

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER HQCAA2039210000		PAGE 1 OF 17	
2. CONTRACT NO. GS-35F-4543G		3. AWARD/EFFECTIVE DATE 30-Apr-2012		4. ORDER NUMBER HQC007-12-F-0009		5. SOLICITATION NUMBER HQC007-12-T-0011	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME RITA W. JACKSON				b. TELEPHONE NUMBER (No Collect Calls) 804-734-8000 EXT 48199	
9. ISSUED BY DEFENSE COMMISSARY AGENCY INFORMATION TECHNOLOGY BRANCH 1300 E AVE FORT LEE VA 23801-1800  TEL: 804-734-8000 FAX: 804-734-8598		CODE HQC007		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 25500000 NAICS: 443120		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO DEFENSE COMMISSARY AGENCY ATTN: INFORMATION TECHNOLOGY DIRECTORATE 1300 E AVENUE FORT LEE VA 23801-1800		CODE HQCAA		16. ADMINISTERED BY  <b>SEE ITEM 9</b>			
17a. CONTRACTOR/OFFEROR DLT SOLUTIONS, LLC 13861 SUNRISE VALLEY DR STE 400 HERNDON VA 20171-6126  TEL. 703-708-9146		CODE 0S0H9		18a. PAYMENT WILL BE MADE BY DFAS-WIDE AREA WORK FLOW DFAS - CVDAAA/CO P.O. BOX 369016 COLUMBUS OH 43236-9016		CODE HQ0131	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA  See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  \$1,230,494.94	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <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 checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> 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 HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input checked="" type="checkbox"/> OFFER DATED <u>23-Apr-2012</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
						30-Apr-2012	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Rita W. Jackson / Contracting Officer TEL: 804-734-8000 ext 48199 EMAIL: rita.jackson@deca.mil			

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

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

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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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 <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

## Section SF 1449 - CONTINUATION SHEET

ADMINISTRATIVE INFORMATION

## POINTS OF CONTACT:

A. CONTRACTING: Jason Nuckols or [jason.nuckols@deca.mil](mailto:jason.nuckols@deca.mil)  
Phone: 804-734-8000 x48199

## B. WAWF RECEIPTING:

## Primary:

Debbie Emory; email: [Debbie.Emory@deca.mil](mailto:Debbie.Emory@deca.mil)  
Phone: 804-734-8000 x48567

## Alternate:

Kim Short; email: [Kim.Short@deca.mil](mailto:Kim.Short@deca.mil)  
Phone: 804-734-8000 x48042

Allyson Schaeffer; email: [Allyson.Schaeffer@deca.mil](mailto:Allyson.Schaeffer@deca.mil)  
Phone: 804-734-8000 x48304

Katrina Eisenhauer; email: [Katrina.Eisenhauer@deca.mil](mailto:Katrina.Eisenhauer@deca.mil)  
Phone: 804-734-8000 x48738

VENDOR POC: Steve Roesch; email: [Steve.Roesch@dlt.com](mailto:Steve.Roesch@dlt.com)  
Phone: 703-773-1197

TECHNICAL POC: LTC Donald S Rotramel; e-mail: [Donald.Rotramel@deca.mil](mailto:Donald.Rotramel@deca.mil)  
Phone: 804-734-8000 x48349

## C. Wide Area Work Flow (WAWF) PAYMENT INSTRUCTIONS

All invoices shall be submitted electronically to DFAS Columbus via <https://wawf.eb.mil/> in accordance with DFARS Clause 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008). The full text of this clause can be found at: <http://farsite.hill.af.mil/>.

CONTRACTOR: This contract requires the type of invoice to be used as "Invoice and Receiving Report (Combo)". A separate Invoice shall be submitted for each store location. After you submit your invoice, where it says "send more Email Notification," add the email address of the contracting POC above, which will automatically generate a copy of the invoice to the POC.

Pay DoDAAC: Block 18a of the contract.  
Admin DoDAAC: Block 9 of the contract.  
Ship to DoDAAC: Located in 15 of the contract

BEIMG REP: After you sign the receiving report electronically, in the Verification screen, where it says "send more Email Notification," add the email address of the contracting POC above, which will automatically generate a copy of the receiving report to the POC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001				\$0.00	\$0.00

Software Renewal Maintenance for:  
FFP

The contractor shall provide Premier Support for DeCA’s existing Oracle software applications and any new software and/or licenses purchased under this order. Premier Support applies to all current licenses and new licenses upon agency receipt. Enterprise Edition database license is valid for both Oracle 10g and 11g.

Support shall include:

- Access to the latest versions of Oracle certified software
- Access to software updates, upgrades, upgrade scripts, security advisories, security patches and bug fixes
- Access to My Oracle Support Center (24x7 customer support) including the ability to log service requests
- Certification with most new third-party products/versions
- Major product and technology releases and documentation updates
- Assistance with service requests 24x7
- Non-technical customer service during 7:00 AM – 4:30 PM Eastern time.

**PREMIER SUPPORT COVERAGE STANDARDS:**

Hours of coverage: DeCA Headquarters’ normal business hours are 7:00 AM – 4:30 PM Eastern time (24x7 for Severities 1 and 2)

Support channel: Online and telephone (1-800-645-3509) will be utilized for all severities.

Number of cases: Unlimited

Response times:

Severity 1	1 hour
Severity 2	2 hours
Severity 3	1 business day
Severity 4	2 business days

**SEVERITY CLASSIFICATIONS:**

**Severity 1 (urgent)**

Processing is stopped or severely impacted and continuance of work is not possible for production purposes [1]. The agency experiences a complete loss of service. The impact is mission critical to the business.

**Severity 2 (high)**

Software is functioning but production purposes is severely reduced. The situation is highly impacting portions of business operations and no procedural workaround exists. Services continue but in a severely restricted capacity.

**Severity 3 (medium)**

A problem that involves partial, non-critical loss of service for production or development/testing purposes [2]. For production purposes, there is a medium-to-low impact on the business, but the business continues to function. For development purposes, the situation is preventing the project from continuing or migrating into production. Impact is an inconvenience, which may require a workaround to restore functionality.

**Severity 4 (low)**

A usage question, consists of needed information or documentation clarification. For production purposes, there is low-to-no impact on the business or on the performance or functionality of the system. For development purposes, there is a medium-to-low

impact on the business but does not impede the operation of the system.

Numbered Notes:

1 "Production purposes" means using the software in a production environment, generally using live data and/or applications.

2 "Development/testing purposes" means using the software for the specific purpose of developing/testing, prototyping.

Period of Performance: May 1, 2012 – April 30, 2013

CHESS CONTRACT NUMBER: W91QUZ-06-A-0002

FOB: Destination

PURCHASE REQUEST NUMBER: HQCAAA20392100000

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NET AMT \$0.00

ACRN AA \$0.00  
 CIN: HQCAAA203921000000001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Tuning Pack (11gR2) for 150 named users FFP Customer Service Identifier: 3399747 FOB: Destination PURCHASE REQUEST NUMBER: HQCAAA20392100000	1	Years	\$467.17	\$467.17

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NET AMT \$467.17

ACRN AA \$467.17  
 CIN: HQCAAA203921000000002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		1	Years	\$81,958.63	\$81,958.63
	WebLogic Server Edition for 18 processors FFP upgrade from BEA WebLogic Server Advantage Edition and replacement for Internet Application Server (IAS)				
	Customer Service Identifier: 3399747 FOB: Destination PURCHASE REQUEST NUMBER: HQCAAA20392100000				

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NET AMT \$81,958.63

ACRN AA \$81,958.63  
CIN: HQCAAA203921000000003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		1	Years	\$6,813.07	\$6,813.07
	WebLogic Server Edit for 175 named users FFP upgrade from BEA WebLogic Server Advantage Edition and replacement for Internet Application Server (IAS)				
	Customer Service Identifier: 3399747 FOB: Destination PURCHASE REQUEST NUMBER: HQCAAA20392100000				

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NET AMT \$6,813.07

ACRN AA \$6,813.07  
CIN: HQCAAA203921000000004

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD		1	Lot	\$192,418.34	\$192,418.34
	Partitioning (11gR2) for 72 processors FFP Customer Service Identifier: 3399747				
	48 Renewal processors @ \$74,747.38				
	24 New processors @ \$96,451.61				
	24 New Licenses Support Plan @ \$21,219.35				
	Total Processors is 72/each				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCAAA20392100000				

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NET AMT \$192,418.34

ACRN AA \$192,418.34  
CIN: HQCAAA203921000000005

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE		1	Years	\$424.76	\$424.76
	Diagnostics Pack (11gR2) for 150 named users FFP Customer Service Identifier: 3399747				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCAAA20392100000				

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NET AMT \$424.76

ACRN AA \$424.76  
CIN: HQCAAA203921000000006

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF		1	Lot	\$771,082.18	\$771,082.18
	Oracle Database Enterprise Edition (11gR2) for 72 processors FFP Customer Service Identifier: 3399747				
	48 Renewal processors @ \$300,004.76				
	24 New processors @ \$386,129.03				
	24 New Licenses Support Plan @ \$84,948.39				
	Total Processors is 72/each FOB: Destination PURCHASE REQUEST NUMBER: HQCAAA20392100000				

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NET AMT \$771,082.18

ACRN AA \$771,082.18  
CIN: HQCAAA203921000000007

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG		1	Years	\$17,518.95	\$17,518.95
	Oracle Database Enterprise Edition (11gR2) for 150 named users FFP Customer Service Identifier: 3399747 FOB: Destination PURCHASE REQUEST NUMBER: HQCAAA20392100000				

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NET AMT \$17,518.95

ACRN AA \$17,518.95  
CIN: HQCAAA203921000000008

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH	Internet Developer Suite for 25 named users FFP Customer Service Identifier: 3399747 FOB: Destination PURCHASE REQUEST NUMBER: HQCAAA20392100000	1	Years	\$19,446.23	\$19,446.23

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NET AMT \$19,446.23

ACRN AA \$19,446.23  
CIN: HQCAAA203921000000009

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ	Partitioning (11gR2) for 150 named users FFP Customer Service Identifier: 3399747 FOB: Destination PURCHASE REQUEST NUMBER: HQCAAA20392100000	1	Years	\$4,671.71	\$4,671.71

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NET AMT \$4,671.71

ACRN AA \$4,671.71  
CIN: HQCAAA203921000000010

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AK	Programmer for 25 named users FFP Customer Service Identifier: 3399747 FOB: Destination PURCHASE REQUEST NUMBER: HQCAAA20392100000	1	Years	\$3,892.96	\$3,892.96

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NET AMT \$3,892.96

ACRN AA \$3,892.96  
CIN: HQCAAA203921000000011

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AL	Advanced Security (11gR2) for 18 processors FFP Customer Service Identifier: 15606689  06 Renewal processors @ \$15,379.48 12 New processors @ \$48,225.81 12 New Support Plan @ \$10,609.68  Total Processors is 18/each  FOB: Destination PURCHASE REQUEST NUMBER: HQCAAA20392100000	1	Lot	\$74,214.97	\$74,214.97

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NET AMT \$74,214.97

ACRN AA \$74,214.97  
CIN: HQCAAA203921000000012

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AM	Advanced Security (11gR2) for 150 named users FFP Customer Service Identifier: 15606689 FOB: Destination PURCHASE REQUEST NUMBER: HQCAAA20392100000	1	Years	\$7,993.97	\$7,993.97

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NET AMT \$7,993.97

ACRN AA \$7,993.97  
CIN: HQCAAA203921000000013

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AN	Extended Support - Database (10g) 1 each FFP Customer Service Identifier: 3399747 FOB: Destination PURCHASE REQUEST NUMBER: HQCAAA20392100000	1	Years	\$25,464.65	\$25,464.65

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NET AMT \$25,464.65

ACRN AA \$25,464.65  
CIN: HQCAAA203921000000014

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AP	2% SmartBuy fee FFP	1	Each	\$24,127.35	\$24,127.35

This delivery order is hereby issued pursuant to GSA Schedule: GS-35F-4543G, all terms and conditions set forth are incorporated herein.

NAICS CODES NOTICE

The applicable NAICS for this requirement is 511210 – Software Publishers. This NAICS Code differs from the award NAICS due to coding restrictions enforced when awarding requirements against pre-existing GSA schedules.

Oracle's termination letter is hereby incorporated within this award document which terminates those licenses identified in the letter.

FOB: Destination  
PURCHASE REQUEST NUMBER: HQCAA20392100000

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	NET AMT	\$24,127.35
ACRN AA CIN: HQCAA203921000000015		\$24,127.35

ACCOUNTING AND APPROPRIATION DATA

AA: 97X49304J000046072978500000002567BECMI0HQCAA20392100LSN600033181  
 AMOUNT: \$1,230,494.94  
 CIN HQCAA203921000000001: \$0.00  
 CIN HQCAA203921000000002: \$467.17  
 CIN HQCAA203921000000003: \$81,958.63  
 CIN HQCAA203921000000004: \$6,813.07  
 CIN HQCAA203921000000005: \$192,418.34  
 CIN HQCAA203921000000006: \$424.76  
 CIN HQCAA203921000000007: \$771,082.18  
 CIN HQCAA203921000000008: \$17,518.95  
 CIN HQCAA203921000000009: \$19,446.23  
 CIN HQCAA203921000000010: \$4,671.71  
 CIN HQCAA203921000000011: \$3,892.96  
 CIN HQCAA203921000000012: \$74,214.97  
 CIN HQCAA203921000000013: \$7,993.97

CIN HQCAAA203921000000014: \$25,464.65  
 CIN HQCAAA203921000000015: \$24,127.35

#### CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	Central Contractor Registration	FEB 2012
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	FEB 2012
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	FEB 2012
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2012
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-37	Employment Reports on Veterans	SEP 2010
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-12	Advance Payments	MAY 2001
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-13	Bankruptcy	JUL 1995
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007
252.204-7008	Export-Controlled Items	APR 2010
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.247-7023 Alt II	Transportation of Supplies by Sea(May 2002) Alternate II	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

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

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) 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.

(b)(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(i) 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.

(iii) Reserved.

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

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 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)

#### 52.217-9 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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 one (1) year and six (6) months.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

<https://www.acquisition.gov/comp/far/index.html>

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of clause)

**52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR 212) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2010) (DEVIATION)**

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5) (OCT 2010) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417)
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

**52.204-4500****INSTALLATION ACCESS REQUIREMENTS (JAN 31 2012)**

The contractor shall be responsible for ensuring full compliance with all installation access procedures. Installation access includes, but is not limited to, obtaining applicable installation passes and inspections for vehicles and personnel. Contractor employees may also be subject to background security checks/clearances in order to obtain credentials for passes. Some installations are using programs, such as RAPIDGate, which may result in a cost to the contractor. Any costs associated with such programs or with obtaining passes, will not be reimbursed separately and should be included in the contractor's proposed pricing for the product or services being acquired.

ORACLE TERMINATION LETTER



April 10, 2012

Ms. Rita W. Jackson  
 Chief, IT Procurement Branch/Contracting Officer  
 Store Services Support Division (LEAS IT)  
 Defense Commissary Agency  
 1300 E Avenue  
 Fort Lee, VA 23801

Dear Ms. Jackson,

You have requested that Oracle provide and maintain technical support services for some but not all of your licenses contained in a license set. You acknowledge that in order for Oracle to provide support for your licenses, all licenses in a license set must be supported at the same level of support. Therefore, you have agreed to terminate some of your licenses in order to maintain support on a reduced number of licenses in a license set.

By signing below you are agreeing to terminate the licenses listed below. You no longer have any right to use the terminated licenses. If your licensing needs increase in the future, you must purchase any necessary licenses to meet your increased needs in accordance with Oracle's terms and conditions in effect at the time of the new purchase. You will not be permitted to reinstate the terminated licenses. By signing below, you also represent that you have authority to terminate the licenses on behalf of Defense Commissary Agency. You also acknowledge that Oracle may not renew support for your remaining licenses in the license set until you have completed and returned this termination letter to the Oracle Support Services representative listed below.

The licenses being terminated, by program, are:

CSI #	Program	Quantity	License Type	License Item Instance
3399747	Internet Application Server Enterprise Edition - Processor Perpetual	6	FULL USE	
3399747	Internet Application Server Enterprise Edition - Processor Perpetual	4	FULL USE	

**Note:** If any of the fields listed above are blank, your program licenses were acquired under a separate license model in which such field(s) do not apply.

Regards,  
 Brenda Pennington  
 Oracle Support Services  
 E-mail: [brenda.pennington@oracle.com](mailto:brenda.pennington@oracle.com)  
 Tel.: 919 257 2421  
 Fax: 719 757 6069