

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number SEE SCHEDULE	Page 1 Of 8
2. Contract No. N00104-12-A-ZF34	3. Award/Effective Date	4. Order Number BA01	5. Solicitation Number	6. Solicitation Issue Date	
7. For Solicitation Information Call:	A. Name ILANA BOHREN		B. Telephone Number (No Collect Calls) (309) 782-1844	8. Offer Due Date/Local Time	
9. Issued By ROCK ISLAND CONTRACTING CENTER CCRC-T ROCK ISLAND, IL 61299-8000 BLDGS 60 & 390 Email: ILANA.BOHREN@US.ARMY.MIL		Code W52P1J	10. This Acquisition is <input type="checkbox"/> Unrestricted OR <input type="checkbox"/> Set Aside: % For: <input type="checkbox"/> Small Business <input type="checkbox"/> Women-Owned Small Business (WOSB) Eligible Under the Women-Owned Small Business Program <input type="checkbox"/> Hubzone Small Business <input type="checkbox"/> Economically Disadvantaged Women-Owned Small Business (EDWOSB) <input type="checkbox"/> Service-Disabled Veteran-Owned Small Business NAICS: 334611 <input type="checkbox"/> 8(A) Size Standard:		
11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule		12. Discount Terms		13a. This Contract Is A Rated Order Under DPAS (15 CFR 700) <input checked="" type="checkbox"/>	
15. Deliver To SEE SCHEDULE		Code	14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
Telephone No.		16. Administered By ROCK ISLAND CONTRACTING CENTER ROCK ISLAND ARSENAL ROCK ISLAND IL 61299 SCD: C PAS: NONE		Code W52P1J	
17a. Contractor/Offeror EMERGENT LLC 8219 LEESBURG PIKE STE 300 VIENNA, VA 22182-2622 Telephone No. (703) 288-4556		Code 4J2K1	18a. Payment Will Be Made By DFAS-COLUMBUS DFAS-CO/JAIQBAC ATTN: ROCK ISLAND P. O. BOX 182316 COLUMBUS OH 43218-2316		Code HQ0303
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer		<input type="checkbox"/> 18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum			
19. Item No.	20. Schedule Of Supplies/Services SEE SCHEDULE		21. Quantity	22. Unit	23. Unit Price
					24. Amount
(Use Reverse and/or Attach Additional Sheets As Necessary)					
25. Accounting And Appropriation Data SEE CONTRACT ADMINISTRATION DATA				26. Total Award Amount (For Govt. Use Only) \$5,399,988.00	
<input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.			<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.		
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda <input type="checkbox"/> Are <input checked="" type="checkbox"/> Are Not Attached.					
<input checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return <u>2</u> Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified.			<input type="checkbox"/> 29. Award Of Contract: Ref. _____ Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:		
30a. Signature Of Offeror/Contractor 			31a. United States Of America (Signature Of Contracting Officer)		
30b. Name And Title Of Signer (Type Or Print) Paul Kohler, EVP		30c. Date Signed 9/19/12	31b. Name Of Contracting Officer (Type Or Print) JILL M. SOMMER JILL.M.SOMMER.CIV@MAIL.MIL (309) 782-3582		31c. Date Signed

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number SEE SCHEDULE		Page 1 Of 8	
2. Contract No. N00104-12-A-2F34		3. Award/Effective Date 2012SEP19		4. Order Number BA01		5. Solicitation Number	
7. For Solicitation Information Call:		A. Name ILANA BOHREN		B. Telephone Number (No Collect Calls) (309)782-1844		6. Solicitation Issue Date	
9. Issued By ROCK ISLAND CONTRACTING CENTER CCRC-T ROCK ISLAND, IL 61299-8000 BLDGS 60 & 390 Email: ILANA.BOHREN@US.ARMY.MIL		Code W52P1J		10. This Acquisition is <input type="checkbox"/> Unrestricted OR <input type="checkbox"/> Set Aside: % For: <input type="checkbox"/> Small Business <input type="checkbox"/> Women-Owned Small Business (WOSB) Eligible Under the Women-Owned Small Business Program <input type="checkbox"/> Hubzone Small Business <input type="checkbox"/> Economically Disadvantaged Women-Owned Small Business (EDWOSB) <input type="checkbox"/> Service-Disabled Veteran-Owned Small Business NAICS: 334611 <input type="checkbox"/> 8(A) Size Standard:			
11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule		12. Discount Terms		<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (15 CFR 700)		13b. Rating DOA6	
15. Deliver To SEE SCHEDULE		Code		14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
Telephone No.		Code		16. Administered By ROCK ISLAND CONTRACTING CENTER ROCK ISLAND ARSENAL ROCK ISLAND IL 61299 SCD: C PAS: NONE			
17a. Contractor/Offeror EMERGENT LLC 8219 LEESBURG PIKE STE 300 VIENNA, VA 22182-2622 Telephone No. (703)288-4556		Code 4J2K1 Facility		18a. Payment Will Be Made By DFAS-COLUMBUS DFAS-CO/JAIQBAC ATTN: ROCK ISLAND P. O. BOX 182316 COLUMBUS OH 43218-2316			
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30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer) /SIGNED/			
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) JILL M. SOMMER JILL.M.SOMMER.CIV@MAIL.MIL (309)782-3582		31c. Date Signed 2012SEP19	

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

Received Inspected Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative				
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative				
			32g. E-Mail of Authorized Government Representative				
33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	36. Payment		37. Check Number	
<input type="checkbox"/> Partial	<input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final			
38. S/R Account No.		39. S/R Voucher Number	40. Paid By				
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)				
41b. Signature And Title Of Certifying Officer			41c. Date		42b. Received At (Location)		
					42c. Date Rec'd (YY/MM/DD)		42d. Total Containers

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 8
	PIIN/SIIN N00104-12-A-ZF34/BA01 MOD/AMD	
Name of Offeror or Contractor: EMERGENT LLC		

SUPPLEMENTAL INFORMATION

1. The purpose of Delivery Order BA01 to Contract N00104-12-A-12-AZ34 is to award Adobe Acrobat Licenses and Maintenance for Army requirements.

2. Task order BA01 will provide Perpetual Licenses and Maintenance for one(1)year base period. Additionally, there are two, one (1) year Maintenance option periods of performance if the government chooses to exercise the options.

3. The Period of Performance (PoP) is:

- A. Base Period of Performance: 21 September 2012 - 20 September 2013
- B. Maintenance Option Period one (1): 21 September 2013 - 20 September 2014
- C. Maintenance Option Period two (2): 21 September 2014 - 20 September 2015

4. Per Emergent, LLC's quote date 12 September 2012 prices are as follows:

CLIN 0001AA Adobe Licenses only for a minimum quantity of 30,304 as required are priced at \$66.00. Licenses purchased under this CLIN will be credited against 0002AA.(Valid until 31 September 2012)

CLIN 0002AA Licenses and Annual Maintenance up to 800,000 permitted users is priced at \$8,939,000.00. A credit will be given for all licenses purchased under CLIN 0001AA. (CLIN 0002AA is valid until 26 November 2012)

CLIN 1001AA Software Maintenance is priced at \$1,261,500.00.

CLIN 2001AA Software Maintenance is priced at \$1,261,500.00.

5. The Base Period is incrementally funded in the amount of \$5,399,988.00 for a total of 81,818 licenses under CLIN 0001AA. Should additional funding become available a modification will be executed.

6. Incorporate the following clauses: DFARS Clause 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports, FAR Clause 52.232-4501 Wide Area Work Flow (WAWF-RA), FAR Clause 52.217-9 Option to Extend the Term of the Contract, and FAR Clause 52.232-18 Availability of Funds.

7. Incorporate ARMY ELA Information:

- a) All licenses provided under this agreement are fully transferable within the Department of Army.
- b) Offers must include flat-lined software maintenance cost (0% escalation) for all maintenance CLINs within the proposed agreement.
- c) After conclusion of this agreement, the Government would expect an annual escalation amount of not greater than .5%.
- d) A Dedicated Point of Contact(s) (who will provide Phone number and E-mail address to the Government) from the offeror will be provided to the Government at time of Award to assist with migration of existing agreements.
- e) The proposed agreement addresses all compliance issues for the license and support fees for: (i) the existing perpetual licenses (ii) all the program licenses identified in CLIN 0001.
- f) The Army will be exempt from any audits during the period of performance as long as the maintenance option is executed. The Army is under no obligation to provide an annual true-up of licenses. Therefore, during the term of the agreement the Army will not be required to count the number of licenses installed, nor be subject to any audits of the licenses usage. At the end of the agreement the Army will self audit usage and any licenses in excess of the 800,000 in this agreement will be purchased under separate agreement. At the end of the ELA the Army will own 800,000 unrestricted perpetual licenses of Adobe Acrobat Professional. The benefits of unrestricted licenses will allow the Army the flexibility to transfer and allocate licenses across the Army depending on mission needs.

8. Except as provided herein, all other terms and conditions of Emergent LLC's General Services Administration (GSA) Contract GS-35F-0119W and the Department of Defense (DOD) Enterprise Software Initiative (ESI) Blanket Purchase Agreement (BPA)N00104-12-A-ZF34 shall apply. In the event of an inconsistency between the provisions of the BPA and/or the applicable GSA contract, the provisions and terms and conditions of this Delivery Order shall take precedence, which includes Emergent LLC's quoted dated 12 September 2012. Additionally, the Terms and Conditions of Emergent, LLC ESI BPA Number N00104-12-A-ZF34 and Carahsoft Technology Corp. ESI BPA Number N00104-09-A-ZF31 apply due to an existing Contractor Team Arrangement (CTA) signed on 06 September 2012. All other terms and conditions of the request for quote and all amendments are hereby incorporated into this contract.

*** END OF NARRATIVE A0001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN N00104-12-A-ZF34/BA01 MOD/AMD

Name of Offeror or Contractor: EMERGENT LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA	<p data-bbox="264 306 623 327"><u>SOFTWARE MAINTENANCE OPTION YR 2</u></p> <p data-bbox="264 363 623 407">NOUN: SOFTWARE MAINTENANCE OPYR2 PSC: 7030</p> <p data-bbox="256 443 703 487">Option Year Two price for Maintenance is \$1,261,500.00.</p> <p data-bbox="444 548 699 569">(End of narrative B001)</p> <p data-bbox="264 653 545 674"><u>Inspection and Acceptance</u></p> <p data-bbox="264 680 834 701">INSPECTION: Destination ACCEPTANCE: Destination</p> <p data-bbox="264 758 545 779"><u>Deliveries or Performance</u></p>				

Name of Offeror or Contractor: EMERGENT LLC

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>	OBLG <u>STAT</u>	JO NO/ <u>ACCT ASSIGN</u>	<u>ACRN</u>	OBLIGATED <u>AMOUNT</u>
0001AA	PE2R6704PE 10236704	1		AA	\$ 5,399,988.00
TOTAL					\$ 5,399,988.00

<u>ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	OBLIGATED <u>AMOUNT</u>
AA	021 201220122020 0000 A22II 432126MXCL 252B 0010236704 0030000845	021001 \$ 5,399,988.00
TOTAL		\$ 5,399,988.00

LINE	<u>ACRN</u>	<u>EDI/SFIS ACCOUNTING CLASSIFICATION</u>	OBLIGATED <u>AMOUNT</u>
0001AA	AA	021 201220122020 0000 A22II 432126MXCL 252B 0010236704 0030000845	021001

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	52.232-4501 (ACC-RI)	US ARMY CONTRACTING COMMAND, ROCK ISLAND CONTRACTING CENTER, IMPLEMENTATION OF WIDE AREA WORKFLOW RECEIPT AND ACCEPTANCE (WAWF-RA) FOR ELECTRONIC PROCESSING OF RECEIPT/ACCEPTANCE DOCUMENTS AND PAYMENT	AUG/2008
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1. To implement DFARS Clause 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS", the U.S. Army Contracting Command, Rock Island Contracting Center, uses Wide Area Workflow Receipt and acceptance (WAWF-RA) to electronically process contractor requests for payment. This application allows DOD contractors to submit and track invoices and receipt/acceptance documents electronically.

2. The contractor is required to use WAWF-RA when processing invoices and receiving reports under this procurement action. Submission of hard copy DD250/invoices will no longer be accepted for payment except as provided in paragraph 3. of this clause.

3. The Contractor may submit a payment request using other than WAWF-RA only when:

(a) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to Wide Area Workflow-Receipt and Acceptance;

(b) DoD is unable to receive a payment request in electronic form; or

(c) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment.

4. INSTRUCTIONS:

(a) INITIAL: The contractor shall register to use WAWF at <http://wawf.eb.mil> . There is no charge to use WAWF. All questions relating to system setup and vendor training can be directed to the help desk at Ogden, UT. Their number is 1-866-618-5988. Web-based training for WAWF is also available at <http://www.wawftraining.com/> .

(b) DESCRIPTION OF WAWF-RA TYPES OF INVOICE/RECEIVING REPORTS:

- 1) Progress Payment (For use under contractually authorized Progress Payments)
- 2) Performance Based Payment (For use under contractually authorized Performance Based Payments)
- 3) "COMBO" Invoice/Receiving Report (For Supply CLINS including ammunition items and ammunition related items)
- 4) "2-in-1" (For Service CLINS only)

5) Cost Voucher (For use with Cost Reimbursement contracts, Time and Material or Labor Hour contracts containing FAR Clauses 52.216-7, "Allowable Cost and Payment" or 52.232-7, "Payments under Time-and-Materials and Labor-Hour Contracts")

CONTINUATION SHEET**Reference No. of Document Being Continued**

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PIIN/SIIN N00104-12-A-ZF34/BA01

MOD/AMD

Name of Offeror or Contractor: EMERGENT LLC

(c) CODES: THE FOLLOWING CODES ARE REQUIRED TO ROUTE CONTRACTOR INVOICES THROUGH WAWF:

Contractor Cage Code* _____

Pay DoDAAC (Department of Defense Activity Address Code)*:

Issue DoDAAC: W52P1J

Admin DoDAAC*: W52P1J

Inspect by DoDAAC*: W56G8W - Attn: Dorothy Bowen

Contracting Officer* Jill M. Sommer

Ship to Code*:

Product Director, CHESS

SFAE-PS-CH

9351 Hall Road

Fort Belvoir, VA 22060-5526

*Required fields in WAWF. Cage Code, Paying, Issuing, and Administering DoDAACS and the assigned Contracting Officer may be found on the face of the award document. When the contract administration is assigned to DCMA; the contractor should contact the assigned Administrative Contracting Officer to obtain the applicable "inspect by" DoDAAC. If contract administration is retained by the Issuing/Procuring Activity; the contractor should contact the assigned Procuring Contracting Officer to obtain the applicable "inspect by" DoDAAC.

(d) SPECIAL ACCOUNTABILITY REQUIREMENTS FOR AMMUNITION AND AMMUNITION RELATED ITEMS (Energetic and Inert)

When items are ready for shipment, the contractor shall prepare and include with each shipment, a receipt and accountability document describing the contents of the shipment. Its purpose is to ensure proper receipt and accountability is maintained for ammunition and ammunition related items. In accordance with DFARS 252.246-7000, contractor submission of the material inspection and receiving information required by Appendix F of the DFARS by using the Wide Area Work Flow (WAWF) electronic form fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report that reflect the exact contents of each conveyance) shall be distributed with each shipment, in accordance with Appendix F, Part 4, F-401, and Table 1 of the DFARS. In addition to including a copy of the receipt and accountability document with each shipment, the contractor shall send an electronic copy to the Contracting Officer within one day of shipment.

If the volume of the shipment precludes the use of a single car, truck, or other vehicle, a separate receipt and accountability document shall be prepared and included in the shipment. If the shipped to, marked for, shipped from, mode of shipment, contract quality assurance and acceptance data are the same for more than one shipment made on the same day under the contract, the contractor may prepare one document to cover all shipments; however, each document shall be annotated to reflect the partial of any item on a single vehicle, such as partial 1 of 3, 2 of 3, and 3 of 3 and the document accompanying each shipment shall identify the unique contents of each vehicle, i.e., lot, quantity per lot, etc. For proper receipt and accountability, the WAWF electronic document shall contain, at a minimum, the following information for each shipment:

The "Header Tab" of WAWF must identify the Prime contractor's name and CAGE Code.

Besides the financial requirements of "Unit Price", "Unit of Measure", "Qty. Shipped", the extended dollar "Amount", and the ACRN, the "Line Item" tab of WAWF must identify:

Contract Number
Delivery Order number (if applicable)
Shipment Number
Invoice Number
Item Number (CLIN Number from contract)
Stock Number (NSN)

In the "Description" field of the WAWF document, the MILSTRIP requisition document number and the ammunition Lot and serial number (if applicable) must be annotated for the quantities shipped related to this particular invoice.

NOTE: If there are multiple Lot numbers or multiple MILSTRIP requisition document numbers, each Lot number and MILSTRIP requisition number must be identified separately.

(End of clause)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 7 of 8****PIIN/SIIN** N00104-12-A-ZF34/BA01**MOD/AMD**

Name of Offeror or Contractor: EMERGENT LLC

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 8 of 8****PIIN/SIIN** N00104-12-A-ZF34/BA01**MOD/AMD****Name of Offeror or Contractor:** EMERGENT LLC

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.232-18	AVAILABILITY OF FUNDS	APR/1984
2	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
3	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 1 day prior to expiration provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 5 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 3 years.

(End of Clause)