 **Online Service Subscriptions.** (*Annual Payment*):
  - 2.4 **Software Assurance Renewal Products (including Step Up) (SA only).** (*Annual Payment*)
  - 2.5 **Media and Documentation.** (*Lump Sum Payment*).
  - 2.6 **New Products – Technology Refreshment.** (*Lump Sum Payment*) The Government reserves the right to add new products during the term of this Agreement. If during the Ordering Period of this BPA, the original software publisher schedules the products for discontinuation, improvement and/or replacement, the Contractor shall provide a proposal to include the new or revised products on the BPA under the appropriate line items. Proposed prices for new or revised products shall be provided in accordance with paragraph G.1 of this BPA for most favored prices and shall include discounts from GSA Schedule prices at the same or greater level as the discounts included in the original BPA product prices. All technology refreshment actions shall provide purchase prices for each ordering year of the Agreement with Software Assurance coverage included through 31 May 2015. Improvement of product includes new releases, updates, upgrades including additional features and functionality, successor products and technology improvement products.
3. **Payment Schedules**
  - 3.1 **Annual Payment Schedule.** This provides for annual payments for Software Assurance and subscription products purchased within the BPA ordering period. The first payment will be a prorated amount effective from the date of the order through 31 May of the year, or subsequent year, in which the enrollment occurs. Subsequent payments will follow an Annual Payment Schedule of 1 June to 31 May of the following year. The unit prices included in the Product and Price List, Attachment B, are annual prices. The annual Software Assurance prices shall be prorated based on the actual start date of coverage for customers with expiring Software Assurance that are transitioning to this Agreement. Proration shall be calculated on a full month basis.

**3.2 Lump-Sum Payment Schedule.** This provides one lump sum, up-front payment that includes the full perpetual license use right and Software Assurance coverage through 31 May 2015. Discounts have been taken into consideration in the overall price of the BPA

4. **Fee.** A .5% Acquisition, Contracting, and Technical (ACT) ESI BPA Fee shall be included in the prices published in Attachment B. The Contractor shall be responsible for the payment of all fees that are included in the product pricing (i.e. GSA IFF, ACT), as calculated on the customer orders in accordance with the applicable ESI BPA instructions. The ACT fee on the BPA will be reviewed annually, or as required, to determine whether an adjustment is necessary.

## H. ORDERING

1. **Enterprise Software Agreement (ESA) Regulation.** The Enterprise Software Initiative (ESI) is a joint DoD project to develop and implement a DoD enterprise process. Defense Federal Acquisition Regulation Supplement (DFARS) Section 208.74, Enterprise Software Agreements, directs software buyers and requiring officials to fulfill requirements for commercial software and related services in accordance with the DoD ESI ([www.esi.mil](http://www.esi.mil)). The ESI Ordering Agreements for Microsoft software have been considered in the establishment of this BPA as required by DFARS Section 208.74. This BPA is a DON EA for Department of Navy use only and fulfills the intent of the ESI program. Orders issued under this BPA are compliant with DFARS 208.74.
2. **Delivery Orders.** The scope of this effort is worldwide. Delivery requirements will be stipulated on Delivery Orders. Ordering via this BPA is decentralized. Orders are prepared by a warranted Government Contracting Officer in accordance with the terms and conditions of this BPA and the GSA Schedule, or a prime contractor authorized by a Government Contracting Officer in accordance with FAR Part 51. Orders may be placed by Electronic Data Interchange (EDI), facsimile, or on an authorized form such as a Standard Form (SF) 1449 or DoD (DD) Form 1155.
3. **Instructions for Ordering Offices.** This is a single award BPA established competitively against GSA Schedule (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, Limiting Sources, for Department of 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. Comply with the Enrollment Instructions:
    - Include clear invoicing, delivery, and distribution instructions
    - Include the Organization (including Activity Name, full address, and POC) and/or Enrollment number in the delivery order in accordance with Attachment C
    - Include additional information for reporting purposes as required by DON policy.
  - iv. When possible, the BPA number should be included in block 2 of a Standard Form 1449 or block 1 of a DD 1155 to ensure its "searchability" in the DoD Electronic Document Access (EDA) website.

v. In accordance with FAR clause 13.303-3 (a) (3), Purchase limitations are as follows:

- The maximum amount for each individual purchase under this BPA is \$100,000,000.00

4. **Precedence.** All delivery orders are subject to the terms and conditions of this BPA. No terms of the order may contradict or dilute the terms secured by the BPA, inclusive of BPA attachments. The order may only enhance the terms of the BPA if they are more favorable to the DON and are specifically defined and agreed to in writing by the parties. In the event of conflict between a delivery order and this BPA, the BPA shall control.
5. **E-Commerce Site.** It is the intention of the Government to use existing and future capability of the DoD Standard Procurement System, Electronic Data Interchange (EDI) capability, Government procurement card, and vendor electronic ordering capability to create a paper-less ordering, invoicing and payment process. During the term of the BPA, the Contractor shall participate to achieve this objective.
6. **Online Ordering Tools / Process.**
  - 6.1 **Navy Customers (Non-NGEN):** In lieu of a DON-wide ordering tool, the Navy will use its current ordering and approval processes to place delivery orders for CLINs on this BPA. These processes will be described and supplemented further by DON policy and instructions that will include, but not be limited to, the submittal of additional data that is required for reporting purposes, as described in Section J.
  - 6.2 **Marine Corps Customers (Non-NGEN):** USMC customers are required to order this software through the IT Strategic Sourcing Shopping Cart through the following website: <https://www.mcendw.marcorsyscom.usmc.mil/itishoppingcart/Home.aspx?> in accordance with MARADMIN 375/11. Customers will then request approval through the IT Procurement Request/Review Approval System (ITPRAS) and submit funding through the USMC's Procurement Request (PR) Builder system to the Marine Corps Systems Command (MCSC) PG-10 Contracting Office for procurement. Further download and distribution of the software will be made in accordance with ITSS standard procedures or as directed by the requesting Program or Command.
  - 6.3 **NGEN:** The ordering processes and tools for the DON's Next Generation Enterprise Network (NGEN) program will be handled as currently designed until the program transitions from the Contractor Owned-Contractor Operated Continuity of Services Contract (COSC) to this Agreement. In preparation for that transition, the NGEN Program offices at both the Navy and USMC will provide guidance on the new ordering tools and procedures.
  - 6.4 **Contractor Ordering Tool: RESERVED**
7. **Suspension.** There may be occasions where the Government may suspend ordering (by CLIN up to and including the entire BPA.) If a suspension is announced, the Contractor shall adhere to this suspension by not accepting/processing delivery orders for the suspended item(s).

## **I. INVOICING AND PAYMENT**

1. The requirements of a proper invoice are as specified in FAR 52.212-4 in the FSS contract. Full text of this clause can be found on the web at URL: <http://farsite.hill.af.mil/>. In addition, the Contractor shall follow the terms of DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving reports (Mar 2008). The Contractor shall submit an original invoice through Wide Area Work Flow (WAWF) in accordance with the delivery order instructions.

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.

2. **Impact of a Continuing Resolution Act.** Orders issued under this BPA are subject to the following terms. In the event the Government is operating under a Continuing Resolution Act at the beginning of a fiscal year, the Payment Schedule Amount for that year is reduced to a prorated amount equivalent to the length of the Continuing Resolution. To determine the prorated Payment Schedule Amount, divide the Payment Schedule Amount by 365 days and then multiply the result by the number of calendar days in the Continuing Resolution. The result of this calculation shall become the interim Payment Schedule Amount and will remain in effect until 10 calendar days following enactment of the Defense Appropriations Act, at which time the original Payment Schedule Amount specified in the contract shall be automatically reinstated. In the event of multiple Continuing Resolution Acts, the same process shall be followed and the amount of the increase to the interim Payment Schedule Amount shall be computed in the same manner as the initial prorated Payment Schedule Amount.

**J. REPORTING**

1. **Reports.** The Contractor shall provide Reports in accordance with the CDRLs incorporated into the BPA.
2. **DoD Reporting of Sales.** This BPA is considered a sale under the DoD ESI Microsoft ordering Agreement. Orders issued under this BPA shall be included on the standard Report of Sales required by the ESI Agreement.

**K. BPA MANAGEMENT AND OVERSIGHT**

1. **Blanket Purchase Agreement Administration.** The Contractor shall 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. Additional functions would include customer service, educating the sales force, and submission of monthly reports and approved fee payments.
2. **Training.** The Contractor shall provide training at no charge to the Software Assurance Benefits Administrator for each Enrollment on software download, installation, product usage, product key information, product usage rights and how to manage the VLSC site on behalf of their organizations, as requested.
3. **(RESERVED)**
4. **Notification of Product Name or Part Number Change.** The Contractor shall notify the COR and Contracting Officer in writing of any product name or part number changes at least 60 days in advance of that change so that the Government can evaluate the impact of such change, and to allow for proper communication, updates, and modifications.

5. **United Nations Standard Products and Services Code.** The United Nations Standard Products and Services Code (UNSPSC) is a required field of the Report of Sales. The UNSPSC code permits software asset management through a standard coding structure. The UNSPSC is a coding system used to classify both products and services for use throughout the global marketplace. The management and development of the UNSPSC Code is coordinated by GSI US. The current version is available free as a download at <http://www.unspsc.org>.
6. **Records.** The Contractor shall maintain archival copies of all orders for the life of the BPA. Copies shall be made available to the Government upon request.
7. **Program Management Reviews (PMR).** The Contractor shall participate in regular reviews of the progress of the BPA. Reviews shall be held at least twice yearly as scheduled by the COR and may require travel to a Government named site. During these reviews the Contractor shall report on among other things, status of BPA sales, sales leakage, marketing and any outstanding issues concerning the BPA. PMR agendas shall be provided prior to each PMR. Travel expenses are the responsibility of the Contractor.
8. **Sales Leakage.** The goals of the DON can only be realized through cooperation between the Government and the Contractor to direct appropriate sales through the DON BPA. The Contractor shall ensure that all its sales personnel are aware of this BPA and will take appropriate action to notify customers regarding the proper use of the BPA. The Contractor shall also establish a process to regularly audit its sales to DON buyers, determine if and where sales outside this BPA vehicle are occurring, and take appropriate action to direct further sales through this vehicle. Results of these audits will be presented as an agenda item during PMRs.
9. **Marketing.** The Contractor shall dedicate reasonable resources to this effort and work to market and advertise this Agreement. Desired actions include: advertising resultant vehicles on the Contractor's Internet site and advertising the Agreement at relevant trade shows, participation in Department of Navy sponsored events and news media geared to Government/DON IT people.
10. **Microsoft Enterprise Roadmap.** The Contractor shall provide one hard copy of this publication within 30 days of enrollment to the COR and Software Assurance Benefit Administrator identified for each Enrollment and again after each update of this publication.
11. **Disclosure to Contractor Personnel.** The computer software may be disclosed for use by support service contractors or their subcontractors at the Government end-user facility(ies), subject to the same restrictions set forth in this BPA and the applicable Agreement.
12. **Maintenance & Technical Support.** The Contractor shall communicate software development and testing best practices, in-depth product capabilities, and recommend emerging requirements to the Government, through an annual point-paper. In addition, the Contractor shall support meetings to answer Government questions. This will enable both parties to leverage the large, ongoing investment made possible by the commercial product base.
13. **Microsoft Advice/Best Practices.** The Government shall have direct access to Microsoft and receive at least annually unfiltered advice about product best practices and capabilities, including recommendations for meeting future requirements based on Microsoft's Roadmap and commercial and industry trends. An Annual Customer Symposium/Training Conference may be requested by the Government. The purpose of this event is to educate and inform Microsoft's DON Customers and associated industry partners involved in executing this agreement about best practices, implementation plans, and future year technology trends that have implications for the Department of the Navy in the current and future year execution of this agreement. The

Government shall not be required to communicate with Microsoft through the Contractor to obtain advice/best practices.

**L. STANDARDS**

1. **YEAR 2000 Compliance.** All products provided under this BPA shall be Y2K compliant as defined in FAR 39.002, Definitions.
2. **DoD IT Standards Repository Compliance.** All products offered shall comply with appropriate standards enumerated in the DoD IT Standards Repository (DISR). The DISR is maintained by the DoD Executive Agent for IT Standards. The DoD IT standards management tool, DISRonline is available for use by CAC-equipped authorized parties and can be accessed for account requests at <https://disronline.disa.mil>.
3. **Common Security Configurations.** The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes all Microsoft products, with upgrade, available via the Microsoft catalog offerings. Further, the provider shall maintain operability with FDCC standards as they evolve.
4. **Net-Centricity.** The Department of Defense is transforming the way information is managed to accelerate decision-making, improve joint warfighting and create intelligence advantages. To reach this "Net-Centric" state, DoD must exploit advancing technologies that move the enterprise from an application centric to a data-centric paradigm. DoD ESI vendor partners are encouraged to use the OSD NII DCIO Net-Centric Checklist, located at [http://www.defenselink.mil/cio-nii/docs/NetCentric\\_Checklist\\_v2-1-3\\_.pdf](http://www.defenselink.mil/cio-nii/docs/NetCentric_Checklist_v2-1-3_.pdf), to provide information on the Net-Centric posture of their IT products and services.
5. **Section 508 of the Rehabilitation Act Compliance.** All products provided under this BPA must meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607. General information regarding the Section 508 Act can be found at [www.section508.gov](http://www.section508.gov). Microsoft Section 508 compliancy information can be found at <http://www.microsoft.com/enable/microsoft/section508.aspx>

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Section B - Supplies or Services and Prices

BPA Master Dollar Limit: \$700,000,000.00

BPA Call Limit: \$100,000,000.00

Period of Performance: 23-May-2012 to 31-May-2015

FSC Codes:

7030

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2012
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006
252.232-7010	Levies on Contract Payments	DEC 2006

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

X (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

\_\_\_\_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

\_\_\_\_ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_\_ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

\_\_\_\_ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_\_ (11) [Reserved]

\_\_\_\_ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (NOV 2011).

\_\_\_\_ (iii) Alternate II (NOV 2011).

\_\_\_\_ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_\_ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_\_ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

\_\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_\_ (iv) Alternate III (Jul 2010) of 52.219-9.

\_\_\_\_ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

\_\_\_\_ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

\_\_\_\_ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_\_ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

X (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

\_\_\_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

\_\_\_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).

X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).

X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

\_\_\_\_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

\_\_\_\_ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

X (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA—Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_\_ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

\_\_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.

X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_\_ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

\_\_\_\_ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Mar 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, and Pub. L. 112-41).

\_\_\_\_ (ii) Alternate I (Mar 2012) of 52.225-3.

\_\_\_\_ (iii) Alternate II (Mar 2012) of 52.225-3.

\_\_\_\_ (iv) Alternate III (Mar 2012) of 52.225-3.

\_\_\_\_ (41) 52.225-5, Trade Agreements (Mar 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

\_\_\_\_ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_\_ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_\_\_\_ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_\_ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

X (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).

\_\_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

\_\_\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

Section H - Special Contract Requirements

BSO INFO

<b>ADDITIONAL REQUIRED DATA FIELDS</b>	
<b>BSO Number:</b>	60
<b>Enrollment Number</b>	TBD
<b>SNaP-IT Budget Initiative Number (BIN)</b>	TBD
<b>NITE/STAR Automated Information System (AIS) ID</b>	TBD
<b>NITE/STAR EXT (AIS Name)</b>	TBD
<b>DADMS ID</b>	TBD

**ORDER FOR SUPPLIES OR SERVICES**

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. <b>M67854-12-A-4701</b>	2. DELIVERY ORDER/ CALL NO. <b>7N06</b>	3. DATE OF ORDER/ CALL (YYYYMMDD) <b>2012 Jun 01</b>	4. REQ./ PURCH. REQUEST NO. <b>1300265391-0001</b>	5. PRIORITY
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6. ISSUED BY SPAWAR SYSTEMS CENTER PACIFIC JUSTIN VALERON CODE 22550 JUSTIN.VALERON@NAVY.MIL 53560 HULL STREET SAN DIEGO CA 92152-5001	CODE <b>N66001</b>	7. ADMINISTERED BY (if other than 6)  <b>SEE ITEM 6</b>	CODE	8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER  (See Schedule if other)
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9. CONTRACTOR SOFTCHOICE CORPORATION NAME DUNS # 929022028 AND 314 W SUPERIOR ST STE 301 ADDRESS CHICAGO IL 60654-3538	CODE <b>3DH15</b>	FACILITY	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>	11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	12. DISCOUNT TERMS	13. MAIL INVOICES TO THE ADDRESS IN BLOCK <b>See Item 15</b>
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14. SHIP TO NAVSUP BUSINESS SYSTEMS CENTER LYNN BRIGGS 5450 CARLISLE PIKE MECHANICSBURG PA 17055	CODE <b>N00367</b>	15. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS OH 43218-2381	CODE <b>HQ0339</b>	<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.</b>
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16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE	<input type="checkbox"/>	Reference your quote dated Furnish the following on terms specified herein. REF:

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
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If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE

**See Schedule**

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	<b>SEE SCHEDULE</b>				

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA TEL: 619-553-4523 EMAIL: spencer.sessions@navy.mil BY: Spencer Sessions	<i>Spencer Sessions</i> CONTRACTING / ORDERING OFFICER	25. TOTAL \$101,432.91	26. DIFFERENCES
--	---	---	---------------------------	-----------------

27a. QUANTITY IN COLUMN 20 HAS BEEN

INSPECTED     RECEIVED     ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------------------	---

e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP NO.	29. DO VOUCHER NO.	30. INITIALS
f. TELEPHONE NUMBER	g. E-MAIL ADDRESS	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY

36. I certify this account is correct and proper for payment.

a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. CHECK NUMBER
			35. BILL OF LADING NO.

37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.
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Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0300	ProDsktp ALNG SA MVL FFP Manufacturer Part Number: A07-00042 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130026539100001

PURCHASE REQUEST NUMBER: 1300265391-0001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0389	SharePointSvr ALNG SA MVL FFP Manufacturer Part Number:H04-00268 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130026539100009

PURCHASE REQUEST NUMBER: 1300265391-0001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0393	SQL Svr Standard Edtn ALNG SA MVL 1 Proc FFP Manufacturer Part Number: 228-03148 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130026539100011

PURCHASE REQUEST NUMBER: 1300265391-0001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0397	SQLSvrEnt ALNG SA MVL 1Proc FFP Manufacturer Part Number: 810-03307 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130026539100010

PURCHASE REQUEST NUMBER: 1300265391-0001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0405	SysCtrCnfgMgrClML ALNG SA MVL PerOSE FFP Manufacturer Part Number: J5A-00020 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130026539100002

PURCHASE REQUEST NUMBER: 1300265391-0001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0407	SysCtrCnfgMgrSvr ALNG SA MVL FFP Manufacturer Part Number: J3A-00162 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130026539100012

PURCHASE REQUEST NUMBER: 1300265391-0001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0445	VisioPro SNGL SA MVL FFP Manufacturer Part Number: D87-01159 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130026539100004

PURCHASE REQUEST NUMBER: 1300265391-0001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0449	VSPremwMSDN ALNG SA MVL FFP Manufacturer Part Number: 9ED-00073 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130026539100005

PURCHASE REQUEST NUMBER: 1300265391-0001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0450	VSProwMSDN ALNG SA MVL FFP Manufacturer Part Number: 77D-00111 FOB: Destination			(b) (4)	

NET AMT (b) (4)

ACRN AA  
CIN: 130026539100006

PURCHASE REQUEST NUMBER: 1300265391-0001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0457	VSTstProwMSDN ALNG SA MVL FFP Manufacturer Part Number: LSD-00162 FOB: Destination			(b) (4)	

NET AMT (b) (4)

ACRN AA  
CIN: 130026539100007

PURCHASE REQUEST NUMBER: 1300265391-0001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0458	VSUltwMSDN ALNG SA MVL FFP Manufacturer Part Number: 9JD-00053 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130026539100008

PURCHASE REQUEST NUMBER: 1300265391-0001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0470	WinRmtDsktpSrvesCAL ALNG SA MVL DvcCAL FFP Manufacturer Part Number: 6VC-01253 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130026539100013

PURCHASE REQUEST NUMBER: 1300265391-0001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0473	WinSvrCAL ALNG SA MVL DvcCAL FFP Manufacturer Part Number: R18-00051 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130026539100003

PURCHASE REQUEST NUMBER: 1300265391-0001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0479	WinSvrStd ALNG SA MVL FFP Manufacturer Part Number: P73-00226 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130026539100014

PURCHASE REQUEST NUMBER: 1300265391-0001

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
0300	Destination	Government	Destination	Government
0389	Destination	Government	Destination	Government
0393	Destination	Government	Destination	Government
0397	Destination	Government	Destination	Government
0405	Destination	Government	Destination	Government
0407	Destination	Government	Destination	Government
0445	Destination	Government	Destination	Government
0449	Destination	Government	Destination	Government
0450	Destination	Government	Destination	Government
0457	Destination	Government	Destination	Government
0458	Destination	Government	Destination	Government
0470	Destination	Government	Destination	Government
0473	Destination	Government	Destination	Government
0479	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0300	POP 01-JUN-2012 TO 31-MAY-2013	N/A	NAVSUP BUSINESS SYSTEMS CENTER LYNN BRIGGS 5450 CARLISLE PIKE MECHANICSBURG PA 17055 (717) 605-5742 FOB: Destination	N00367
0389	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00367
0393	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00367
0397	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00367
0405	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00367
0407	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00367
0445	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00367
0449	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00367
0450	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00367
0457	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00367
0458	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00367
0470	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00367
0473	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00367

0479	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00367
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## Section G - Contract Administration Data

## ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 NC1E 252 91005 0 050120 2F 000000

COST CODE: A00001164783

AMOUNT: \$101,432.91

CIN 130026539100001

CIN 130026539100002

CIN 130026539100003

CIN 130026539100004

CIN 130026539100005

CIN 130026539100006

CIN 130026539100007

CIN 130026539100008

CIN 130026539100009

CIN 130026539100010

CIN 130026539100011

CIN 130026539100012

CIN 130026539100013

CIN 130026539100014

(b) (4)

## CLAUSES INCORPORATED BY FULL TEXT

## 5252.232-9209 INVOICING INSTRUCTIONS FOR SUPPLIES, OR SUPPLIES WITH SERVICES INCIDENTAL, USING WIDE AREA WORK FLOW (WAWF) (APR 2009)

(a) Invoices for supplies delivered under this *delivery order* shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.

(b) The vendor shall have their Cage Code activated by calling 1-866-618-5988 and selecting option 2. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. WAWF Vendor "Quick Reference" Guides are located at the following web site:

[http://acquisition.navy.mil/rda/home/acquisition\\_one\\_source/ebusiness/don\\_ebusiness\\_solutions/wawf\\_overview/vendor\\_information](http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information)

(c) Cost back-up documentation (such as delivery receipts, labor hours & material/travel costs etc.) shall be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product or Adobe (.pdf files) are attachable to the invoice in WAWF. The total size limit for files per invoice is 5 megabytes. A separate copy shall be sent to the COR/TOM.

(d) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(e) A separate invoice will be prepared for each delivery order or purchase order. Do not combine the payment claims for supplies provided under this contract ordered through multiple delivery orders within one invoice.

(f) The following information is provided for completion and routing of the invoice in WAWF:

WAWF Invoice Type *	Invoice and Receiving Report (Combo)
Issuing Office DODAAC	N66001
Admin DODAAC	N66001
Inspector DODAAC (if applicable)	N/A
Inspector Contact Information	N/A
Acceptor, Ship To DODAAC (for Combo) or, Service Approver DODAAC (Cost Voucher)	N00367
Acceptor Contact Information	Lynn Briggs (717) 605-5742 lynn.briggs@navy.mil
COR Contact Information	N/A
LPO Contact Information	N/A
DCAA Auditor DoDAAC	N/A
Service Approver DoDAAC	N/A
PAY DODAAC	HQ0339

(g) After submitting the document(s) to WAWF, click on "Send More Email Notifications" and add the acceptor/receiver email addresses noted below. The contractor shall, at a minimum, include the COR, Receiver, and Acceptor. This additional notification to the government is necessary to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF:

Send Additional Email Notification(s) to:			
Name	Email	Phone	Role
Lynn Briggs	lynn.briggs@navy.mil	(717) 605-5742	COR/ Receiver/ Acceptor

(End of Clause)

Section H - Special Contract Requirements

<b>ADDITIONAL REQUIRED DATA FIELDS</b>	
<b>BSO Number:</b>	23
<b>Enrollment Number</b>	TBD
<b>SNaP-IT Budget Initiative Number (BIN)</b>	TBD
<b>NITE/STAR Automated Information System (AIS) ID</b>	TBD
<b>NITE/STAR EXT (AIS Name)</b>	TBD
<b>DADMS ID</b>	TBD

**ORDER FOR SUPPLIES OR SERVICES**

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. M67854-12-A-4701		2. DELIVERY ORDER/ CALL NO. 7N04		3. DATE OF ORDER/ CALL (YYYYMMDD) 2012 Jun 01		4. REQ./ PURCH. REQUEST NO. 1300273133		5. PRIORITY		
6. ISSUED BY SPAWAR SYSTEMS CENTER PACIFIC SEAN B. KEARNS, CODE 22550 SEAN.KEARNS1@NAVY.MIL 53560 HULL STREET SAN DIEGO CA 92152-5001				7. ADMINISTERED BY (if other than 6) <b>SEE ITEM 6</b>		8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)				
9. CONTRACTOR NAME SOFTCHOICE CORPORATION DUNS # 929022028 AND 314 W SUPERIOR ST STE 301 ADDRESS CHICAGO IL 60654-3538				10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED				
14. SHIP TO SUPERVISOR OF SHIP BUILDING, CONVERSION NEWPORT NEWS VA 23607-2785				15. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS OH 43218-2381		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15				
16. TYPE OF ORDER		DELIVERY/ CALL		X		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.				
		PURCHASE				Reference your quote dated Furnish the following on terms specified herein. REF:				
ACCEPTANCE, THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.										
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)	
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:										
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE <b>See Schedule</b>										
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT		
	<b>SEE SCHEDULE</b>									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA TEL: 619-553-4523 EMAIL: spencer.sessions@navy.mil BY: Spencer Sessions		<i>Spencer Sessions</i> CONTRACTING / ORDERING OFFICER		25. TOTAL	(b) (4)	26. DIFFERENCES
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED										
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.	29. DO VOUCHER NO.	30. INITIALS			
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
36. I certify this account is correct and proper for payment.					31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. CHECK NUMBER			
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER					35. BILL OF LADING NO.			
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.			

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0300	ProDsktp ALNG SA MVL FFP Manufacturer Part Number: A07-00042 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130027313300001

PURCHASE REQUEST NUMBER: 1300273133

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
0300	Destination	Government	Destination	Government

M67854-12-A-4701  
7N04  
Page 4 of 7

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0300	POP 01-JUN-2012 TO 31-MAY-2013	N/A	SUPERVISOR OF SHIP BUILDING, CONVERSION NEWPORT NEWS VA 23607-2785 FOB: Destination	N62793

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 1721611 8560 260 V4L00 0 050120 2D 000000  
COST CODE: A00001216956  
AMOUNT (b) (4)  
CIN 130027313300001 (b) (4)

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9209 INVOICING INSTRUCTIONS FOR SUPPLIES, OR SUPPLIES WITH SERVICES INCIDENTAL, USING WIDE AREA WORK FLOW (WAWF) (APR 2009)

(a) Invoices for supplies delivered under this *delivery order* shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.

(b) The vendor shall have their Cage Code activated by calling 1-866-618-5988 and selecting option 2. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. WAWF Vendor "Quick Reference" Guides are located at the following web site:  
[http://acquisition.navy.mil/rda/home/acquisition\\_one\\_source/ebusiness/don\\_ebusiness\\_solutions/wawf\\_overview/vendor\\_information](http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information)

(c) Cost back-up documentation (such as delivery receipts, labor hours & material/travel costs etc.) shall be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product or Adobe (.pdf files) are attachable to the invoice in WAWF. The total size limit for files per invoice is 5 megabytes. A separate copy shall be sent to the COR/TOM.

(d) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(e) A separate invoice will be prepared for each delivery order or purchase order. Do not combine the payment claims for supplies provided under this contract ordered through multiple delivery orders within one invoice.

(f) The following information is provided for completion and routing of the invoice in WAWF:

WAWF Invoice Type *	Invoice and Receiving Report (Combo)
Issuing Office DODAAC	N66001
Admin DODAAC	N66001
Inspector DODAAC (if applicable)	N/A

Inspector Contact Information	N/A
Acceptor, Ship To DODAAC (for Combo) or, Service Approver DODAAC (Cost Voucher)	N62793
Acceptor Contact Information	Larry Fernandez: NAVSEA SUPSHIP 757-876-3003 larry.fernandez@supshipnn.navy.mil
COR Contact Information	N/A
LPO Contact Information	N/A
DCAA Auditor DoDAAC **	N/A
Service Approver DoDAAC **	N/A
PAY DODAAC	HQ0339

(g) After submitting the document(s) to WAWF, click on "Send More Email Notifications" and add the acceptor/receiver email addresses noted below. The contractor shall, at a minimum, include the COR, Receiver, and Acceptor. This additional notification to the government is necessary to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF:

Send Additional Email Notification(s) to:			
Name	Email	Phone	Role
Larry Fernandez	larry.fernandez@supshipnn.navy.mil	757-876-3003	COR

Section H - Special Contract Requirements

BSO INFO

<b>ADDITIONAL REQUIRED DATA FIELDS</b>	<b>ORDERING ORGANIZATION DATA</b>
BSO Number	24
Enrollment Number	TBD
SNaP-IT Budget Initiative Number (BIN)	TBD
NITE/STAR Automated Information System (AIS) ID	TBD
NITE/STAR EXT (AIS Name)	TBD
DADMS ID	TBD

**ORDER FOR SUPPLIES OR SERVICES**

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. M67854-12-A-4701	2. DELIVERY ORDER/ CALL NO. 7N03	3. DATE OF ORDER/ CALL (YYYYMMDD) 2012 Jun 01	4. REQ./ PURCH. REQUEST NO. 1300273293	5. PRIORITY
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6. ISSUED BY SPAWAR SYSTEMS CENTER PACIFIC LISA TURLINGTON TEAM 22550 LISA.TURLINGTON@NAVY.MIL 53560 HULL STREET SAN DIEGO CA 92152-5001	CODE N66001	7. ADMINISTERED BY (if other than 6)  <b>SEE ITEM 6</b>	CODE SCD: C	8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER  (See Schedule if other)
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9. CONTRACTOR SOFTCHOICE CORPORATION NAME DUNS # 929022028 AND 314 W SUPERIOR ST STE 301 ADDRESS CHICAGO IL 60654-3538	CODE 3DH15	FACILITY	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>	11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
			12. DISCOUNT TERMS	
13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15				

14. SHIP TO PUGET SOUND NAVAL SHIPYARD BREMERTON WA 98314	CODE N00251	15. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS UIC / DODAAC / DODAAD: HQ0339 P.O. BOX 182381 COLUMBUS OH 43218-2381	CODE HQ0339	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
---	----------------	--	----------------	---

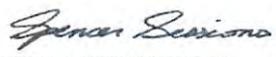
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE	<input type="checkbox"/>	Reference your quote dated Furnish the following on terms specified herein. REF:

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:			

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE  
**See Schedule**

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
<b>SEE SCHEDULE</b>					

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA TEL: 619-553-4523 EMAIL: spencer.sessions@navy.mil BY: Spencer Sessions	 CONTRACTING / ORDERING OFFICER	25. TOTAL \$187,421.44
			26. DIFFERENCES

27a. QUANTITY IN COLUMN 20 HAS BEEN  
 INSPECTED     RECEIVED     ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------------------	---

e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP NO.	29. DO VOUCHER NO.	30. INITIALS
f. TELEPHONE NUMBER	g. E-MAIL ADDRESS	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY

36. I certify this account is correct and proper for payment.

a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	33. AMOUNT VERIFIED CORRECT FOR
			34. CHECK NUMBER
			35. BILL OF LADING NO.

37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.
-----------------	-----------------	---------------------------------	----------------------	---------------------	---------------------

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Microsoft Desktop Pro Software Assurance FFP ProDsktp ALNG SA MVL; Enhanced Desktop Bundle - SA Only; P/N A07-00042 FOB: Destination	(b) (4)	(b) (4)	(b) (4)	(b) (4)
NET AMT					(b) (4)
ACRN AA CIN: 130027329300001					

PURCHASE REQUEST NUMBER: 1300273293

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	SharePointSvr ALNG SA MVL FFP SharePoint Server Single Language SA; P/N H04-00268 FOB: Destination	(b) (4)	(b) (4)	(b) (4)	(b) (4)
NET AMT					(b) (4)
ACRN AA CIN: 130027329300004					

PURCHASE REQUEST NUMBER: 1300273293

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	SQL Svr Standard Edtn ALNG SA MVL T Proc FFP Sequel Server Standard Edition with One Processor Single SA; P/N 228-03148 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130027329300007

PURCHASE REQUEST NUMBER: 1300273293

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	SysCtrCnfgMgrSvr ALNG SA MVL FFP Systems Center Configuration Manager Server Single Language SA; P/N J3A-00162 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130027329300008

PURCHASE REQUEST NUMBER: 1300273293

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	WinRmtDsktpSrvcCAL ALNG SA MVL DvcCAL FFP Windows Remote Desktop Services Client AccessLicense SA for Devices (formerly Windows Terminal Services CAL SA); P/N 6VC-01253 FOB: Destination	(b) (4)		(b) (4)	(b) (4)

NET AMT

(b) (4)

ACRN AA  
CIN: 130027329300015

PURCHASE REQUEST NUMBER: 1300273293

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	WinSvrStd ALNG SA MVL FFP Windows Server Standard SA; P/N P73-00226 FOB: Destination	(b) (4)		(b) (4)	(b) (4)

NET AMT

(b) (4)

ACRN AA  
CIN: 130027329300018

PURCHASE REQUEST NUMBER: 1300273293

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0338	ExchgSvrEnt ALNG SA MVL FFP Manufacturer Part Number: 395-02504 FOB: Destination	(b) (4)	(b) (4)	(b) (4)	(b) (4)

NET AMT

(b) (4)

ACRN AA  
CIN: 130027329300003

PURCHASE REQUEST NUMBER: 1300273293

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0378	Prjet ALNG SA MVL FFP Manufacturer Part Number: 076-01912 FOB: Destination	(b) (4)	(b) (4)	(b) (4)	(b) (4)

NET AMT

(b) (4)

ACRN AA  
CIN: 130027329300002

PURCHASE REQUEST NUMBER: 1300273293

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0392	SQL Svr Standard Edtn ALNG SA MVL FFP Manufacturer Part Number: 228-04433 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130027329300006

PURCHASE REQUEST NUMBER: 1300273293

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0396	SQLSvrEnt ALNG SA MVL FFP Manufacturer Part Number: 810-04760 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130027329300005

PURCHASE REQUEST NUMBER: 1300273293

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0408	SysCtrCnfgMgrSvrMLEnt ALNG SA MVL FFP Manufacturer Part Number: J7A-00141 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130027329300009

PURCHASE REQUEST NUMBER: 1300273293

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0409	SysCtrCnfgMgrSvrMLStd ALNG SA MVL FFP Manufacturer Part Number: J6A-00096 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130027329300010

PURCHASE REQUEST NUMBER: 1300273293

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0426	SysCtrOpsMgrChML SNGL SA MVL PerOSE FFP Manufacturer Part Number: 9TX-00629 FOB: Destination	(b) (4)	(b) (4)	(b) (4)	(b) (4)

NET AMT

(b) (4)

ACRN AA  
CIN: 130027329300011

PURCHASE REQUEST NUMBER: 1300273293

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0428	SysCtrOpsMgrSvr SNGL SA MVL FFP Manufacturer Part Number: UAR-00661 FOB: Destination	(b) (4)	(b) (4)	(b) (4)	(b) (4)

NET AMT

(b) (4)

ACRN AA  
CIN: 130027329300012

PURCHASE REQUEST NUMBER: 1300273293

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0429	SysCtrOpsMgrSvrMLEnt SNGL SA MVL FFP Manufacturer Part Number: UAS-00346 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130027329300013

PURCHASE REQUEST NUMBER: 1300273293

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0430	SysCtrOpsMgrSvrMLStd ALNG SA MVL FFP Manufacturer Part Number: UAT-00315 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130027329300014

PURCHASE REQUEST NUMBER: 1300273293

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0475	WinSvrDataCtr ALNG SA MVL TProc FFP Manufacturer Part Number: P71-00886 FOB: Destination	(b) (4)	(b) (4)	(b) (4)	(b) (4)

NET AMT

(b) (4)

ACRN AA  
CIN: 130027329300016

PURCHASE REQUEST NUMBER: 1300273293

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0476	WinSvrEnt SNGL SA MVL FFP Manufacturer Part Number: P72-00188 FOB: Destination	(b) (4)	(b) (4)	(b) (4)	(b) (4)

NET AMT

(b) (4)

ACRN AA  
CIN: 130027329300017

PURCHASE REQUEST NUMBER: 1300273293

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7N03

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0507	DsktpOptmztnPkforSA ALNG SubsVL MVL PerD FFP Manufacturer Part Number: WSB-00068 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130027329300019

PURCHASE REQUEST NUMBER: 1300273293

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	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0338	Destination	Government	Destination	Government
0378	Destination	Government	Destination	Government
0392	Destination	Government	Destination	Government
0396	Destination	Government	Destination	Government
0408	Destination	Government	Destination	Government
0409	Destination	Government	Destination	Government
0426	Destination	Government	Destination	Government
0428	Destination	Government	Destination	Government
0429	Destination	Government	Destination	Government
0430	Destination	Government	Destination	Government
0475	Destination	Government	Destination	Government
0476	Destination	Government	Destination	Government
0507	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JUN-2012 TO 31-MAY-2013	N/A	PUGET SOUND NAVAL SHIPYARD BREMERTON WA 98314 FOB: Destination	N00251
0011	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00251
0013	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00251
0014	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00251
0015	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00251
0016	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00251
0338	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00251
0378	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00251
0392	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00251
0396	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00251
0408	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00251
0409	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00251
0426	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00251
0428	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00251

0429	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00251
0430	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00251
0475	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00251
0476	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00251
0507	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00251

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 1721804 70FT 233 00070 C 045924 2D XNM217

COST CODE: 000702NMCICN

AMOUNT: \$187,421.92

CIN 130027329300001

CIN 130027329300002

CIN 130027329300003

CIN 130027329300004

CIN 130027329300005

CIN 130027329300006

CIN 130027329300007

CIN 130027329300008

CIN 130027329300009

CIN 130027329300010

CIN 130027329300011

CIN 130027329300012

CIN 130027329300013

CIN 130027329300014

CIN 130027329300015

CIN 130027329300016

CIN 130027329300017

CIN 130027329300018

CIN 130027329300019

(b) (4)

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9209 INVOICING INSTRUCTIONS FOR SUPPLIES, OR SUPPLIES WITH SERVICES INCIDENTAL, USING WIDE AREA WORK FLOW (WAWF) (APR 2009)

(a) Invoices for supplies delivered under this delivery order shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.

(b) The vendor shall have their Cage Code activated by calling 1-866-618-5988 and selecting option 2. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. WAWF Vendor "Quick Reference" Guides are located at the following web site:  
[http://acquisition.navy.mil/rda/home/acquisition\\_one\\_source/ebusiness/don\\_ebusiness\\_solutions/wawf\\_overview/vendor\\_information](http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information)

(c) Cost back-up documentation (such as delivery receipts, labor hours & material/travel costs etc.) shall be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product or Adobe (.pdf files) are attachable to the invoice in WAWF. The total size limit for files per invoice is 5 megabytes. A separate copy shall be sent to the COR/TOM.

(d) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation

supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(e) A separate invoice will be prepared for each delivery order or purchase order. Do not combine the payment claims for supplies provided under this contract ordered through multiple delivery orders within one invoice.

(f) The following information is provided for completion and routing of the invoice in WAWF:

WAWF Invoice Type	Invoice and Receiving Report
Issuing Office DODAAC	N66001
Admin DODAAC	N66001
Inspector DODAAC (if applicable)	N/A
Inspector Contact Information	N/A
Acceptor, Ship To DODAAC (for Combo) or, Service Approver DODAAC (Cost Voucher)	N00251
Acceptor Contact Information	Paul Harney (360) 476-8505 Fax: (360) 476-2195 paul.harney@navy.mil
COR Contact Information	N/A
LPO Contact Information	N/A
DCAA Auditor DoDAAC	N/A
Service Approver DoDAAC	N/A
PAY DODAAC	HQ0339

(g) After submitting the document(s) to WAWF, click on "Send More Email Notifications" and add the acceptor/receiver email addresses noted below. The contractor shall, at a minimum, include the COR, Receiver, and Acceptor. This additional notification to the government is necessary to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF:

Send Additional Email Notification(s) to:			
Name	Email	Phone	Role
Paul Harney	paul.harney@navy.mil	(360) 476-8505	COR/Receiver/ Acceptor

## Section H - Special Contract Requirements

ADDITIONAL REQUIRED FIELDS

<b>ADDITIONAL REQUIRED DATA FIELDS</b>	<b>ORDERING ORGANIZATION DATA</b>
BSO Number	70
Enrollment Number	TBD
SNaP-IT Budget Initiative Number (BIN)	TBD
NITE/STAR Automated Information System (AIS) ID	TBD
NITE/STAR EXT (AIS Name)	TBD
DADMS ID	TBD

**ORDER FOR SUPPLIES OR SERVICES**

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. <b>M67854-12-A-4701</b>				2. DELIVERY ORDER/ CALL NO. <b>7N02</b>		3. DATE OF ORDER/ CALL (YYYYMMDD) <b>2012 Jun 01</b>		4. REQ./PURCH. REQUEST NO. <b>1300273291</b>		5. PRIORITY					
6. ISSUED BY SPAWAR SYSTEMS CENTER PACIFIC JUSTIN VALERON CODE 22550 JUSTIN.VALERON@NAVY.MIL 53560 HULL STREET SAN DIEGO CA 92152-5001				CODE <b>N66001</b>		7. ADMINISTERED BY (if other than 6)  <b>SEE ITEM 6</b>				8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER  (See Schedule if other)					
9. CONTRACTOR SOFTCHOICE CORPORATION NAME DUNS # 929022028 AND 314 W SUPERIOR ST STE 301 ADDRESS CHICAGO IL 60654-3538				CODE <b>3DH15</b>		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED					
								12. DISCOUNT TERMS		13. MAIL INVOICES TO THE ADDRESS IN BLOCK <b>See Item 15</b>					
14. SHIP TO NORFOLK NAVAL SHIPYARD KATHERINE DELBRIDGE COMMANDER (CODE 800) PORTSMOUTH VA 23709				CODE <b>N42158</b>		15. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS OH 43218-2381				MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.					
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.												
	PURCHASE		Reference your quote dated Furnish the following on terms specified herein. REF:												
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.															
NAME OF CONTRACTOR				SIGNATURE				TYPED NAME AND TITLE				DATE SIGNED (YYYYMMDD)			
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:															
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE <b>See Schedule</b>															
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT				
<b>SEE SCHEDULE</b>															
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA TEL: 619-553-4523 EMAIL: spencer.sessions@navy.mil BY: Spencer Sessions				<i>Spencer Sessions</i> CONTRACTING / ORDERING OFFICER		25. TOTAL \$199,666.11		26. DIFFERENCES			
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED															
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE							
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS					
f. TELEPHONE NUMBER			g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR					
36. I certify this account is correct and proper for payment.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER					
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								35. BILL OF LADING NO.					
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.					

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0300	ProDsktp ALNG SA MVL FFP Manufacturer Part Number: A07-00042 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130027329100001

PURCHASE REQUEST NUMBER: 1300273291

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0332	EntCAL ALNG SA MVL DvcCAL wSrves FFP Manufacturer Part Number: 76A-00031 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130027329100002

PURCHASE REQUEST NUMBER: 1300273291

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0340	ExchgSvrStd ALNG SA MVL FFP Manufacturer Part Number: 312-02257 FOB: Destination	(b) (4)	(b) (4)	(b) (4)	(b) (4)

NET AMT

(b) (4)

ACRN AA  
CIN: 130027329100005

PURCHASE REQUEST NUMBER: 1300273291

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0378	Prjet ALNG SA MVL FFP Manufacturer Part Number: 076-01912 FOB: Destination	(b) (4)	(b) (4)	(b) (4)	(b) (4)

NET AMT

(b) (4)

ACRN AA  
CIN: 130027329100004

PURCHASE REQUEST NUMBER: 1300273291

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0390	SQL CAL ALNG SA MVL Device CAL FFP Manufacturer Part Number: 359-00792 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130027329100006

PURCHASE REQUEST NUMBER: 1300273291

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0392	SQL Svr Standard Edtn ALNG SA MVL FFP Manufacturer Part Number: 228-04433 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130027329100007

PURCHASE REQUEST NUMBER: 1300273291

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0393	SQL Svr Standard Edtn ALNG SA MVL 1 Proc FFP Manufacturer Part Number: 228-03148 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130027329100008

PURCHASE REQUEST NUMBER: 1300273291

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0407	SysCtrCnfgMgrSvr ALNG SA MVL FFP Manufacturer Part Number: J3A-00162 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130027329100009

PURCHASE REQUEST NUMBER: 1300273291

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0425	SysCtrMgmtSteEnt ALNG SA MVL FFP Manufacturer Part Number: MUY-00212 FOB: Destination			(b) (4)	

NET AMT (b) (4)

ACRN AA  
CIN: 130027329100010

PURCHASE REQUEST NUMBER: 1300273291

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0428	SysCtrOpsMgrSvr SNGL SA MVL FFP Manufacturer Part Number: UAR-00661 FOB: Destination			(b) (4)	

NET AMT (b) (4)

ACRN AA  
CIN: 130027329100011

PURCHASE REQUEST NUMBER: 1300273291

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0437	SysCtrSvrMgmtSteDataCtr ALNG SA MVL FFP Manufacturer Part Number: MCD-00418 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130027329100012

PURCHASE REQUEST NUMBER: 1300273291

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0445	VisioPro SNGL SA MVL FFP Manufacturer Part Number: D87-01159 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130027329100003

PURCHASE REQUEST NUMBER: 1300273291

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0475	WinSvrDataCtr ALNG SA MVL TProc FFP Manufacturer Part Number: P71-00886 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130027329100013

PURCHASE REQUEST NUMBER: 1300273291

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0476	WinSvrEnt SNGL SA MVL FFP Manufacturer Part Number: P72-00188 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130027329100014

PURCHASE REQUEST NUMBER: 1300273291

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7N02  
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0479	WinSvrStd ALNG SA MVL FFP Manufacturer Part Number: P73-00226 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130027329100015

PURCHASE REQUEST NUMBER: 1300273291

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
0300	Destination	Government	Destination	Government
0332	Destination	Government	Destination	Government
0340	Destination	Government	Destination	Government
0378	Destination	Government	Destination	Government
0390	Destination	Government	Destination	Government
0392	Destination	Government	Destination	Government
0393	Destination	Government	Destination	Government
0407	Destination	Government	Destination	Government
0425	Destination	Government	Destination	Government
0428	Destination	Government	Destination	Government
0437	Destination	Government	Destination	Government
0445	Destination	Government	Destination	Government
0475	Destination	Government	Destination	Government
0476	Destination	Government	Destination	Government
0479	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0300	POP 01-JUN-2012 TO 31-MAY-2013	N/A	COMMANDER (CODE 600) NORFOLK NAVAL SHIPYARD PORTSMOUTH VA 23709 ATTN: KATHERINE DELBRIDGE  FOB: Destination	N42158
0332	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N42158
0340	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N42158
0378	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N42158
0390	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N42158
0392	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N42158
0393	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N42158
0407	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N42158
0425	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N42158
0428	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N42158
0437	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N42158
0445	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N42158
0475	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N42158

0476	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N42158
0479	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N42158

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 1721804 60BA 257 42158 068732 2D X20034

COST CODE: 421582H0162P

AMOUNT: \$199,666.11

CIN 130027329100001

CIN 130027329100002

CIN 130027329100003

CIN 130027329100004

CIN 130027329100005

CIN 130027329100006

CIN 130027329100007

CIN 130027329100008

CIN 130027329100009

CIN 130027329100010

CIN 130027329100011

CIN 130027329100012

CIN 130027329100013

CIN 130027329100014

CIN 130027329100015

(b) (4)

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9209 INVOICING INSTRUCTIONS FOR SUPPLIES, OR SUPPLIES WITH SERVICES INCIDENTAL, USING WIDE AREA WORK FLOW (WAWF) (APR 2009)

(a) Invoices for supplies delivered under this *delivery order* shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.

(b) The vendor shall have their Cage Code activated by calling 1-866-618-5988 and selecting option 2. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. WAWF Vendor "Quick Reference" Guides are located at the following web site:  
[http://acquisition.navy.mil/rda/home/acquisition\\_one\\_source/ebusiness/don\\_ebusiness\\_solutions/wawf\\_overview/vendor\\_information](http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information)

(c) Cost back-up documentation (such as delivery receipts, labor hours & material/travel costs etc.) shall be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product or Adobe (.pdf files) are attachable to the invoice in WAWF. The total size limit for files per invoice is 5 megabytes. A separate copy shall be sent to the COR/TOM.

(d) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of this clause by email. If the invoice and/or receiving report are delivered in the email as an

attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(e) A separate invoice will be prepared for each delivery order or purchase order. Do not combine the payment claims for supplies provided under this contract ordered through multiple delivery orders within one invoice.

(f) The following information is provided for completion and routing of the invoice in WAWF:

WAWF Invoice Type	Invoice and Receiving Report (Combo)
Issuing Office DODAAC	N66001
Admin DODAAC	N66001
Inspector DODAAC (if applicable)	N/A
Inspector Contact Information	N/A
Acceptor, Ship To DODAAC (for Combo) or, Service Approver DODAAC (Cost Voucher)	N42158
Acceptor Contact Information	Katherine Delbridge (757) 396-8892 katherine.delbridge@navy.mil
COR Contact Information	N/A
LPO Contact Information	N/A
DCAA Auditor DoDAAC	N/A
Service Approver DoDAAC	N/A
PAY DODAAC	HQ0339

(g) After submitting the document(s) to WAWF, click on "Send More Email Notifications" and add the acceptor/receiver email addresses noted below. The contractor shall, at a minimum, include the COR, Receiver, and Acceptor. This additional notification to the government is necessary to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF:

Send Additional Email Notification(s) to:			
Name	Email	Phone	Role
Katherine Delbridge	<a href="mailto:katherine.delbridge@navy.mil">katherine.delbridge@navy.mil</a>	(757) 396-8892	COR/Receiver/Acceptor

(End of clause)

Section H - Special Contract Requirements

<b>ADDITIONAL REQUIRED DATA FIELDS</b>	
<b>BSO Number:</b>	60
<b>Enrollment Number</b>	TBD
<b>SNaP-IT Budget Initiative Number (BIN)</b>	TBD
<b>NITE/STAR Automated Information System (AIS) ID</b>	TBD
<b>NITE/STAR EXT (AIS Name)</b>	TBD
<b>DADMS ID</b>	TBD

**ORDER FOR SUPPLIES OR SERVICES**

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. <b>M67854-12-A-4701</b>				2. DELIVERY ORDER/ CALL NO. <b>7N01</b>		3. DATE OF ORDER/ CALL (YYYYMMDD) <b>2012 Jun 01</b>		4. REQ./ PURCH. REQUEST NO.  1300264692		5. PRIORITY			
6. ISSUED BY SPAWAR SYSTEMS CENTER PACIFIC SPENCER SESSIONS, CODE 22550 SPENCER_SESSIONS@NAVY MIL 53560 HULL STREET SAN DIEGO CA 92152-5001				CODE <b>N66001</b>		7. ADMINISTERED BY (if other than 6)  <b>SEE ITEM 6</b>				8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER  (See Schedule if other)			
9. CONTRACTOR  SOFTCHOICE CORPORATION NAME DUNS # 929022028 AND 314 W SUPERIOR ST STE 301 ADDRESS CHICAGO IL 60654-3538				CODE <b>3DH15</b>		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED			
								12. DISCOUNT TERMS		13. MAIL INVOICES TO THE ADDRESS IN BLOCK  See Item 15			
14. SHIP TO NAWCWD JULIE HAYES 575 I AVE. SUITE 1; BUILDING 50; ROOM 105 POINT MUGU CA 93042-5049				CODE <b>N68936</b>		15. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS OH 43218-2381				MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.			
16. TYPE OF ORDER		DELIVERY/ CALL <input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.									
		PURCHASE <input type="checkbox"/>		Reference your quote dated _____ Furnish the following on terms specified herein. REF: _____									
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.													
NAME OF CONTRACTOR				SIGNATURE				TYPED NAME AND TITLE				DATE SIGNED (YYYYMMDD)	
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: _____													
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE  <b>See Schedule</b>													
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT		
		<b>SEE SCHEDULE</b>											
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA TEL: 619-553-7515 EMAIL: patrick.j.donnelly@navy.mil BY: Patrick Donelly				<i>Patrick J. Donnelly</i> CONTRACTING / ORDERING OFFICER		25. TOTAL		<b>(b) (4)</b>	
26. DIFFERENCES													
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED													
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS			
f. TELEPHONE NUMBER				g. E-MAIL ADDRESS				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I certify this account is correct and proper for payment.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER			
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								35. BILL OF LADING NO.			
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.			

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Microsoft Desktop Pro Software Assurance FFP ProDsktp ALNG SA MVL; Enhanced Desktop Bundle - Software Assurance Only; P/N A07-00042. See Section F for Coverage Dates. FOB: Destination			(b) (4)	(b) (4)
				NET AMT	(b) (4)
	ACRN AA CIN: 130026469200001				

PURCHASE REQUEST NUMBER: 1300264692

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Microsoft Windows Server Std 2008 FFP The Single Licenses/Software Assurance Pack qty 30 (Part Number P73-00205) purchased under N68936-12-F-0095 is hereby transferred from Microsoft Enrollment # 9213337 to this Enrollment (# TBD). The Software Assurance for these licenses are paid through 5/31/2014. FOB: Destination				NSP
				NET AMT	\$0.00

ADDITIONAL REQUIRED DATA FIELDS	
BSO Number:	19
Enrollment Number	TBD
SNaP-IT Budget Initiative Number (BIN)	1868

<b>NITE/STAR Automated Information System (AIS) ID</b>	N/A
<b>NITE/STAR EXT (AIS Name)</b>	C37
<b>DADMS ID</b>	67500 (Windows 7 Pro) 76720 (Office Professional) 50868 (Office Professional 2003) 51890 (Windows XP Professional)

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	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JUN-2012 TO 31-MAY-2013	N/A	NAWCWD JULIE HAYES 575 I AVE, SUITE 1; BUILDING 50; ROOM 106 POINT MUGU CA 93042-5049 (805) 989-9402 FOB: Destination	N68936
0002	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 NH2C 260 77777 0 050120 2F 000000  
COST CODE: A00001159706  
AMOUNT: (b) (4)  
CIN 130026469200001: (b) (4)

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9209 INVOICING INSTRUCTIONS FOR SUPPLIES, OR SUPPLIES WITH SERVICES INCIDENTAL, USING WIDE AREA WORK FLOW (WAWF) (APR 2009)

(a) Invoices for supplies delivered under this *delivery order* shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.

(b) The vendor shall have their Cage Code activated by calling 1-866-618-5988 and selecting option 2. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. WAWF Vendor "Quick Reference" Guides are located at the following web site:  
[http://acquisition.navy.mil/rda/home/acquisition\\_one\\_source/ebusiness/don\\_ebusiness\\_solutions/wawf\\_overview/vendor\\_information](http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information)

(c) Cost back-up documentation (such as delivery receipts, labor hours & material/travel costs etc.) shall be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product or Adobe (.pdf files) are attachable to the invoice in WAWF. The total size limit for files per invoice is 5 megabytes. A separate copy shall be sent to the COR/TOM.

(d) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(e) A separate invoice will be prepared for each delivery order or purchase order. Do not combine the payment claims for supplies provided under this contract ordered through multiple delivery orders within one invoice.

(f) The following information is provided for completion and routing of the invoice in WAWF:

WAWF Invoice Type *	Invoice and Receiving Report (Combo)
Issuing Office DODAAC	N66001
Admin DODAAC	N66001
Inspector DODAAC (if applicable)	N/A

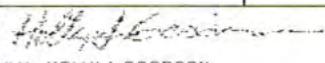
Inspector Contact Information	N/A
Acceptor, Ship To DODAAC (for Combo) or, Service Approver DODAAC (Cost Voucher)	N68936
Acceptor Contact Information	Jan Mahoney: NAWCWD Deputy NavMPS Deployment Lead (805) 989-1882 <a href="mailto:jan.mahoney@navy.mil">jan.mahoney@navy.mil</a>
COR Contact Information	N/A
LPO Contact Information	N/A
DCAA Auditor DoDAAC **	N/A
Service Approver DoDAAC **	N/A
PAY DODAAC	HQ0339

(g) After submitting the document(s) to WAWF, click on "Send More Email Notifications" and add the acceptor/receiver email addresses noted below. The contractor shall, at a minimum, include the COR, Receiver, and Acceptor. This additional notification to the government is necessary to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF:

Send Additional Email Notification(s) to:			
Name	Email	Phone	Role
Jan Mahoney; Code 663600E	<a href="mailto:jan.mahoney@navy.mil">jan.mahoney@navy.mil</a>	(805) 989-1882	COR/Receiver/Acceptor

(End of clause)

**BPA CALL MODIFICATION**

BPA MASTER NUMBER M67854-12-A-4701		BPA CALL MOD NUMBER 000401		DATE OF CALL MOD 14-Jun-2012		DISCOUNT TERMS Net 30 Days	
ISSUED BY MARINE CORPS SYSTEMS COMMAND PG10 ATTN: KIM COX-STREETS 2200 LESTER ST QUANTICO VA 22134			CODE M67854	PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER (M67443) MARINE CORPS VENDOR PAY ATTN - KANSAS P.O. BOX 369022 COLUMBUS OH 43218-9022			CODE M67443
CONTRACTOR SOFTCHOICE CORPORATION <b>(b) (6)</b> 314 W SUPERIOR ST STE 301 CHICAGO IL 60654-3538			CODE 3DH15	SHIP TO COMMANDER MARCORSSYSCOM PATRICIA LYONS 3300 RUSSELL RD QUANTICO VA 22134-5010			CODE M67854
<b>Line Item Summary</b>		<b>Total Cost</b> \$12,422,800.00 <b>Total Funding</b> \$12,422,800.00		Accounting and Appropriation Data <p align="center"><b>See Schedule</b></p>			
 BY: HOLLY L GOODSON		TEL: 703-432-7469 EMAIL: holly.goodson@usmc.mil		CONTRACTING/ORDERING OFFICER			

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	EntCAL SNGL SASU FFP EntCAL SNGL SASU MVL from CoreCAL DvcCAL wSrvcs CLIN 0639 (qt (b) (4) See Attachment for Breakout. FOB: Destination MILSTRIP: M6785412RC14M91 PURCHASE REQUEST NUMBER: M6785412RC14M91	(b) (4)		(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: M6785412RC14M910001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	EntCAL SNGL SASU FFP EntCAL SNGL SASU MVL from CoreCAL DvcCAL wSrvcs CLIN 0639 (qt (b) (4) See Attachment for Breakout. FOB: Destination MILSTRIP: M9545012RC24856 PURCHASE REQUEST NUMBER: M9545012RC24856	(b) (4)		(b) (4)	

NET AMT

(b) (4)

ACRN AB  
CIN: M9545012RC248560002

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	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	12-JUN-2012	(b) (4)	COMMANDER MARCORSYSCOM PATRICIA LYONS 3300 RUSSELL RD QUANTICO VA 22134-5010 703-432-7431 FOB: Destination	M67854
0002	12-JUN-2012	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 17111094630 310 67854 067443 2D 463025  
COST CODE: 2RC14M91108J  
AMOUNT: (b) (4)  
CIN M6785412RC14M910001: (b) (4)

AB: 17211094630 310 67854 067443 2D 463009  
COST CODE: 2RC24856108M  
AMOUNT: (b) (4)  
CIN M9545012RC248560002: (b) (4)

**BPA CALL MODIFICATION**

BPA MASTER NUMBER M67854-12-A-4701		BPA CALL MOD NUMBER 000201		DATE OF CALL MOD 29-Jun-2012		DISCOUNT TERMS Net 30 Days	
ISSUED BY MARINE CORPS SYSTEMS COMMAND PG10 ATTN: KIM COX-STREETS 2200 LESTER ST QUANTICO VA 22134			CODE M67854	PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER (M67443) MARINE CORPS VENDOR PAY ATTN - KANSAS P O. BOX 369022 COLUMBUS OH 43218-9022			CODE M67443
CONTRACTOR SOFTCHOICE CORPORATION (b) (6) 314 W SUPERIOR ST STE 301 CHICAGO IL 60654-3538			CODE 3DH15	SHIP TO COMMANDER MARCORSYSCOM PATRICIA LYONS 3300 RUSSELL RD QUANTICO VA 22134-5010			CODE M67854
<b>Line Item Summary</b>		Total Cost Total Funding		Accounting and Appropriation Data <b>See Schedule</b>			
		(b) (4)					
 BY: Teri S. Snyder			TEL: 703-432-3808 EMAIL: teri.snyder@usmc.mil CONTRACTING/ORDERING OFFICER				

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BUMED June 2012 SA Payment FFP The purpose of this modification is to correct the Milstrip number (SDN). All other terms and conditions remain unchanged. FOB: Destination MILSTRIP: M9545012RC00220 PURCHASE REQUEST NUMBER: M9545012RC00220			(b) (4)	(b) (4)
				NET AMT	(b) (4)
	ACRN AA CIN: M9545012RC002200001				

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	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	06-JUN-2012	(b) (4)	COMMANDER MARCORSYSCOM PATRICIA LYONS 3300 RUSSELL RD QUANTICO VA 22134-5010 703-432-7431 FOB: Destination	M67854

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97201301882 252 37100 068688 2D xam020  
AMOUNT (b) (4)  
CIN M9545012RC002200001 (b) (4)

**BPA CALL MODIFICATION**

BPA MASTER NUMBER M67854-12-A-4701		BPA CALL MOD NUMBER 000101		DATE OF CALL MOD 20-Jun-2012		DISCOUNT TERMS Net 30 Days	
ISSUED BY MARINE CORPS SYSTEMS COMMAND PG10 ATTN: KIM COX-STREETS 2200 LESTER ST QUANTICO VA 22134			CODE M67854	PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER (M67443) MARINE CORPS VENDOR PAY ATTN - KANSAS P O. BOX 369022 COLUMBUS OH 43218-9022			CODE M67443
CONTRACTOR SOFTCHOICE CORPORATION <b>(b) (6)</b> 314 W SUPERIOR ST STE 301 CHICAGO IL 60654-3538			CODE 3DH15	SHIP TO COMMANDER MARCORSYSCOM PATRICIA LYONS 3300 RUSSELL RD QUANTICO VA 22134-5010			CODE M67854
<b>Line Item Summary</b>		Total Cost Total Funding		Accounting and Appropriation Data <b>See Schedule</b>			
		<b>(b) (4)</b>					

*Holly L Goodson*  
BY: HOLLY L GOODSON

TEL: 703-432-7469  
EMAIL: holly.goodson@usmc.mil

CONTRACTING/ORDERING OFFICER

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001				(b) (4)	

June 2012 USMC SA Payment  
FFP

The purpose of this modification is to adjust pricing for CLIN 0482. The adjustment is a result of a misunderstanding between the Government and Microsoft in the award planning phase in calculating Core CAL SA license quantities. This is a one-time unit price adjustment and may not be used in future buys. The attached breakout is replaced in its entirety. All other terms and conditions remain unchanged.

FOB: Destination

MILSTRIP: M9545012RCSJE10

PURCHASE REQUEST NUMBER: M9545012RCSJE10

NET AMT

(b) (4)

ACRN AA

CIN: M6785412RCSJE100001

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	Destination	Government	Destination	Government

M67854-12-A-4701

000101

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Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	05-JUN-2012	(b) (4)	COMMANDER MARCORSYSCOM PATRICIA LYONS 3300 RUSSELL RD QUANTICO VA 22134-5010 703-432-7431 FOB: Destination	M67854

M67854-12-A-4701  
000101  
Page 5 of 6

Section G - Contract Administration Data

#### ACCOUNTING AND APPROPRIATION DATA

AA: 17211061A2A 251 67854 067443 2D M95450  
COST CODE: 2RCSJE1010CH  
AMOUNT (b) (4)  
CIN M6785412RCSJE100001 (b) (4)

M67854-12-A-4701  
000101  
Page 6 of 6

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 2	USMC SA Breakout Listing 20 June 2012 0001 Mod 1		20-JUN-2012



Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	EntCAL SNGL SASU FFP EntCAL SNGL SASU MVL from CoreCAL DvcCAL wSrvcs CLIN 0639 (qt (b) (4) See Attachment for Breakout. FOB: Destination MILSTRIP: M6785412RC14M91 PURCHASE REQUEST NUMBER: M6785412RC14M91	(b) (4)		(b) (4)	(b) (4)

NET AMT

(b) (4)

ACRN AA  
CIN: M6785412RC14M910001

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	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	12-JUN-2012	(b) (4)	COMMANDER MARCORSYSCOM PATRICIA LYONS 3300 RUSSELL RD QUANTICO VA 22134-5010 703-432-7431 FOB: Destination	M67854
0002	12-JUN-2012	(b) (4)	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 17111094630 310 67854 067443 2D 463025  
COST CODE: 2RC14M91108J  
AMOUNT (b) (4)  
CIN M6785412RC14M910001 (b) (4)

AB: 17211094630 310 67854 067443 2D 463009  
COST CODE: 2RC24856108M  
AMOUNT (b) (4)  
CIN M9545012RC248560002 (b) (4)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents.

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Microsoft ECAL Breakout		06-JUN-2012

**BPA CALL**

BPA MASTER NUMBER M67854-12-A-4701		BPA CALL NUMBER 0003		DATE OF CALL 11-Jun-2012		DISCOUNT TERMS Net 30 Days		
ISSUED BY MARINE CORPS SYSTEMS COMMAND PG10 ATTN: KIM COX-STREETS 2200 LESTER ST. QUANTICO VA 22134		CODE M67854	PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER (M67443) MARINE CORPS VENDOR PAY ATTN - KANSAS P.O. BOX 369022 COLUMBUS OH 43218-9022				CODE M67443	
CONTRACTOR SOFTCHOICE CORPORATION <b>(b) (6)</b> 314 W SUPERIOR ST STE 301 CHICAGO IL 60654-3538		CODE 3DH15	SHIP TO COMMANDER MARCORSYSCOM PATRICIA LYONS 3300 RUSSELL RD QUANTICO VA 22134-5010				CODE M67854	
<b>Line Item Summary</b>		Total Cost Total Funding		Accounting and Appropriation Data <b>See Schedule</b>				
<i>Teri S. Snyder</i>		<b>(b) (4)</b>						
BY: Teri S. Snyder		TEL: 703-432-3808 EMAIL: teri.snyder@usmc.mil		CONTRACTING/ORDERING OFFICER				

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Enhanced Desktop Bundle (SA) FFP CLIN 0300 - Enhanced Desktop Bundle SA only (qty 274). Wallace Creek. See Attached Spreadsheet FOB: Destination MILSTRIP: M9545012RCDFH54 PURCHASE REQUEST NUMBER: M9545012RCDFH54			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: M9545012RCDFH540001

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	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	12-JUN-2012	(b) (4)	COMMANDER MARCORSSYSCOM PATRICIA LYONS 3300 RUSSELL RD QUANTICO VA 22134-5010 703-432-7431 FOB: Destination	M67854

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 1721106BSS1 252 67854 067443 2D M95450  
COST CODE: 2RCDEH5410AN  
AMOUNT (b) (4)  
CIN M9545012RCDFH540001: (b) (4)

M67854-12-A-4701  
0003  
Page 6 of 6

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Wallace Creek Order Breakout		08-JUN-2012

**BPA CALL**

BPA MASTER NUMBER M67854-12-A-4701		BPA CALL NUMBER 0002		DATE OF CALL 06-Jun-2012		DISCOUNT TERMS Net 30 Days	
ISSUED BY MARINE CORPS SYSTEMS COMMAND PG10 ATTN: KIM COX-STREETS 2200 LESTER ST QUANTICO VA 22134			CODE M67854	PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER (M67443) MARINE CORPS VENDOR PAY ATTN - KANSAS P.O. BOX 369022 COLUMBUS OH 43218-9022			CODE M67443
CONTRACTOR SOETCHOICE CORPORATION <b>(b) (6)</b> 314 W SUPERIOR ST STE 301 CHICAGO IL 60654-3538			CODE 3DH15	SHIP TO COMMANDER MARCORSSYSCOM PATRICIA LYONS 3300 RUSSELL RD QUANTICO VA 22134-5010			CODE M67854
<b>Line Item Summary</b>		Total Cost Total Funding		Accounting and Appropriation Data <b>See Schedule</b>			

**(b) (4)**

*Holly L Goodson*  
BY: HOLLY L GOODSON

TEL: 703-432-7469  
EMAIL: holly.goodson@usmc.mil  
CONTRACTING/ORDERING OFFICER

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BUMED June 2012 SA Payment FFP See Attached FOB: Destination MILSTRIP: M9545012RC0020 PURCHASE REQUEST NUMBER: M9545012RC00220			(b) (4)	(b) (4)
	ACRN AA CIN: M9545012RC002200001			NET AMT	(b) (4)

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	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	06-JUN-2012	(b) (4)	COMMANDER MARCORSSYSCOM PATRICIA LYONS 3300 RUSSELL RD QUANTICO VA 22134-5010 703-432-7431 FOB: Destination	M67854

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

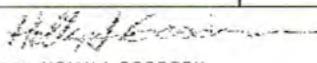
AA: 97201301882 252 37100 068688 2D xam020  
AMOUNT (b) (4)  
CIN M9545012RC002200001: (b) (4)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	BUMED June SA Payment Breakout		06-JUN-2012

**BPA CALL**

BPA MASTER NUMBER M67854-12-A-4701		BPA CALL NUMBER 0001		DATE OF CALL 06-Jun-2012		DISCOUNT TERMS Net 30 Days	
ISSUED BY MARINE CORPS SYSTEMS COMMAND PG10 ATTN: KIM COX-STREETS 2200 LESTER ST. QUANTICO VA 22134		CODE M67854	PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER (M67443) MARINE CORPS VENDOR PAY ATTN - KANSAS P. O. BOX 369022 COLUMBUS OH 43218-9022			CODE M67443	
CONTRACTOR <b>(b) (6)</b> SOFTCHOICE CORPORATION 314 W SUPERIOR ST STE 301 CHICAGO IL 60654-3538		CODE 3DH15	SHIP TO COMMANDER MARCORSYSCOM PATRICIA LYONS 3300 RUSSELL RD QUANTICO VA 22134-5010			CODE M67854	
<b>Line Item Summary</b>		Total Cost Total Funding <b>(b) (4)</b>		Accounting and Appropriation Data <b>See Schedule</b>			
 BY: HOLLY L GOODSON		TEL: 703-432-7469 EMAIL: holly.goodson@usmc.mil		CONTRACTING/ORDERING OFFICER			

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	June 2012 USMC SA Payment FFP See Attached for Breakout FOB: Destination MILSTRIP: M9545012RCSJE10 PURCHASE REQUEST NUMBER: M9545012RCSJE10			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: M6785412RCSJE100001

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	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	05-JUN-2012	(b) (4)	COMMANDER MARCORSSYSCOM PATRICIA LYONS 3300 RUSSELL RD QUANTICO VA 22134-5010 703-432-7431 FOB: Destination	M67854

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 17211061A2A 251 67854 067443 2D M95450  
COST CODE: 2RCSJE1010CH  
AMOUNT (b) (4)  
CIN M6785412RCSJE100001 (b) (4)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	USMC 2012 SA Payment		06-JUN-2012

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 29-Jun-2012	4. REQUISITION/PURCHASE REQ. NO.		1   4
6. ISSUED BY MCSC CONTRACTING OFFICES CODE CT: 2210 WILLIAMS STREET QUANTICO VA 22134		CODE M67854	7. ADMINISTERED BY (If other than item 6) MARINE CORPS SYSTEMS COMMAND PG10 ATTN: KIM COX-STREETS 2200 LESTER ST. QUANTICO VA 22134		CODE M67854
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SCOTCHCOPE CORPORATION (b) (6) 314 W SUPERIOR ST STE 301 CHICAGO IL 60654-3538				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-12-A-4701	
				X 10B. DATED (SEE ITEM 13) 23-May-2012	
CODE 3DH15		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: streetsk124134 The purpose of this modification is to correct the priority rating, and to add invoicing instructions for Navy BUMED purchases. All other terms and conditions remain unchanged.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TERI S. SNYDER / CONTRACTING OFFICER TEL: 703-432-3808 EMAIL: teri.snyder@usmc.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Teri S. Snyder</i> (Signature of Contracting Officer)		16C. DATE SIGNED 29-Jun-2012

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

\*\*\* CONFIDENTIAL / EXEMPT FROM DISCLOSURE UNDER FOIA \*\*\*

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

The DPAS code has changed from DOA7 to DO-A7.

SECTION I - CONTRACT CLAUSES

The following have been modified:  
INVOICING INSTRUCTIONS

**I. MARCORSSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS**

- a. Vendors, it is critical that the following instructions are followed. Failure to follow all instructions listed below may cause a delay or even rejection of invoice payment.
- b. In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Requests (MAR 2008)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor requests for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.
- c. The contractor shall (i) ensure an Electronic Business Point of Contact (POC) is designated in Central Contractor Registration at <<http://www.ccr.gov>>, and (ii) register to use WAWF-RA at <<https://wawf.eb.mil/> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the <https://wawf.eb.mil/>. Tutorial programs on the WAWF Program are available at <http://www.wawftraining.com>. It is highly recommended that all Vendors' visit this website.
- d. The contractor is directed to use the "2 -in-1" format when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC M67854-PG10 as the DODAAC for all shipping addresses.
- e. The contractor is directed to use the "combo" format when processing invoices and receiving reports for any Cost Reimbursement type CLINs. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC M67854-PG10 as the DODAAC for all shipping addresses.
- f. To expedite payment, when submitting invoices for payment the contractor is advised to check the applicable box to notify the Government point of contact electronically of an invoice submission.
- g. The vendor shall submit the invoice in WAWF after they have confirmed delivery of equipment to appropriate location. After submission of the invoice in WAWF please send a WAWF email notification to the Contracting Officer Representative (COR) and the alternate Point of Contact (POC), if applicable, shown in Section II.c. below. This is to ensure that the invoice is certified and prompt payment is made to the vendor as requested. To send the email, click on the Send Additional Email Notifications block on the page that appears. Add the primary point of contact's email address in the first email address block and add the alternate point of contact's email address in the following block. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

- h. During the invoicing process, WAWF requires the vendor to enter the Contract Number (PIIN), Order Number (SPIIN) and Cage Code. No dots, dashes or spaces. The WAWF - EDA pre-population process is very dependent on accurate, reliable information. Data contained in EDA will pre-populate the vendor's WAWF document only when the PIIN, SPIIN and cage# is entered correctly.
- i. If you are having issues with the WAWF program contact the Contracting Officer Representative (COR) Patricia Lyons (703) 432-7431 or via email at [patricia.lyons@usmc.mil](mailto:patricia.lyons@usmc.mil), or the Marine Corps WAWF contact Susan Dibianca (540) 322-2897x3210 via email at [susan.s.dibianca@lmco.com](mailto:susan.s.dibianca@lmco.com).

## II. VENDOR DATA ENTRY INFORMATION INTO WAWF:

### ADDRESS:

**USMC Orders**  
**DFAS-Columbus Center (M67443)**  
**MARINE CORPS VENDOR PAY**  
**ATTN: KANSAS**  
**P.O. BOX 369022**  
**COLUMBUS, OHIO 43218-9022**  
E-Mail: MyInvoice: <https://myinvoice.csd.disa.mil//index.html>

Data entry information in WAWF:  
Payment Office DoDAAC: M67443  
Issue By DoDAAC: M67854  
Admin Office DoDAAC: M67854  
Service Acceptor DoDAAC: M67854-PG10  
Contract Number: GS35F0196M  
Delivery Order/Call Number: M6785412A4701

**NAVY BUMED Orders**  
**DFAS-Rome, DoDAAC HQ0248**  
**Navy One Pay**  
**325 Brooks Road**  
**Rome, NY 13441-4527**  
E-Mail: MyInvoice: <https://myinvoice.csd.disa.mil//index.html>

Local Processing Office (LPO) DoDAAC: N37100  
Bureau of Medicine & Surgery  
M841, Accounting Division  
7700 Arlington Blvd.  
Falls Church, VA 22042  
Certifier/POC: [Janie.acklin@med.navy.mil](mailto:Janie.acklin@med.navy.mil)

Data entry information in WAWF:  
Payment Office DoDAAC: HQ0248  
Issue By DoDAAC: M67854  
Admin Office DoDAAC: M67854  
Service Acceptor DoDAAC: M67854-PG10  
Contract Number: GS35F0196M  
Delivery Order/Call Number: M6785412A4701

Note: Patricia Lyons is still the invoice certifying official (see III. Invoice Certifying Official below)

- a. Government Contract Specialist:  
Ms. Kimberly Cox-Streets, [kimberly.cox-streets@usmc.mil](mailto:kimberly.cox-streets@usmc.mil)

703-432-7468

**b. Government Contracting Officer:**

Ms. Holly Goodson, holly.goodson@usmc.mil  
703-432-7469

**c. Contracting Officer Representative (COR):**

Ms. Patricia Lyons, patricia.lyons@usmc.mil  
Phone: (703) 432-7431

**III. INVOICE CERTIFYING OFFICIAL IS:**

Name: Ms. Patricia Lyons  
Telephone: 703-432-7431  
Email: [patricia.lyons@usmc.mil](mailto:patricia.lyons@usmc.mil)

**IV. REQUESTOR INFORMATION:**

**PROGRAM: PM ITSS**

**REQUESTOR/COORDINATOR:**

Name: Ms. Patricia Lyons  
Telephone: 703-432-7431  
Email: [patricia.lyons@usmc.mil](mailto:patricia.lyons@usmc.mil)

Inspection and acceptance of contract/order deliverables are the responsibility of the Contracting Officer Representative or her duly authorized representative(s) except as otherwise specified in the contract under the inspection and acceptance clause. Moreover, the Contracting Officer Representative serves in a supporting role to the Contracting Officer, providing advice and expertise on technical issues. However, only the Contracting Officer has the authority to authorize deviations from the terms and conditions of this contract, including deviations from specification requirements. In the event the contractor does deviate, without written approval of the Contracting Officer, such deviation shall be at the risk of, and any cost related thereto shall be borne by, the contractor.

(End of Summary of Changes)

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within the BPA Term. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(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 the BPA Term; 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 31 May 2015.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (SEP 2007)

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

"Central Contractor Registration (CCR) 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 CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has marked the records "Active." The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR 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 CCR 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) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

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

(i) Company legal business.

(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 CCR 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) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR 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 CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(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 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 CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; 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 (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR 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.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR 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.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2012)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

X 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

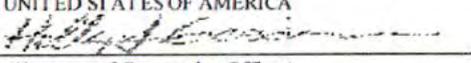
(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- (1) X 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).
- (2) X 252.203-7003, Agency Office of the Inspector General (APR 2012)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).
- (3) X 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (4) \_\_\_ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (SEP 2011) (15 U.S.C. 637).
- (5) \_\_\_ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).
- (6)(i) \_\_\_ 252.225-7001, Buy American Act and Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83, E.O. 10582).
- (ii) \_\_\_ Alternate I (OCT 2011) of 252.225-7001.
- (7) \_\_\_ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (8) \_\_\_ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).
- (9) \_\_\_ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).
- (10) \_\_\_ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (11) \_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- (12) \_\_\_ 252.225-7017, Photovoltaic Devices (MAR 2012) (Section 846 of Pub. L. 111-383).
- (13)(i) \_\_\_ 252.225-7021, Trade Agreements (JANUARY 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) \_\_\_ Alternate I (OCT 2011) of 252.225-7021.
- (iii) \_\_\_ Alternate II (OCT 2011) of 252.225-7021.
- (14) \_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (15) \_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (16)(i) \_\_\_ 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
- (ii) \_\_\_ Alternate I (OCT 2011) of 252.225-7036.
- (iii) \_\_\_ Alternate II (OCT 2011) of 252.225-7036.
- (iv) \_\_\_ Alternate III (OCT 2011) of 252.225-7036.

- (17) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) \_\_\_ 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19) X 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (20) \_\_\_ 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (21) X 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) X 252.227-7037, Validation of Restrictive Markings on Technical Data ((SEP 2011), if applicable (see 227.7102-4(c))(10 U.S.C. 2321).
- (23) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (24) \_\_\_ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)
- (25) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (26) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (27) \_\_\_ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).
- (28) \_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (29)(i) X 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) \_\_\_ Alternate I (MAR 2000) of 252.247-7023.
- (iii) \_\_\_ Alternate II (MAR 2000) of 252.247-7023.
- (iv) \_\_\_ Alternate III (MAY 2002) of 252.247-7023.
- (30) \_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR (2000) (10 U.S.C. 2631).
- (31) \_\_\_ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).
- c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- (1) 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- 2) 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

- (3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).
  - (4) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see 227.7102-4(c)).
  - (5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
  - (6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
  - (7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
  - (8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
  - (9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE 05-Jun-2012	4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY MCSC CONTRACTING OFFICES CODE CT: 2210 WILLIAMS STREET QUANTICO VA 22134		CODE M67854	5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than item 6) MARINE CORPS SYSTEMS COMMAND PG10 ATTN: KIM COX-STREETS 2200 LESTER ST. QUANTICO VA 22134		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SOFTCHOICE CORPORATION (b) (6) 314 W SUPERIOR ST STE 301 CHICAGO IL 60654-3538			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. M67854-12-A-4701	
			X 10B. DATED (SEE ITEM 13) 23-May-2012	
CODE 3DH15		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: streetsk123805 The purpose for this modification is to add Invoicing Instructions. All other terms and conditions will remain unchanged.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) HOLLYL GOODSON / CONTRACTING OFFICER TEL: 703-432-7469 EMAIL: hollygoodson@usmc.mil	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 05-Jun-2012

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

\*\*\* CONFIDENTIAL / EXEMPT FROM DISCLOSURE UNDER FOIA \*\*\*

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION I - CONTRACT CLAUSES

The following have been added by full text:

INVOICING INSTRUCTIONS

**I. MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS**

- a. Vendors, it is critical that the following instructions are followed. Failure to follow all instructions listed below may cause a delay or even rejection of invoice payment.
- b. In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Requests (MAR 2008)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor requests for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.
- c. The contractor shall (i) ensure an Electronic Business Point of Contact (POC) is designated in Central Contractor Registration at <<http://www.ccr.gov>>, and (ii) register to use WAWF-RA at <<https://wawf.eb.mil/> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the <https://wawf.eb.mil/>. Tutorial programs on the WAWF Program are available at <http://www.wawftraining.com>. It is highly recommended that all Vendors' visit this website.
- d. The contractor is directed to use the "2 -in-1" format when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC M67854-PG10 as the DODAAC for all shipping addresses.
- e. The contractor is directed to use the "combo" format when processing invoices and receiving reports for any Cost Reimbursement type CLINs. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC M67854-PG10 as the DODAAC for all shipping addresses.
- f. To expedite payment, when submitting invoices for payment the contractor is advised to check the applicable box to notify the Government point of contact electronically of an invoice submission.
- g. The vendor shall submit the invoice in WAWF after they have confirmed delivery of equipment to appropriate location. After submission of the invoice in WAWF please send a WAWF email notification to the Contracting Officer Representative (COR) and the alternate Point of Contact (POC), if applicable, shown in Section II.c. below. This is to ensure that the invoice is certified and prompt payment is made to the vendor as requested. To send the email, click on the Send Additional Email Notifications block on the page that appears. Add the primary point of contact's email address in the first email address block and add the alternate point of contact's email address in the following block. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.
- h. During the invoicing process, WAWF requires the vendor to enter the Contract Number (PIIN), Order Number (SPIIN) and Cage Code. No dots, dashes or spaces. The WAWF - EDA pre-population process is very dependent on accurate, reliable information. Data contained in EDA will pre-populate the vendor's WAWF document only when the PIIN, SPIIN and cage# is entered correctly.

- i. If you are having issues with the WAWF program contact the Contracting Officer Representative (COR) Patricia Lyons (703) 432-7431 or via email at [patricia.lyons@usmc.mil](mailto:patricia.lyons@usmc.mil), or the Marine Corps WAWF contact Susan Dibianca (540) 322-2897x3210 via email at [susan.s.dibianca@lmco.com](mailto:susan.s.dibianca@lmco.com).

## II. VENDOR DATA ENTRY INFORMATION INTO WAWF:

### ADDRESS:

DFAS-Columbus Center (M67443)

MARINE CORPS VENDOR PAY

ATTN: KANSAS

P.O. BOX 369022

COLUMBUS, OHIO 43218-9022

E-Mail: MyInvoice: <https://myinvoice.csd.disa.mil/index.html>

Data entry information in WAWF:

Payment Office DoDAAC: M67443

Issue By DoDAAC: M67854

Admin Office DoDAAC: M67854

Service Acceptor DoDAAC: M67854-PG10

Contract Number: GS35F0196M

Delivery Order/Call Number: M6785412A4701

#### a. Government Contract Specialist:

Ms. Kimberly Cox-Streets, [kimberly.cox-streets@usmc.mil](mailto:kimberly.cox-streets@usmc.mil)

703-432-7468

#### b. Government Contracting Officer:

Ms. Holly Goodson, [holly.goodson@usmc.mil](mailto:holly.goodson@usmc.mil)

703-432-7469

#### c. Contracting Officer Representative (COR):

Ms. Patricia Lyons, [patricia.lyons@usmc.mil](mailto:patricia.lyons@usmc.mil)

Phone: (703) 432-7431

## III. INVOICE CERTIFYING OFFICIAL IS:

Name: Ms. Patricia Lyons

Telephone: 703-432-7431

Email: [patricia.lyons@usmc.mil](mailto:patricia.lyons@usmc.mil)

## IV. REQUESTOR INFORMATION:

PROGRAM: PM ITSS

REQUESTOR/COORDINATOR:

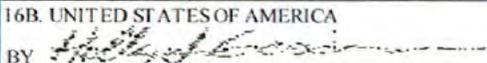
Name: Ms. Patricia Lyons

Telephone: 703-432-7431

Email: [patricia.lyons@usmc.mil](mailto:patricia.lyons@usmc.mil)

Inspection and acceptance of contract/order deliverables are the responsibility of the Contracting Officer Representative or her duly authorized representative(s) except as otherwise specified in the contract under the inspection and acceptance clause. Moreover, the Contracting Officer Representative serves in a supporting role to the Contracting Officer, providing advice and expertise on technical issues. However, only the Contracting Officer has the authority to authorize deviations from the terms and conditions of this contract, including deviations from specification requirements. In the event the contractor does deviate, without written approval of the Contracting Officer, such deviation shall be at the risk of, and any cost related thereto shall be borne by, the contractor.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 04-Jun-2012	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY MARINE CORPS SYSTEMS COMMAND PG10 ATTN: CYNTHIA WASHINGTON 2200 LESTER ST QUANTICO VA 22134	CODE M67854	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SOFTCHOICES CORPORATION (b) (6) 314 W SUPERIOR ST STE 301 CHICAGO IL 60654-3538		9A. AMENDMENT OF SOLICITATION NO.		
CODE 3DH15		FACILITY CODE		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. M67854-12-A-4701		
		X 10B. DATED (SEE ITEM 13) 23-May-2012		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: washington123767 The purpose of this modification is to: 1) Correct Block 5 from D0 A7 to DOA7. 2) All other terms and conditions remain unchanged.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) HOLLY L GOODSON / CONTRACTING OFFICER TEL: 703-432-7469 EMAIL: hollygoodson@usmc.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 04-Jun-2012	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

\*\*\* CONFIDENTIAL / EXEMPT FROM DISCLOSURE UNDER FOIA \*\*\*

M67854-12-A-4701  
P00001  
Page 2 of 2

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

The DPAS code has changed from D0 A7 to DOA7.

(End of Summary of Changes)

**ORDER FOR SUPPLIES OR SERVICES**

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. M67854-12-A-4701	2. DELIVERY ORDER/ CALL NO. 7N08	3. DATE OF ORDER/CALL (YYYYMMDD) 2012 Jun 01	4. REQ./ PURCH. REQUEST NO. 1300280739	5. PRIORITY
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6. ISSUED BY SPAWAR SYSTEMS CENTER PACIFIC SEAN B. KEARNS, CODE 22550 SEAN.KEARNS1@NAVY.MIL 53560 HULL STREET SAN DIEGO CA 92152-5001	CODE N66001	7. ADMINISTERED BY (if other than 6)  <b>SEE ITEM 6</b>	CODE	8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER  (See Schedule if other)
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9. CONTRACTOR SOFTCHOICE CORPORATION DUNS # 929022028 NAME AND ADDRESS 314 W SUPERIOR ST STE 301 CHICAGO IL 60654-3538	CODE 3DH15	FACILITY	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>	11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
			12. DISCOUNT TERMS	
13. MAIL INVOICES TO THE ADDRESS IN BLOCK See item 15				

14. SHIP TO  <b>SEE SCHEDULE</b>	CODE	15. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS OH 43218-2381	CODE HQ0339	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
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16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE		Reference your quote dated Furnish the following on terms specified herein. REF:

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:			

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE  
**See Schedule**

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
<b>SEE SCHEDULE</b>					

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA TEL: 619-553-4523 EMAIL: spencer.sessions@navy.mil BY: Spencer Sessions	<i>Spencer Sessions</i> CONTRACTING / ORDERING OFFICER	25. TOTAL \$81,741.08	26. DIFFERENCES
--	---	---	--------------------------	-----------------

27a. QUANTITY IN COLUMN 20 HAS BEEN  
 INSPECTED     RECEIVED     ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------------------	---

e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP NO.	29. DO VOUCHER NO.	30. INITIALS
f. TELEPHONE NUMBER	g. E-MAIL ADDRESS		32. PAID BY <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL

36. I certify this account is correct and proper for payment.

a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. CHECK NUMBER
			35. BILL OF LADING NO.

37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.
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Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0300	ProDsktp ALNG SA MVL FFP Manufacturer Part Number: A07-00042 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130028073900001

PURCHASE REQUEST NUMBER: 1300280739

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0340	ExchgSvrStd ALNG SA MVL FFP Manufacturer Part Number: 312-02257 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130028073900002

PURCHASE REQUEST NUMBER: 1300280739

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0389	SharePointSvr ALNG SA MVL FFP Manufacturer Part Number:H04-00268 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130028073900003

PURCHASE REQUEST NUMBER: 1300280739

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0391	SQL CAL ALNG SA MVL User CAL FFP Manufacturer Part Number: 359-00961 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130028073900004

PURCHASE REQUEST NUMBER: 1300280739

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0392	SQL Svr Standard Edtn ALNG SA MVL FFP Manufacturer Part Number: 228-04433 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130028073900005

PURCHASE REQUEST NUMBER: 1300280739

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0393	SQL Svr Standard Edtn ALNG SA MVL I Proc FFP Manufacturer Part Number: 228-03148 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130028073900006

PURCHASE REQUEST NUMBER: 1300280739

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0397	SQLSvrEnt ALNG SA MVL 1Proc FFP Manufacturer Part Number: 810-03307 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130028073900007

PURCHASE REQUEST NUMBER: 1300280739

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0407	SysCtrCnfgMgrSvr ALNG SA MVL FFP Manufacturer Part Number: J3A-00162 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130028073900008

PURCHASE REQUEST NUMBER: 1300280739

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0408	SysCtrCnfgMgrSvrMLEnt ALNG SA MVL FFP Manufacturer Part Number: J7A-00141 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130028073900009

PURCHASE REQUEST NUMBER: 1300280739

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0449	VSPremwMSDN ALNG SA MVL FFP Manufacturer Part Number: 9ED-00073 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
CIN: 130028073900010

PURCHASE REQUEST NUMBER: 1300280739

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0450	VSProwMSDN ALNG SA MVL FFP Manufacturer Part Number: 77D-00111 FOB: Destination	(b) (4)	(b) (4)	(b) (4)	(b) (4)

NET AMT

(b) (4)

ACRN AA  
CIN: 130028073900011

PURCHASE REQUEST NUMBER: 1300280739

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0458	VSUltwMSDN ALNG SA MVL FFP Manufacturer Part Number: 9JD-00053 FOB: Destination	(b) (4)	(b) (4)	(b) (4)	(b) (4)

NET AMT

(b) (4)

ACRN AA  
CIN: 130028073900012

PURCHASE REQUEST NUMBER: 1300280739

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0470	WinRmtDsktpSrvcCAL ALNG SA MVL DvcCAL FFP Manufacturer Part Number: 6VC-01253 FOB: Destination	(b) (4)	(b) (4)	(b) (4)	(b) (4)

NET AMT

(b) (4)

ACRN AA  
CIN: 130028073900016

PURCHASE REQUEST NUMBER: 1300280739

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0475	WinSvrDataCtr ALNG SA MVL IProc FFP Manufacturer Part Number: P71-00886 FOB: Destination	(b) (4)	(b) (4)	(b) (4)	(b) (4)

NET AMT

(b) (4)

ACRN AA  
CIN: 130028073900013

PURCHASE REQUEST NUMBER: 1300280739

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0476	WinSvrEnt SNGL SA MVL FFP Manufacturer Part Number: P72-00188 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
 CIN: 130028073900014

PURCHASE REQUEST NUMBER: 1300280739

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0479	WinSvrStd ALNG SA MVL FFP Manufacturer Part Number: P73-00226 FOB: Destination			(b) (4)	

NET AMT

(b) (4)

ACRN AA  
 CIN: 130028073900015

PURCHASE REQUEST NUMBER: 1300280739

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0300	Destination	Government	Destination	Government
0340	Destination	Government	Destination	Government
0389	Destination	Government	Destination	Government
0391	Destination	Government	Destination	Government

0392	Destination	Government	Destination	Government
0393	Destination	Government	Destination	Government
0397	Destination	Government	Destination	Government
0407	Destination	Government	Destination	Government
0408	Destination	Government	Destination	Government
0449	Destination	Government	Destination	Government
0450	Destination	Government	Destination	Government
0458	Destination	Government	Destination	Government
0470	Destination	Government	Destination	Government
0475	Destination	Government	Destination	Government
0476	Destination	Government	Destination	Government
0479	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0300	POP 01-JUN-2012 TO 31-MAY-2013	N/A	N/A FOB: Destination	
0340	POP 01-JUN-2012 TO 31-MAY-2013	N/A	N/A FOB: Destination	
0389	POP 01-JUN-2012 TO 31-MAY-2013	N/A	N/A FOB: Destination	
0391	POP 01-JUN-2012 TO 31-MAY-2013	N/A	N/A FOB: Destination	
0392	POP 01-JUN-2012 TO 31-MAY-2013	N/A	N/A FOB: Destination	
0393	POP 01-JUN-2012 TO 31-MAY-2013	N/A	N/A FOB: Destination	
0397	POP 01-JUN-2012 TO 31-MAY-2013	N/A	N/A FOB: Destination	
0407	POP 01-JUN-2012 TO 31-MAY-2013	N/A	N/A FOB: Destination	
0408	POP 01-JUN-2012 TO 31-MAY-2013	N/A	N/A FOB: Destination	
0449	POP 01-JUN-2012 TO 31-MAY-2013	N/A	N/A FOB: Destination	
0450	POP 01-JUN-2012 TO 31-MAY-2013	N/A	N/A FOB: Destination	
0458	POP 01-JUN-2012 TO 31-MAY-2013	N/A	N/A FOB: Destination	
0470	POP 01-JUN-2012 TO 31-MAY-2013	N/A	N/A FOB: Destination	
0475	POP 01-JUN-2012 TO 31-MAY-2013	N/A	N/A FOB: Destination	
0476	POP 01-JUN-2012 TO 31-MAY-2013	N/A	N/A FOB: Destination	

0479	POP 01-JUN-2012 TO 31-MAY-2013	N/A	N/A FOB: Destination
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Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 1721804 60BA 253 39040 068732 2D X20001  
COST CODE: 390402ND9XVQ  
AMOUNT: \$81,741.08  
CIN 130028073900001  
CIN 130028073900002  
CIN 130028073900003  
CIN 130028073900004  
CIN 130028073900005  
CIN 130028073900006  
CIN 130028073900007  
CIN 130028073900008  
CIN 130028073900009  
CIN 130028073900010  
CIN 130028073900011  
CIN 130028073900012  
CIN 130028073900013  
CIN 130028073900014  
CIN 130028073900015  
CIN 130028073900016

(b) (4)

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9209 INVOICING INSTRUCTIONS FOR SUPPLIES, OR SUPPLIES WITH SERVICES INCIDENTAL, USING WIDE AREA WORK FLOW (WAWF) (APR 2009)

(a) Invoices for supplies delivered under this *delivery order* shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.

(b) The vendor shall have their Cage Code activated by calling 1-866-618-5988 and selecting option 2. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. WAWF Vendor "Quick Reference" Guides are located at the following web site:  
[http://acquisition.navy.mil/rda/home/acquisition\\_one\\_source/ebusiness/don\\_ebusiness\\_solutions/wawf\\_overview/vendor\\_information](http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information)

(c) Cost back-up documentation (such as delivery receipts, labor hours & material/travel costs etc.) shall be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product or Adobe (.pdf files) are attachable to the invoice in WAWF. The total size limit for files per invoice is 5 megabytes. A separate copy shall be sent to the COR/TOM.

(d) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of this clause by email. If the invoice and/or receiving report are delivered in the email as an

attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(e) A separate invoice will be prepared for each delivery order or purchase order. Do not combine the payment claims for supplies provided under this contract ordered through multiple delivery orders within one invoice.

(f) The following information is provided for completion and routing of the invoice in WAWF:

WAWF Invoice Type *	Invoice and Receiving Report (Combo)
Issuing Office DODAAC	N66001
Admin DODAAC	N66001
Inspector DODAAC (if applicable)	N/A
Inspector Contact Information	N/A
Acceptor, Ship To DODAAC (for Combo) or, Service Approver DODAAC (Cost Voucher)	N39040
Acceptor Contact Information	Peter Laverriere Portsmouth Naval Shipyard (207)-438-5180 <a href="mailto:Peter.laverriere@navy.mil">Peter.laverriere@navy.mil</a>
COR Contact Information	N/A
LPO Contact Information	N/A
DCAA Auditor DoDAAC **	N/A
Service Approver DoDAAC **	N/A
PAY DODAAC	HQ0339

(g) After submitting the document(s) to WAWF, click on "Send More Email Notifications" and add the acceptor/receiver email addresses noted below. The contractor shall, at a minimum, include the COR, Receiver, and Acceptor. This additional notification to the government is necessary to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF:

Send Additional Email Notification(s) to:			
Name	Email	Phone	Role
Thomas Keravich	<a href="mailto:thomas.keravich@navy.mil">thomas.keravich@navy.mil</a>	(207)-438-5818	COR

### BPA CALL MODIFICATION

<b>BPA MASTER NUMBER</b> M67854-12-A-4701	<b>BPA CALL MOD NUMBER</b> 000202	<b>DATE OF CALL MOD</b> 06-Jul-2012	<b>DISCOUNT TERMS</b> Net 30 Days
<b>ISSUED BY</b> MARINE CORPS SYSTEMS COMMAND PG10 ATTN: KIM COX-STREETS 2200 LESTER ST. QUANTICO VA 22134		<b>PAYMENT WILL BE MADE BY</b> DFAS - COLUMBUS CENTER (M67443) MARINE CORPS VENDOR PAY ATTN - KANSAS P.O. BOX 369022 COLUMBUS OH 43218-9022	
<b>CONTRACTOR</b> SOFTCHOICE CORPORATION (b) (6) 314 W SUPERIOR ST STE 301 CHICAGO IL 60654-3538		<b>SHIP TO</b> COMMANDER MARCORSYSCOM PATRICIA LYONS 3300 RUSSELL RD QUANTICO VA 22134-5010	
<b>Line Item Summary</b>	<b>Total Cost</b> <b>Total Funding</b>	<b>Accounting and Appropriation Data</b> <b>See Schedule</b>	

*Teri S. Snyder*

TEL: 703-432-3808

EMAIL: [teri.snyder@usmc.mil](mailto:teri.snyder@usmc.mil)

BY: Teri S. Snyder

CONTRACTING/ORDERING OFFICER

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BUMED June 2012 SA Paym FFP The purpose of this modification is to change the funding document number from M9545012RC00220 to N3710012WXAM021. All other terms and conditions remain unchanged. FOB: Destination MILSTRIP: N3710012WXAM021 PURCHASE REQUEST NUMBER: M9545012RC00220	(b) (4)	Lot	(b) (4)	(b) (4)
				NET AMT	(b) (4)
	ACRN AA CIN: M9545012RC002200001				

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	Destination	Government	Destination	Government

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	06-JUN-2012	(b) (4)	COMMANDER MARCORSYSCOM PATRICIA LYONS 3300 RUSSELL RD QUANTICO VA 22134-5010 703-432-7431 FOB: Destination	M67854

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97201301882 252 37100 068688 2D xam020

AMOUNT (b) (4)

CIN M9545012RC002200001 (b) (4)

### BPA CALL MODIFICATION

<b>BPA MASTER NUMBER</b> M67854-12-A-4701	<b>BPA CALL MOD NUMBER</b> 000203	<b>DATE OF CALL MOD</b> 31-Jul-2012	<b>DISCOUNT TERMS</b> Net 30 Days
<b>ISSUED BY</b> MARINE CORPS SYSTEMS COMMAND PG10 ATTN: KIM COX-STREETS 2200 LESTER ST. QUANTICO VA 22134		<b>PAYMENT WILL BE MADE BY</b> DFAS ROME 325 BROOKS RD ROME NY 13441-4527	
<b>CONTRACTOR</b> SOFTCHOICE CORPORATION (b) (6) 314 W SUPERIOR ST STE 301 CHICAGO IL 60654-3538		<b>SHIP TO</b> COMMANDER MARCORSYSCOM PATRICIA LYONS 3300 RUSSELL RD QUANTICO VA 22134-5010	
<b>Line Item Summary</b>	<b>Total Cost</b> <b>Total Funding</b> (b) (4)	<b>Accounting and Appropriation Data</b> <b>See Schedule</b>	

BY: *Teri S. Snyder*      TEL: 703-432-3808      EMAIL: [teri.snyder@usmc.mil](mailto:teri.snyder@usmc.mil)      CONTRACTING/ORDERING OFFICER

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BUMED June 2012 SA Payment FFP The purpose of this modification is to change the Pay office address and DoDAAC to HQ0248. All other terms and conditions remain unchanged. FOB: Destination MILSTRIP: N3710012WXAM021 PURCHASE REQUEST NUMBER: M9545012RC00220	(b) (4)	Lot	(b) (4)	(b) (4)
	ACRN AA CIN: M9545012RC002200001			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	Destination	Government	Destination	Government

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	06-JUN-2012	(b) (4)	COMMANDER MARCORSYSCOM PATRICIA LYONS 3300 RUSSELL RD QUANTICO VA 22134-5010 703-432-7431 FOB: Destination	M67854

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97201301882 252 37100 068688 2D xam020

AMOUNT (b) (4)

CIN M9545012RC002200001 (b) (4)