


<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 14		
2. CONTRACT NO. HQ0034-09-A-3015		3. AWARD/EFFECTIVE DATE (b)(4)	4. ORDER NUMBER 0012		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME			b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY WHS - ACQUISITION DIRECTORATE 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1155  TEL: FAX:		CODE HQ0034	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: 7,5 NAICS: 541611			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 type="checkbox"/> RFO <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS
15. DELIVER TO OSD POLICY (b)(6) 4800 MARK CENTER DRIVE, SUITE 12020 ALEXANDRIA VA 22360-2100		CODE HQ0152	16. ADMINISTERED BY  <b>SEE ITEM 9</b>					
17a. CONTRACTOR/OFFEROR SCIENCE APPLICATIONS INTERNATIONAL CORPO (b)(6) 1710 SAIC DR MC LEAN VA 22102-3703  TEL. (703) 676-2597		CODE 5UTP8	18a. PAYMENT WILL BE MADE BY DFAS-CO/SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264			CODE HQ0338		FACILITY CODE
<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			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
<b>SEE SCHEDULE</b>								
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>					26. TOTAL AWARD AMOUNT (For Govt. Use Only)  (b)(4)			
<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 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 type="checkbox"/> ARE NOT ATTACHED				
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</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 HEREIN. <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> 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)  			31c. DATE SIGNED  (b)(4)		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Reginald Soloman / Branch Chief TEL: (b)(6) EMAIL: (b)(6)					

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

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

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor FFP Contractor shall provide Security Support Services in accordance with the attached Performance Work Statement.	(b)	Months	(b)(4)	(b)(4)
ACRN AA					NET AMT
					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Travel and ODC COST Travel and ODC - All travel and ODC requires approval by OSD leadership. In accordance with the PWS. All travel for this contract must be in accordance with FAR 31.205-46.		Cost		(b)(4)
ACRN AA					ESTIMATED COST
					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Surge COST		Cost		(b)(4)
	Contractor may be required to work overtime to accommodate requirements. Overtime will be approved in advance by the COR.				
	ACRN AA			ESTIMATED COST	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Labor FFP	(b)(4)	Months	(b)(4)	(b)(4)
	Contractor shall provide Security Support Services in accordance with the attached Performance Work Statement.				
				NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Travel and ODC COST		Cost		(b)(4)
	Travel and ODC - All travel and ODC requires approval by OSD leadership. In accordance with the PWS. All travel for this contract must be in accordance with FAR 31.205-46.				
				ESTIMATED COST	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	Surge COST		Cost		(b)(4)
	Contractor may be required to work overtime to accommodate requirements. Overtime will be approved in advance by the COR.				
				ESTIMATED COST	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Labor FFP	(b)	Months	(b)(4)	(b)(4)
	Contractor shall provide Security Support Services in accordance with the attached Performance Work Statement.				
				NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Travel and ODC COST		Cost		(b)(4)
	Travel and ODC - All travel and ODC requires approval by OSD leadership. In accordance with the PWS. All travel for this contract must be in accordance with FAR 31.205-46.				
				ESTIMATED COST	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	Surge COST		Cost		(b)(4)
Contractor may be required to work overtime to accommodate requirements. Overtime will be approved in advance by the COR.					
ESTIMATED COST					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Labor FFP	(b)(4)	Months	(b)(4)	(b)(4)
Contractor shall provide Security Support Services in accordance with the attached Performance Work Statement.					

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NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	Travel and ODC COST		Cost		(b)(4)
Travel and ODC - All travel and ODC requires approval by OSD leadership. In accordance with the PWS. All travel for this contract must be in accordance with FAR 31.205-46.					
ESTIMATED COST					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 OPTION	Surge COST		Cost		(b)(4)
Contractor may be required to work overtime to accommodate requirements. Overtime will be approved in advance by the COR.					

ESTIMATED COST (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	Labor FFP	(b)(4)	Months	(b)(4)	(b)(4)
Contractor shall provide Security Support Services in accordance with the attached Performance Work Statement.					

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NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 OPTION	Travel and ODC COST		Cost		(b)(4)
Travel and ODC - All travel and ODC requires approval by OSD leadership. In accordance with the PWS. All travel for this contract must be in accordance with FAR 31.205-46.					

ESTIMATED COST (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003	Surge		Cost		(b)(4)
OPTION	COST				
Contractor may be required to work overtime to accommodate requirements. Overtime will be approved in advance by the COR.					
ESTIMATED COST					(b)(4)

**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
0003	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government

**DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001	(b)(4)	N/A	OSD POLICY (b)(6) 4800 MARK CENTER DRIVE, SUITE 12020 ALEXANDRIA VA 22350-2100 (b)(6) FOB: Destination	HQ0152
0002	(b)(4)	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0152
0003	(b)(4)	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0152
1001	(b)(4)	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0152
1002	(b)(4)	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0152
1003	(b)(4)	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0152
2001	(b)(4)	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0152
2002	(b)(4)	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0152
2003	(b)(4)	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0152
3001	(b)(4)	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0152
3002	(b)(4)	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0152
3003	(b)(4)	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0152
4001	(b)(4)	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0152
4002	(b)(4)	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0152
4003	(b)(4)	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0152

**ACCOUNTING AND APPROPRIATION DATA**

AA: 972 0100.1120 3301 251A S49447 DSAC20414 DSCA20414

AMOUNT: (b)(4)

CIN HQ0152215600010000001 (b)(4)

CIN HQ0152215600010000002

CIN HQ0152215600010000003

**CLAUSES INCORPORATED BY REFERENCE**

52.204-10            Reporting Executive Compensation and First-Tier            AUG 2012  
                         Subcontract Awards

**CLAUSES INCORPORATED BY FULL TEXT****52.217-8    OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

**SPECIAL CONTRACT PROVISIONS****Special Contract Provisions:**

In the event the Government exercises its unilateral right under FAR clause 52.217-8 -Option to Extend Services, the unit price for the performance of services during this period will be the latest price(s) agreed upon in the contract or subsequent modifications for Security Support Services.

(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 60 months.

(End of clause)

52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS  
(DEVIATION)(AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated (b)(4)

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

CONTRACTING OFFICER'S REPRESENTATIVE (COR) (MARCH 2007)

The COR is a representative for the Government with limited authority who has been designated in writing by the Contracting Officer to provide technical direction, clarification, and guidance with respect to existing specifications and statement of work (SOW)/statement of objectives (SOO) as established in the contract. The COR also monitors the progress and quality of the Contractor's performance for payment purposes. The COR shall promptly report Contractor performance discrepancies and suggested corrective actions to the Contracting Officer for resolution.

The COR is NOT authorized to take any direct or indirect actions or make any commitments that will result in changes to price, quantity, quality, schedule, place of performance, delivery or any other terms or conditions of the written contract.

The Contractor is responsible for promptly providing written notification to the Contracting Officer if it believes the COR has requested or directed any change to the existing contract (or task/delivery order). No action shall be taken by the Contractor for any proposed change to the contract until the Contracting Officer has issued a written directive or written modification to the contract (or task/delivery order). The Government will not accept and is not liable for any alleged change to the contract unless the change is included in a written contract modification or directive signed by the Contracting Officer.

If the Contracting Officer has designated an Alternate COR (ACOR), the ACOR may act only in the absence of the COR (due to such reasons as leave, official travel, or other reasons for which the COR is expected to be gone and not readily accessible for the day).

COR authority IS NOT delegable.

H-1 Security Requirements

a. Security Classification Guidance

All Security Classification Guidance is provided on DD Form 254, Department of Defense Contract Security Classification Specification (hereafter referred to as the DD 254) at Attachment 4. Any changes or additional security classification guidance shall be provided to the Contractor in writing, through updates and modifications to the DD 254. At no time will the Government issue classification guidance in any other form (verbal, e-mail, etc.).

b. Facility Security Clearance (FCL)

1. The Government shall, upon award, forward to the Defense Security Service (DSS), a request to initiate a FCL for the Contractor if the Contractor is not already a cleared facility. The request shall be submitted at the level (Confidential, Secret, Top Secret) identified in block 1 a, and if classified storage is required, block b of the DD Form 254. It is the responsibility of the Contractor to coordinate with DSS to ensure that the FCL (interim is acceptable) is in place not later than 30 days after award, with verification in writing to the Contracting Officer or Contracting Officer's Representative (COR).

2. The Contractor's Facility Security Officer (FSO) shall report, in writing, to the Contracting Officer any changes in the Contractor's security status throughout the contract period of performance.

c. Personnel Security Clearance (PCL)

1. Contractor employees assigned to this project require a PCL at the level (Confidential, Secret or Top Secret) identified in block 1.a of the DD Form 254. Prior to assignment of Contractor employees to this project, the Contractor's FSO shall submit PCL validation through use of a Visit Authorization Request (VAR) for each employee, in accordance with DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM) to the designated security representative.

2. Changes in PCL status of Contractor employees shall be forwarded in writing to the Contracting Officer and the designated security representative.

d. Sub-Contractors

Subcontractors shall comply with the same security requirements as the Contractor. The Contractor shall issue DD 254s to each subcontractor reflecting the same security requirements applicable to the prime contract. The contractor shall also sponsor subcontractor(s) for an FCL and associated PCL(s) required in accordance with the DD 254.

Clause usage: All WHS contracts when performance will be on the Pentagon Reservation or other DoD facilities. Check paragraph 4 only when a Pentagon badge is not required for contract performance.

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	PWSrv3	15	(b)(4)

INVOICING INSTRUCTIONS

WHS A&PO WAWF INVOICING INSTRUCTIONS (Apr 2010)

To implement DFARS 252.232-7003, "Electronic Submission of Payment Requests and Receiving Reports (March 2008)", Washington Headquarters Services, Acquisition Directorate (WHS/AD) utilizes WAWF to electronically

process vendor requests for payment. The web based system is located at <https://wawf.eb.mil>, and allows government contractors and authorized Department of Defense (DOD) personnel to generate, capture, process and track invoice and acceptance documentation electronically. The contractor is required to utilize this system when submitting invoices and receiving reports under this contract. **Submission of hard copy DD250/Invoice/Public Vouchers (SF1034) is no longer permitted.**

The contractor shall ensure an Electronic Business Point of Contract is designated in Central Contractor Registration at <http://www.ccr.gov/> and register to use WAWF at <https://wawf.eb.mil> within ten (10) days after award of the contract or modification incorporating WAWF into the contract. Step by step instructions to register are available at <http://wawf.eb.mil>.

**The contractor is directed to submit the following invoice type:**

**Combo - combination of Supplies and Services**

Back up documentation may be attached to the invoice in WAWF under the "Misc Info" tab.

Fill in all applicable information under each tab.

With the exception of extensions, the following required information should automatically populate in WAWF: if it does not populate, or does not populate completely or correctly, enter the following information as noted:

Contract Number	HQ0034-09-A-3015
Delivery Order	0012
Pay DoDAAC	HQ0347
Issue By DoDAAC	HQ0034
Admin By DoDAAC	HQ0034
Inspect By DoDAAC/Extension	HQ0152
Service Acceptor DODAAC/Extension	HQ0034/OSDTM4
DCAA Auditor DODAAC/Extension	
LPO DODAAC	Leave Blank

The Contractor shall verify that the DoDAACs automatically populated by the WAWF system match the above information. If these DoDAACs do not match then the contractor shall correct the field(s) and notify the contracting officer of the discrepancy (ies).

The Contractor will need to enter a Shipment (or Voucher) Number in a specific format.

- The correct format for a shipment number for MOCAS invoices is AAAXNNN where A = alpha, X = alphanumeric and N = numeric characters, followed by a "Z" suffix if it is a final invoice. (e.g. SER0001, BVN0002Z, SERA003)
- WAWF will affix the prefix "SER" for 2-in-1 invoices and prefix "BVN" for cost vouchers to the Shipment (or Voucher) Number fields. For Combo documents, the contractor may enter their own three letter prefixes.

Take special care when entering Line Item information . The Line Item tab is where you will detail your request for payment and material/services that were provided based upon the contract. Be sure to fill in the following items exactly as they appear in the contract:

- Item Number: If the contract schedule has more than one ACRN listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character, separately identified Sub Line Item Number (SLIN) (e.g. – 0001AA) or Informational SLIN (e.g. – 000101), otherwise use the 4 character CLIN (e.g. – 0001).
- Unit Price
- Unit of Measure
- ACRN: Fill-in the applicable 2 alpha character ACRN that is associated with the CLIN or SLIN.

*Note – DO NOT INVOICE FOR MORE THAN IS STILL AVAILABLE UNDER ANY CLIN/SLIN/ACRN.*

Before closing out of an invoice session in WAWF but after submitting your document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on “Send More Email Notification” on the page that appears. Add the following email address (b)(6)

(b)(6)

in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that all appropriate persons are aware that the invoice documents have been submitted into the WAWF system.

If you have any questions regarding WAWF, please contact the WAWF Help Desk at 1-866-618-5988.