

1. CONTRACT NO. N00178-04-D-4067		2. DELIVERY ORDER NO. NW01		3. EFFECTIVE DATE 2016 Mar 24		4. PURCH REQUEST NO. R5382416RC0014C		5. PRIORITY Unrated			
6. ISSUED BY NAVSUP FLC San Diego, Code 200 3985 Cummings Road San Diego CA 92136-4200 [REDACTED]				CODE N00244		7. ADMINISTERED BY DCMA SAN DIEGO 7675 DAGGET STREET, SUITE 200 SAN DIEGO CA 92111-2241		CODE S0514A SCD: C			
				FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		8. DELIVERY FOB			
								DESTINATION			
								OTHER			
9. CONTRACTOR INDUS TECHNOLOGY INC 2243 San Diego Ave San Diego CA 92110				CODE IBGW9				11. X IF BUSINESS IS			
								<input checked="" type="checkbox"/> SMALL			
								SMALL DISADVANTAGED			
								WOMEN-OWNED			
						12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G			
14. SHIP TO See Section D				CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement 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 numbered contract.					
PURCHASE				Reference your _____ furnish the following on terms specified herein.							
				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.							
<div style="display: flex; justify-content: space-between;"> <div>INDUS TECHNOLOGY INC</div> <div>Chris Lasiter Contracts Administrator</div> </div>											
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		
		See Schedule									
*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						25. TOTAL	[REDACTED]		
		BY [REDACTED] 03/24/2016 CONTRACTING/ORDERING OFFICER						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		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS	
						32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
f. TELEPHONE		g. E-MAIL ADDRESS				31. PAYMENT		34. CHECK NUMBER			

ORDER FOR SUPPLIES OR SERVICES (FINAL)						PAGE 1 OF 2	
CONTRACT NO. N00178-04-D-4067			DELIVERY ORDER NO. NW01		PAGE 2 of 2		FINAL
<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; justify-content: space-between;"> 36 CORRECT AND PROPER FOR PAYMENT. </div> </div>				<div style="border: 1px solid black; padding: 2px;">COMPLETE</div> <div style="border: 1px solid black; padding: 2px;">PARTIAL</div> <div style="border: 1px solid black; padding: 2px;">FULL</div>			
a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER					35. BILL OF LADING NO.	
37. RECEIVED AT		38. RECEIVED BY (<i>Print</i>)	39. DATE RECEIVED	40. TOTAL CON-TAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.	

DD FORM 1155, DEC 2001 PREVIOUS EDITION IS OBSOLETE.

GENERAL INFORMATION

This Task Order represents award of solicitation N00024-15-R-3502 to Indus Technology, effective 21 MAR 2016.

FLCSD Contract Negotiator: [REDACTED]

FLC-SD Requisition Number: R5382416RC0014C.

[REDACTED]

Type of Task Order: Cost Plus Fixed Fee (CPFF), Term.

SECTION G

1. CLINs 7100 and 7150 have been fully funded.
2. Accounting and Appropriation Data: LLAs AA/7100, and AA/7150 have been added. See Section G Accounting Data for the full line of accounting for the aforementioned ACRN/CLINs.
3. Clause "SUP 5252.232-9402 Invoicing and Payment (WAWF) Instructions (April 2008)" has been updated to provide info for the fill-ins.
4. Clause "Contractor's Senior Technical Representative (Jun 2011)" has been updated to provide info for the fill-ins.

SECTION H

1. Clause "NAVSUP 5252.232-9400 Limitation of Liability--Incremental Funding (Jan 1992)" has been updated to provide info for the fill-ins.
2. Clause "H15 Appointment of Contracting Officer's Representative (Oct 1992)" has been updated to provide info for the fill-ins.

SECTION J

Section J "DD254 Contract Security Classification Specification" has been updated to provide info for the fill-ins.

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NW01	PAGE 1 of 24	FINAL
----------------------------------	----------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

7000 FINANCIAL MANAGEMENT SUPPORT \$0.00

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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7100	R799	BASE PERIOD LABOR O&MN,N (O&MN,N)	1.0	LO			
7150	R799	Base Period Surge Labor O&MN, N (O&MN,N)	1.0	LO			
		Option					
7200	R799	OPTION PERIOD 1 LABOR, O&MN N (O&MN,N)	1.0	LO			
		Option					
7250	R799	Option Period 1 Surge Labor O&MN, N (O&MN,N)	1.0	LO			
		Option					
7300	R799	OPTION PERIOD 2 LABOR, O&MN, N (O&MN,N)	1.0	LO			
		Option					
7350	R799	Option Period 2 Surge Labor, O&MN, N (O&MN,N)	1.0	LO			
		Option					
7400	R799	OPTION PERIOD 3 LABOR, O&MN, N (O&MN,N)	1.0	LO			
		Option					
7450	R799	Option Period 3 Surge Labor, O&MN, N (O&MN,N)	1.0	LO			
		Option					
7500	R799	OPTION PERIOD 4 LABOR, O&MN, N (O&MN,N)	1.0	LO			
		Option					
7550	R799	Option Period 4 Surge Labor, O&MN, N (O&MN,N)	1.0	LO			
		Option					

LEVEL OF EFFORT (COST TYPE CONTRACT)

(a) The level of effort for the performance of this contract during the period from the start of contract performance to five years thereafter is based upon [REDACTED] of estimated man-hours of direct labor for the base period and [REDACTED] for each option year. If all options are exercised by the Government, the level of effort for the performance of this contract will be increased by an additional [REDACTED] estimated man-hours of direct labor, for a total level of effort of [REDACTED] estimated man-hours of direct labor (hereinafter referred to as the "Estimated Total Hours").

(b) The estimated composition by labor category of the Estimated Total Hours is as follows:

Financial Administration and Management Support Services Proposal Direct Labor Hour Estimates

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NW01	PAGE 2 of 24	FINAL
----------------------------------	----------------------------	-----------------	-------

Financial Management Analyst	Est. Regular Hours	Est. Surge Hours
Base Period (1 APR 2016-31 MAR 2017)		
Option Year 1 (1 APR 2017-31 MAR 2018)		
Option Year 2 (1 APR 2018-31 MAR 2019)		
Option Year 3 (1 APR 2019-31 MAR 2020)		
Option Year 4 (1 APR 2020-31 MAR 2021)		
Total		

***The estimated level-of-effort hours in the table above will be used for comparison purposes during proposal evaluation, but do not necessarily reflect the number of hours that will be incurred during performance of the Task Order.**

****The total hours represented above include Surge CLINs. Labor Surge CLINs (4150, 4250, 4350, 4450, and 4550) represent [REDACTED] of the Offeror's estimated cost/fee of the labor for the base year and each option year.**

(c) The Estimated Total Hours include subcontracting hours but exclude holidays, sick leave, vacation days and other absences.

(d) The number of man-hours expended per month shall be commensurate with the effort ordered and the required delivery date of such effort. The number of man-hours expended per month may fluctuate in pursuit of the technical objective, provided that such fluctuation does not result in the utilization of the total man-hours of effort prior to the expiration of the term thereof. The number of man-hours for any labor category may be utilized by the contractor for any other labor category if necessary in performance of the contract.

(e) The contractor shall not be obligated to continue performance beyond the Estimated Total Hours, except that the Contracting Officer may require the contractor to continue performance in excess of the Estimated Total Hours until the total estimated cost has been expended. The government will not be obligated to pay fee on any hours expended in excess of the Estimated Total Hours. Any hours expended in excess of the Estimated Total Hours shall be excluded from all fee computations and adjustments. The

Contracting Officer may also require the contractor to continue performance in excess of the total estimated cost until the estimated Total Hours have been expended. In no event, however, will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the Estimated Total hours if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the total estimated cost. Nor will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the total estimated cost if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the Estimated Total Hours. The Contracting Officer

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NW01	PAGE 3 of 24	FINAL
----------------------------------	----------------------------	-----------------	-------

may extend the period of performance in order to expend either the total estimated cost or the Estimated Total Hours. If this contract is subject to the Service Contract Act, in no event will the Contracting Officer, pursuant to this paragraph (e), extend the period of performance such that the period of performance, as extended, will exceed five years.

(f) If at any time during the performance of this contract the contractor expends in excess of 85% of the available estimated man-hours of direct labor, the contractor shall immediately notify the Contracting Officer in writing. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause entitled "Limitation of Cost" and/or "Limitation of Funds".

PAYMENT OF FIXED FEE – CPFF CONTRACT

(a) The fixed fee specified herein, subject to any adjustment required by other provisions of this contract and subject to the provision for withholding of 15 percent of the fee as set forth in the clause entitled "Fixed Fee", will be paid in installments to be paid at the time of each provisional payment on account of the allowable cost. The amount of each such payment of fee is to be in the same ratio to the total fixed fee as the related provisional payment on account of allowable cost is to the estimated cost of the contract/delivery order. The balance of the fixed fee shall be payment in accordance with other clauses of this contract.

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NW01	PAGE 4 of 24	FINAL
----------------------------------	----------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement Commander Naval Surface Forces, U.S. Pacific Fleet Financial Administration and Management Support Services Naval Base Coronado, San Diego, CA

1.0 INTRODUCTION:

The Comptroller of COMNAVSURFPAC (CNSP) has the responsibility for the oversight, analysis, execution and overall management of the CNSP operating forces and shore activities financial resources for the current and five prior fiscal years. Financial administration and management which includes analysis, research, reconciliation, auditing, maintenance and update of financial records are the primary focus of this effort. CNSP needs contractor financial management services to ensure the effective and efficient operation and management of its financial program.

CNSP annually generates a total of approximately 505,000 OPTAR, TADTAR and Reimbursable obligations records, and approximately 30% of them require obligation adjustments to be processed in STARS-FL (Standard Accounting and Reporting System – Field Level (STARS-FL)), the Navy’s official accounting system. The actual workload fluctuates each year, plus or minus 10%, based on funding availability and operational schedule of commands. The CNSP ships and shore activities are located in San Diego, CA; Everett, WA; Bremerton, WA; Pearl Harbor HI; Yokosuka, JA; Sasebo, JA; and Bahrain.

2.0 SCOPE:

The contractor shall provide non-personal services to perform financial administration and management support services for Accounting Office Code N00F2, Commander Naval Surface Force, U.S. Pacific Fleet (COMNAVSURFPAC) and to the operational command of Commander, U.S. Pacific Fleet (COMPACFLT) to include data collection and tracking, analysis, and execution of the CNSP operating forces and shore activities’ financial resources for the current and five prior fiscal years and ensuring compliance with current policies and regulations.

3.0 ACRONYMS AND ABBREVIATIONS:

- BOR
Budget OPTAR Report
- BSO
Budget Submitting Office
- CFMS
Command Financial Management System
- CMP
Continuous Monitoring Program
- CNSP
COMNAVSURFPAC
- COMNAVSURFPAC
Commander, Naval Surface Force, Pacific Fleet
- COMPACFLT
Commander, U.S. Pacific Fleet
- COR
Contracting Officer’s Representative
- DFAS
Defense Finance Accounting Service
- DPAS
Defense Property Accounting System
- DGR
Designated Government Representative
- DOD
Department of Defense
- FAR
Federal Acquisition Regulation
- FEDLOG
Federal Logistics Library
- FIAR
Financial Improvement and Audit Readiness
- FMR
Financial Management Regulation
- JON
Job Order Number
- KSD
Key Supporting Document
- LOA
Line of Accounting
- NAVSUP
Naval Supply System
- OCI
Organization Conflict of Interest
- OPTAR
Operating Target
- OVR
Obligation Validation Review
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CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NW01	PAGE 5 of 24	FINAL
----------------------------------	----------------------------	-----------------	-------

- PD
Problem Disbursement
- PWS
Performance Work Statement
- R-SUPPLY
Relational Supply
- SECNAV
Secretary of the Navy
- SFOEDL
Summary Filled Order/Expenditure Difference Listing
- STARS-FL
Standard Accounting and Reporting System – Field Level
- TEXV
Transaction Exception Verification
- TL
Transmittal Letter
- UOL
Unfilled Order Listing
- WAWF
Wide Area Work Flow

4.0 APPLICABLE DIRECTIVES:

The contractor shall comply with all applicable Department of Defense (DOD) safety security regulations and procedures during the performance of this task order for the Commander Naval Surface Force, U.S. Pacific Fleet, Naval Base Coronado, San Diego, CA.

- NAVSUP P-485, Naval Supply Procedures Afloat
- DOD Financial Management Regulation
- OPNAVINST 5100.23, Navy Occupational Safety and Health Program Manual
- COMNAVSURFPACINST 4400.1
- COMNAVSURFPAC Annual Comptroller Financial Guidance
- SECNAVINST 5100.10J – Department of the Navy Policy for Safety, Mishap Prevention, Occupational

Health and Fire Protection Programs

5.0 APPLICABLE SUPPLY AND FINANCIAL SYSTEMS:

The contractor shall be required to use the following systems during the course of performance:

- Standard Accounting and Reporting System-Field Level (STARS-FL)
- Command Financial Management System (CFMS)
- Continuous Monitoring Program (CMP)
- Wide Area Work Flow (WAWF)
- One Touch System (OTS)
- Web Visual Logistics Information Processing System (WebVLIPS)
- Federal Logistics Library (FEDLOG)
- Defense Property Accounting System (DPAS)

6.0 PERFORMANCE REQUIREMENTS:

The contractor shall provide the effort described herein for financial administration and support services to CNSP operating forces and shore activities which are comprised of approximately 89 ships and 51 staffs. Services shall include monitoring the execution of the CNSP budget, research, data collection, analysis, reconciliation, validation, maintenance, and update of financial records for current and five prior fiscal years and ensuring compliance with current policies and regulations.

The contractor shall furnish all personnel necessary to ensure the effective and efficient operation and administration of the CNSP financial management program. The contractor shall monitor unfavorable trends in obligation and expenditure data in order to identify specific problems and recommend necessary corrective actions to the Accounting Supervisor and Accounting Officer.

The contractor shall access business sensitive and Privacy-Act protected information in the performance of their duties. The contractor shall be bound by the express terms and conditions of the Organizational Conflict of Interest (OCI), to protect such information from unlawful or improper disclosure AND to further agree to access ONLY financial-related information in STARS-FL as required for performance of duties. The designated Government Customer Representative will monitor usage to ensure compliance. This will not relieve the contractor of its responsibility to ensure that only financial-related data is accessed and that all data is protected in accordance with the OCI clause.

The contractor shall provide services and functions described herein to assure effective and efficient operation of the CNSP Financial Management Program. Except where noted, all documents prepared shall be provided to the designated Government Customer Representative. When documents and/or actions are prepared for other Government technical representatives, the contractor shall be prepared to provide copies to the designated Government customer/technical Representative or Unit's Command Representative upon request. The following designated Government Representative shall serve as technical points of contact for various transactions and/or approvals set forth in this PWS:

Comptroller (CNSP) – The Designated Government Official responsible for CNSP funds; also, the Designated Government Official personally responsible for ensuring the proper funds are identified for various tasks and will be the primary point of contact for any notifications/reports where irregularities and/or fraud, waste, and abuse are implicated.

Accounting Officer (CNSP) – The Designated Government Official responsible for accuracy and validity of financial data in the Navy official accounting system.

Accounting Supervisor (CNSP) – The Designated Government Official responsible for overall operational management of the CNSP Accounting Division.

6.1 Operating Target (OPTAR) Transmittal Letter (TL). CNSP ships and activities generate a total of approximately 840 TLs per month (6 TLs per unit per month).

The contractor shall perform the following in support of Operating Target (OPTAR) Transmittal Letter (TL) processing:

- 6.1.1 The contractor shall track and monitor submission and posting of TL's in CFMS and STARS-FL.
- 6.1.2 The contractor shall ensure all TL records are received when due and posted in CFMS and STARS-FL.
- 6.1.3 The contractor shall verify that the total amount of each TL received in CFMS matches the amount that posted in STARS-FL. If differences exist, the contractor shall reconcile the TL records in CFMS against the TL records in STARS to identify the variance. The contractor shall post the required adjustment to correct the variance.
- 6.1.4 The contractor shall verify accuracy of obligation data including proper fund code and serial number assignment. The contractor shall notify the unit of inaccuracy of

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NW01	PAGE 6 of 24	FINAL
----------------------------------	----------------------------	-----------------	-------

TL data via email and post an adjustment in STARS-FL with the correct fund code and/or serial number.

- 6.1.5 The contractor shall follow up with the units by phone or email if their TL is not received in CFMS by the due date. The contractor shall provide a list of units with missing or late TL's to the Accounting Supervisor and Accounting Officer via email beginning on the second day after the TL was due until all the TL's have been received.

Deliverables: The Missing TL Report shall include the following information: Fiscal year, appropriation and subhead, number of missing TL's per appropriation and subhead, and names of ships/activities with missing TLs.

6.2 Budget OPTAR Report (BOR). CNSP ships and activities generate approximately 140 BORs each month (1 BOR per unit per month). The contractor shall perform the following in support of Budget OPTAR Report (BOR) processing:

- 6.2.1 The contractor shall ensure BOR figures are posted to the Continuous Monitoring Program (CMP) on the last work day of each month.
- 6.2.2 The contractor shall follow up with the units by phone or email if their BOR figures are not posted in CMP by the last work day of the month.
- 6.2.3 The contractor shall provide a list of units with missing BOR figures that will be furnished to the COMNAVSURFPAC Accounting Supervisor and Accounting Officer, via email, by the 4th work day of the month.
- 6.2.4 The contractor shall reconcile the BOR figures posted by the units in CMP against the units' obligation figures in STARS-FL. The contractor shall ensure the BOR figures are accurate, balanced to the TL's, and reflect the accurate fiscal year to date amount of the latest Summary Filled Order/Expenditure Difference Listing (SFOEDL).
- 6.2.5 The contractor shall research and analyze variances between the BOR and STARS-FL figures and resolve any variances with the units and/or DFAS. The contractor shall coordinate correction and re-submission of BOR data in CMP with the units as necessary by the 15th of the month following the month the BOR was due.
- 6.2.6 The contractor shall maintain a BOR versus STARS-FL Reconciliation worksheet in Excel in the 'OPTAR Division' share folder. The worksheet shall be updated monthly by the 15th of each month. The contractor shall notify the Accounting Supervisor via email upon completion of the worksheet. Deliverables: The STARS-FL Reconciliation worksheet shall include the following information: Month and year of the report, unit's UIC, name of unit, appropriation and subhead, name of technician for the unit, BOR column 24 figure, SFOEDL amount for the month, NAVCOMPT 2171 amount for the unit, value of material returned to store, total of NAVCOMPT 2171 amount plus value of material returned to store, and the variance between BOR column 24 figure and the sum of NAVCOMPT 2171 amount plus value of material returned to store.

6.3 Summary Filled Order/Expenditure Difference Listing (SFOEDL). Each of the 140 CNSP units have two SFOEDL's to process each month (one for current fiscal year and one for the first prior fiscal year). The contractor shall perform the following in support of SFOEDL processing:

- 6.3.1 The contractor shall analyze, research and validate each transaction, whether accepted or challenged by the unit, on the monthly SFOEDL with a difference of \$250 or more.
- 6.3.2 The contractor shall research the difference and process adjustments to correct the erroneous charges. The contractor shall annotate the SFOEDL submitted by the units in CMP of: (1) action taken to resolve the erroneous SFOEDL charge, (2) whether the charge is valid or not, and (3) whether credit to their OPTAR is forthcoming.
- 6.3.3 The contractor shall complete the SFOEDL review process and posting of required financial adjustments in STARS-FL by the 25th of the month.
- 6.3.4 The contractor shall maintain an Excel worksheet containing the current fiscal year's monthly SFOEDL figures for each of the units.
- 6.3.5 The contractor shall provide a list of units that did not submit the monthly SFOEDL to the Accounting Supervisor by the 15th of each month.

6.4 Unfilled Order Listing (UOL). It is estimated that there are an average of 4,000 transactions per month which require research/actions including manually adjusting obligation in STARS-FL. The contractor shall perform the following in support of Unfilled Order Listing (UOL) processing:

- 6.4.1 The contractor shall review the UOL annotations of the units for each requisition and determine validity of action requested by the units based on the annotations.
- 6.4.2 The contractor shall complete the review of the UOL and posting of required obligation adjustments in STARS-FL by the 25th of the month.
- 6.4.3 The contractor shall provide feedback to the units by annotating the UOL on the CMP by the last work day of the month.
- 6.4.4 The contractor shall provide a list of units that did not submit the monthly UOL, via email, to the CNSP Accounting Supervisor by the 15th of each month.

6.5 STARS-FL Obligation Transaction Exception Verification Report (TEXV). The contractor shall perform the following in support of STARS-FL Obligation Transaction Exception Verification Report (TEXV):

- 6.5.1 The contractor shall review, research and clear all obligation exception transactions that are suspended on the STARS-FL TEXV Report on a daily basis.
- 6.5.2 The contractor shall provide a list of suspended transactions that cannot be cleared by the daily close of business, via email, to the Accounting Supervisor for further review.
- 6.5.3 The contractor shall maintain a copy of the daily TEXV report in the CNSP Comptroller share folder.

6.6 STARS-FL Insufficient Obligation Report (IDA 128/129). The contractor shall perform the following in support of STARS-FL Insufficient Obligation Report (IDA 128/129) processing:

- 6.6.1 The contractor shall review, validate, and clear all suspended invoices on the daily IDA 128 and IDA 129 Reports by obligating the required funds or having DFAS correct the chargeable line of accounting and document number if in error.
- 6.6.2 The contractor shall obtain all necessary data and supporting documents to ensure validity of invoices prior to obligating required funds in STARS-FL in order to allow DFAS to process invoices for payment.
- 6.6.3 The contractor shall notify the Supply Officer and Leading Logistics Specialist of the corresponding unit, via email, of any upward obligation adjustments greater than \$3,000 required to allow payment of invoice. The notification shall be completed within three working days of posting of the obligation adjustment in STARS-FL.
- 6.6.4 The contractor shall provide a list of suspended invoices that cannot be cleared by the daily close of business, via email, to the Accounting Supervisor for further review.
- 6.6.5 The contractor shall maintain a copy of the daily IDA 128 and IDA/129 Reports in the CNSP Comptroller share folder.
- 6.6.6 The contractor shall research and respond to inquiries from DFAS and Budget Submitting Office (BSO) regarding issues with unpaid invoices via email. The response shall be completed by the due date requested by DFAS/BSO.

6.7 Problem Disbursement (PD). The contractor shall perform the following in support of clearing Problem Disbursement (PD) transactions:

- 6.7.1 The contractor shall review, validate, and clear PD transactions within five work days of posting to the PD Report. PD transactions pending receipt of substantiating documents which could not be cleared within five work days shall be cleared upon receipt of substantiating documents from DFAS or the billing activity.
- 6.7.2 The contractor shall provide a list of unresolved PDs via email to the Accounting Supervisor and Accounting Officer by the last work day of each month.
- 6.7.3 The contractor shall obtain necessary data and supporting documents to determine validity of expenditure prior to obligating funds to clear the PD. The contractor shall maintain PD records and supporting documentation. Electronic data will be maintained in the CNSP Comptroller share folder. Hard copy documents will be maintained in the filing cabinets located in the Accounting Division Office.
- 6.7.4 The contractor shall prepare and submit cost transfer requests to DFAS when a PD needs to be moved to a different line of accounting (LOA). The cost transfer form shall be accurate and complete prior to submission to the Accounting Supervisor or Accounting Officer for approval.
- 6.7.5 The contractor shall maintain and update the CNSP PD Excel worksheet with the total dollar value of monthly PD inflow by the 5th work day of each month.
- 6.7.6 The contractor shall determine root causes of PD and provide recommended solutions to minimize PD, via email, to the CNSP/Accounting Officer.

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NW01	PAGE 7 of 24	FINAL
----------------------------------	----------------------------	-----------------	-------

6.7.7 The contractor shall report units determined to be not in compliance with existing regulations and repeatedly contributing to the volume of CNSP PDs, via email to the CNSP Accounting Officer.

6.7.8 The contractor shall prepare the monthly PD Report that is required by the BSO in support of Financial Improvement and Audit Readiness (FIAR). The report shall be submitted to the Accounting Supervisor and Accounting Officer for review, via email, two days prior to the date it is due to BSO, normally by the 15 of each month.

6.8 Triennial Obligation Validation Review (OVR). The contractor shall perform the following Triennial Obligation Validation Review (OVR):

6.8.1 The contractor shall conduct obligation validation review of outstanding obligations, accounts payable, and commitments following the procedures in DOD FMR.

6.8.2 The contractor shall validate the outstanding obligations and accounts payable with the respective units as necessary to determine if the outstanding obligations and accounts payable are still required.

6.8.3 The contractor shall process recoupment of excess or unneeded obligations in STARS-FL after completion of validation.

6.8.4 The contractor shall maintain OVR substantiating records and data required to support an audit. Electronic data will be maintained on the CNSP Comptroller share folder. Hard copy documents will be maintained in the filing cabinets located in the CNSP Accounting Division office.

6.8.5 The contractor shall prepare required OVR reports for submission to CPF. The report shall be accurate and complete and submitted to the Accounting Supervisor and Accounting Officer for review by the 15th of February, 15th of June and 15th of October.

6.9 Financial Analysis and Reconciliation. The contractor shall perform the following Financial Analysis and Reconciliation:

6.9.1 The contractor shall analyze and reconcile financial data between CNSP's automated memorandum financial system (CFMS) and the Navy official accounting system (STARS-FL).

6.9.2 The contractor shall research and validate obligation variances between CFMS and STARS-FL. The contractor shall correct and/or adjust pertinent records causing the variance.

6.9.3 The contractor shall analyze and reconcile financial data between the units' Budget OPTAR Report (BOR), Transmittal Letters (TL's) and STARS-FL. The contractor shall research and validate obligation variances between BOR, TL and STARS-FL. The contractor shall correct and/or adjust pertinent records creating the obligation variance.

6.9.4 The contractor shall monitor and track units' obligation and expenditure data in STARS-FL. An Excel worksheet containing units' current fiscal year authorization amount, obligation amount, and available balance at the close out of each month will be maintained in the CNSP Comptroller share folder. The contractor shall advise the Accounting Supervisor and Accounting Officer of units that exceeded their current fiscal year authorization amount.

6.9.5 The contractor shall maintain financial reconciliation records and data. Electronic data will be maintained in the CNSP Comptroller share folder. Hard copy documents will be maintained in the filing cabinets located in the CNSP Accounting Division office.

6.10 Invoice Review and Validation. The contractor shall perform the following review and validation in support of invoice processing for payment. These invoices are for material and services procured by ships during their visit in CONUS/OCONUS ports:

6.10.1 The contractor shall reconcile each line item on the invoice against the contract to ensure it was authorized to be procured.

6.10.2 The contractor shall ensure that the price being charged for each item does not exceed the amount authorized on the contract.

6.10.3 The contractor shall ensure that the quantity being billed for each item is equal to the quantity received by the unit and authorized on the contract.

6.10.4 The contractor shall ensure that the documentation of receipt and acceptance of goods and services is proper and complete. The receipt and acceptance must be performed by a Government employee (military or civilian). The receipt and acceptance document must be dated and signed (name printed).

6.10.5 The contractor shall contact the ship's Supply Officer and Contracting Officer to resolve any discrepancies identified on the invoice.

6.10.6 The contractor shall ensure that invoice review and validation is completed within 10 work days of receipt.

6.11 Incoming Reimbursable Management. The contractor shall perform the following in support of Incoming Reimbursable Management:

6.11.1 The contractor shall review and examine all incoming reimbursable funding documents and shall ensure that the funding documents comport with the regulations and policy contained in DOD Financial Management Regulations (FMR).

6.11.2 The contractor shall prepare the incoming reimbursable funding documents for review and acceptance by the CNSP Accounting Officer within five working days of receipt of funds from the grantors.

6.11.3 The contractor shall establish a corresponding reimbursable job order number (JON) and post the authorized amount in CFMS within one day of acceptance of funds by the CNSP Accounting Officer. After posting of authorized amount in CFMS, the contractor shall verify that the amount was subsequently posted by CFMS to STARS-FL.

6.11.4 The contractor shall issue reimbursable funds to the applicable unit, via letter, within three days of acceptance of funds by the CNSP Accounting Officer.

6.11.5 The contractor shall review the Reimbursable Fund Status Report in STARS-FL for each reimbursable by the last work day of each month to determine if all accounts receivable have cleared. The contractor shall research accounts receivable that are over 30 days old and coordinate resolution with DFAS.

6.11.6 The contractor shall, on a daily basis, monitor and track execution of reimbursable funds to ensure authorized amounts are not exceeded. Reimbursable funds exceeding the authorized amounts shall be researched and necessary obligation adjustments are identified to resolve the over-obligation.

6.11.7 The contractor shall notify the Accounting Supervisor and Accounting Officer, via email, of any reimbursable that are over-obligated and provide action being taken to correct the over-obligation. The notification shall be made, via email, by close of business of the next business day the over-obligation occurred.

6.11.8 The contractor shall review remaining balances of each reimbursable at the end of each month and validate with the units if there are excess funds that can be returned. The contractor shall notify the reimbursable grantors of funds of any excess funds available for recapture. Upon receipt of amendment from grantor recapturing excess funds, the contractor shall process the amendment for acceptance by the Accounting Officer and then post the authorization decrease in CFMS within one day of acceptance of the amendment by the Accounting Officer. The contractor shall ensure that CFMS electronically posted the authorization decrease in STARS-FL.

6.11.9 The contractor shall maintain a Reimbursable Fund Status Report in an Excel worksheet in the Comptroller share folder. The worksheet shall include authorization, obligation, expenditures, UOL and available balance figures. The worksheet shall be updated by the 10th work day of each month following closeout of the accounting month.

6.12 Financial Improvement Plan and Audit Readiness (FIAR). The contractor shall provide support in obtaining key supporting documents (KSD) for transactions selected for FIAR testing from CNSP units and then analyzing them for FIAR compliance. The KSD's with results of analysis shall be submitted to the Accounting Officer by the due date specified by the Accounting Officer.

6.13 Customer Service. The Contractor shall perform the following Customer Service:

6.13.1 The contractor shall respond to inquiries from CNSP units and other business partners within two days of receipt of inquiries, coordinate with CNSP units and other business partners in resolution of financial issues, and forward to CNSP units pertinent financial information, procedure and policy updates by the date set by the Accounting Supervisor or Accounting Officer.

6.13.2 The contractor shall communicate/forward to CNSP commands pertinent financial information, procedure and policy updates.

7.0 WORKLOAD DATA:

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NW01	PAGE 8 of 24	FINAL
----------------------------------	----------------------------	-----------------	-------

It is estimated that COMNAVSURFAC ships and activities generate a total of approximately 505,000 requisitions and obligation adjustments annually. This projection represents the Government's best estimate. The actual workload fluctuates widely each year plus or minus 10% based on funding availability and operational schedule of ships and activities.

8.0 MEETINGS AND BRIEFINGS:

Requested Meetings: When requested by the Contracting Officer's Representative (COR), the contractor shall attend, participate in, and furnish input to scheduled and unscheduled meetings, conferences, and briefings. Meetings may occur on or off-site, and the frequency may be weekly, monthly or as otherwise required, and may start or end outside of normal operating hours. At these meetings, the COR and the contractor will discuss the contractor's performance as viewed by the Government, and any related problems being experienced. The contractor shall take appropriate action to resolve outstanding issues before the end of the following month. A mutual effort shall be made by the contractor and COR to resolve any and all problems identified.

Meeting Attendees: Meeting attendees shall include contractor, supervisory and/or other personnel knowledgeable of the subject matter.

9.0 WORK HOURS:

The workplace will normally be available to the contractor from 0630 to 1700 Monday through Friday except for federal holidays. Contractor personnel's work day must conform to the Government's work hours and shall ensure that the tasks described in the PWS are performed and completed.

10.0 PLACE OF PERFORMANCE:

The place of performance is at COMNAVSURFAC, Accounting Office, Code N00F2, Building 11, 2841 Rendova Road, Naval Base Coronado, San Diego, CA 92155. POC Mr. Jose Anda, CNSP Accounting Officer.

11.0 GOVERNMENT FURNISHED PROPERTY:

The work under this contract is located at a Government site or installation. In accordance with DFARS PGI 245.102-70(2) property that is incidental to the place of performance; such as when the contract requires contractor personnel to be located on a Government site or installation where the use of Government-provided office space and equipment, e.g., chairs, telephones, and computers, is standard practice will be made available and used by contractor personnel. The contractor shall maintain the assigned office space(s) in a neat and orderly manner. The contractor shall only use Government provided items to accomplish the tasks required under this contract. Personal or company use of phones, utilities, computers, printers, copiers, etc., not directly related to required services is strictly prohibited. The contractor shall not remove any Government-provided items from the worksite without the express written permission of the Contracting Officer's Representative or his/her designated representative.

12.0 SECURITY CLEARANCE:

Work under this task order is unclassified, however, the place of performance is considered a classified area, and the contractor shall have a Secret clearance and valid SF86 upon commencement of performance. The contractor shall comply with all applicable DOD security regulations and procedures during the performance of this task order. The contractor shall not disclose and must safeguard procurement sensitive information, computer system and data, privacy act data, and Government personnel work products that are obtained or generated in the performance of this task order. The contractor will be required to provide clearances for personnel access to Government computer and workstation. All contractor employees must maintain their Secret clearance throughout the entire period of performance.

13.0 NON-PERSONAL SERVICES STATEMENT:

Contractor employees performing services under this order will be controlled, directed, and supervised at all times by management personnel of the contractor. Contractor management shall ensure that employees properly comply with the performance work standards outlined in the PWS. Contractor employees shall perform their duties independent of, and without the supervision of, any Government official or other contractor. The tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of federal employees, providing direct personal services to any federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

14.0 CONTRACTOR IDENTIFICATION:

Contracting personnel must identify themselves as "contractors" when attending meetings, answering Government telephones, or working in situations where their actions could be construed as official Government acts. The contractor must ensure that their employee(s) display(s) his or her name and the name of the company while in the work area, and include the contractor's name in his or her email display.

SECTION D PACKAGING AND MARKING

1.0 GENERAL

There are no packaging or marking requirements for the services to be provided in response to the Task Order unless otherwise indicated by the Contracting Officer Representative (COR). All requirements for packaging and marking of documents associated with these services shall be packaged, packed and marked in accordance with Section D of the MAC contract.

2.0 DATA PACKAGE LANGUAGE

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NW01	PAGE 9 of 24	FINAL
----------------------------------	----------------------------	-----------------	-------

2.1 All unclassified data shall be prepared for shipment in accordance with best commercial practices.

2.2 Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Programming Operating Manual (NISPOM), DoD 5220.22-M dated January 1995.

3.0 MARKING OF REPORTS

3.1 All reports delivered by the Contractor to the Government under this Task Order shall prominently show on the cover of the report the following information:

3.1.1 Name and business address of the Contractor

3.1.2 Contract Number

3.1.3 Task Order Number

3.1.4 Sponsoring Activity

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NW01	PAGE 10 of 24	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be performed in accordance with the basic MAC contract.

In accordance with Section E of the MAC contract, all cost reimbursement MAC terms are incorporated at the Task Order level for any ordered items. These include the following clauses from Section E of the MAC contract:

52.246-5 Inspection of Services-Cost Reimbursement (Apr 1984)

52.247-34 F.O.B. Destination (Nov 1991)

252.246-7000 Material and Inspection Receiving Report (Mar 2008)

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NW01	PAGE 11 of 24	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

7100

4/1/2016 - 3/31/2017

PERIOD OF PERFORMANCE

Services to be furnished hereunder shall be performed and completed as follows:

SLIN Funding Base or Option # Period of Performance

SLIN Funding	Base or Option #	Period of Performance
7100 O&MN	Base	4/1/16-3/31/17
7200 O&MN	Option 1	4/1/17-3/31/18
7300 O&MN	Option 2	4/1/18-3/31/19
7400 O&MN	Option 3	4/1/19-3/31/20
7500 O&MN	Option 4	4/1/20-3/31/21
7150 O&MN	Base Surge	4/1/16-3/31/17
7250 O&MN	Option 1 Surge	4/1/17-3/31/18
7350 O&MN	Option 2 Surge	4/1/18-3/31/19
7450 O&MN	Option 3 Surge	4/1/19-3/31/20
7550 O&MN	Option 4 Surge	4/1/20-3/31/21

*Option 1, 2, 3, and 4 Period of Performance is dependent upon exercising the options in accordance with 52.217-9 listed in Section I of the solicitation.

DELIVERY OF DATA (OCT 1992)

Place and time of delivery of data shall be as specified on the CDRL (Contract Data Requirements List) which is an exhibit to this contract, unless delivery is deferred at the Government's option by written order of the Contracting Officer.

SECTION G CONTRACT ADMINISTRATION DATA

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

a) Definitions. As used in this clause—

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NW01	PAGE 12 of 24	FINAL
----------------------------------	----------------------------	------------------	-------

252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and (2) Be registered to use WAWF at

<https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d)WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at

<https://wawf.eb.mil/>

(e)WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

2 in 1

(Contracting Officer: Insert applicable document type(s).

Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Government

(3)Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	N00244
Admin DoDAAC	S0514A

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NW01	PAGE 13 of 24	FINAL
----------------------------------	----------------------------	------------------	-------

Inspect By DoDAAC N53824
Service Approver (DoDAAC) N53824
Service Acceptor (DoDAAC) N53824
LPO DoDAAC N53824
DCAA Auditor DoDAAC HAA05B

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

[REDACTED]

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

[REDACTED]

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

CONTRACT ADMINISTRATION FUNCTIONS

In addition to the Contract Administration functions authorized by FAR 42.302, the Administrative Contracting Officer (ACO) at

[] is authorized to perform the following administrative functions as checked below:

[] Negotiate or negotiate and execute supplemental agreements incorporating contractor proposals resulting from change orders issued under the Changes clause. Before completing negotiations, coordinate any delivery schedule change with the Principal Contracting Officer (PCO).

[] Negotiate prices and execute priced exhibits for unpriced orders issued by the PCO under basic ordering agreements.

[] Negotiate or negotiate and execute supplemental agreements changing contract delivery schedules.

[] Negotiate or negotiate and execute supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements.

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NW01	PAGE 14 of 24	FINAL
----------------------------------	----------------------------	------------------	-------

[] Issue amended shipping instructions and, when necessary, negotiate and execute supplemental agreements incorporating contractor proposals resulting from these instructions.

[] Negotiate changes to interim billing prices.

[] Negotiate and definitize adjustments to contract prices resulting from exercise of the Economic Price Adjustment Clause.

[] Execute supplemental agreements on firm-fixed price supply contracts to reduce required contract line item quantities and deobligate excess funds when notified by the contractor of an inconsequential delivery shortage, and it is determined that such action is in the best interests of the Government, notwithstanding the default provisions of the contract. Such action will be taken only upon the written request of the contractor and, in no event shall the total downward contract price adjustment resulting from an inconsequential delivery shortage exceed \$250.00 or 5 percent of the contract price, whichever is less.

[] Execute supplemental agreements to permit a change in place of inspection at origin specified in firm fixed-price supply contracts awarded to non-manufacturers, as deemed necessary to protect the Government's interests.

[] Prepare evaluations of contractor performance in accordance with subpart 42.15.

Any additional contract administration functions not listed in 42.302(a) and (b), or not otherwise delegated, remain the responsibility of the contracting office.

CONTRACTUAL AUTHORITY AND COMMUNICATIONS

(a) Functions: The Contracting Officer for this contract is identified on the basic contract. Only the Contracting Officer can change the basic contract, and the Contracting Officer maintains primacy over the contract and all its task orders. The Contracting Officer of this Task Order is a warranted Contracting Officer of the Fleet Logistics Center, San Diego, CA. Unless otherwise noted, all references to "Contracting Officer" in the text of this task order and the basic contract refer to the Task Order Contracting Officer. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Contracting Officer at any time.

(b) Authority: The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

(c) The Task Order Contracting Officer is:

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NW01	PAGE 15 of 24	FINAL
----------------------------------	----------------------------	------------------	-------



(d) The Task Order Negotiator is:

Name: [REDACTED]
Phone: [REDACTED]
Email:



(e) Interim Ombudsman for the Fleet Logistics Center, San Diego CA is:

Name: [REDACTED]
Phone: [REDACTED]
Email:



CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (JUN 2011)

The contractor's senior technical representative, point of contact for performance under this task order is:

Name: [REDACTED]
Title: [REDACTED]
Mailing Address: [REDACTED]
Telephone: [REDACTED]
FAX: [REDACTED]

Accounting Data

SLINID	PR Number	Amount
7100	R5382416RC0014C	[REDACTED]
LLA :		
AA 1761804 70CD 252 53824 S 060957 2D C0014C 538246SUHQ0Q		

BASE Funding [REDACTED]



CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NW01	PAGE 16 of 24	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

NOTIFICATION OF USE OF FORMER/RETIRED MILITARY AND/OR SENIOR EXECUTIVE SERVICE PERSONNEL

If the contractor intends to use the services of a former or retired Flag or General Officer, or former or retired member of the Senior Executive Service in the performance of this contract and/or any task order issued under this contract, the contractor shall notify the contracting officer of the name of such individual including a description of the services such individual will be performing, the military branch from which individual retired or separated, and their rank or SES position at time of separation. Such notification shall be provided in writing prior to performance of services under the contract and/or task order by such individual.

LIMITATION OF LIABILITY - INCREMENTAL FUNDING

This contract is incrementally funded and the amount currently available for payment hereunder is limited to \$543,314.43 inclusive of fee. It is estimated that these funds will cover the cost of performance through 31 MAR 2017. Subject to the provisions of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the General Provisions of this contract, no legal liability on the part of the Government for payment in excess of \$543,314.43 shall arise unless additional funds are made available and are incorporated as a modification to this contract.

SUBSTITUTION OR ADDITION OF PERSONNEL

(a) The offeror agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required in Section L to fill the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) The offeror agrees that:

*during the contract performance period, no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days(thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required for paragraph (d) above. The additional personnel shall have qualifications greater than or equal at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NW01	PAGE 17 of 24	FINAL
----------------------------------	----------------------------	------------------	-------

contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

TECHNICAL DIRECTION

(a) When necessary, technical direction or clarification concerning the details of specific tasks set forth in the contract shall be given through issuance of Technical Direction Letters (TDLs) by the Contracting Officer's Representative (COR).

(b) Each TDL shall be in writing and shall include, as a minimum, the following information:

- (1) Date of TDL;
- (2) Contract and TDL number;
- (3) Reference to the relevant section or item in the statement of work;
- (4) Signature of COR;
- (5) A copy shall be sent to the Contracting Officer for review.

(c) Each TDL issued hereunder are subject to the terms and conditions of this contract; and in no event shall technical directions constitute an assignment of new work or changes of such nature as to justify any adjustment to the fixed fee, estimated costs, or delivery terms under the contract. In the event of a conflict between a TDL and this contract, the contract shall control.

(d) When, in the opinion of the contractor, a technical direction calls for effort outside the contract statement of work, the Contractor shall notify the COR and the Contracting Officer thereof in writing within two (2) working days of having received the technical direction in question. The Contractor shall undertake no performance to comply with the technical direction until the matter has been resolved by the Contracting Officer through formal contract modification or other appropriate action.

(e) Oral technical directions may be given by the COR only in emergency circumstances, and provided that any oral technical direction is reduced to writing by the COR within two (2) working days of its issuance.

(f) Amendment to a TDL shall be in writing and shall include the information set forth in paragraph (b) above. ATDL may be amended orally only by the COR in emergencies; oral amendments shall be confirmed in writing within two (2) working days from the time of the oral communication amending the TDL by a TDL modification.

(g) Any effort undertaken by the Contractor pursuant to oral or written technical directions issued other than in accordance with the provisions herein shall be at the Contractor's risk of not recovering related costs incurred and corresponding proportionate amount of fixed fee, if any.

LIABILITY INSURANCE (COST TYPE CONTRACTS)

The following types of insurance are required in accordance with the clause entitled "INSURANCE-LIABILITY TO THIRD PERSONS" (FAR 52.228-7) and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

COST LIMITATION CEILINGS ON INDIRECT RATES

If an offeror proposes cost limitation ceilings on indirect rates the offeror is advised that the Government may evaluate the offeror's cost proposal accordingly. The decision to propose cost limitation ceilings is the offeror's

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NW01	PAGE 18 of 24	FINAL
----------------------------------	----------------------------	------------------	-------

decision. In the event the offeror proposes indirect rate limitations, these same ceiling rate limitations may be incorporated into any resultant contract without discussion. Under any cost reimbursement contract, the indirect rates billed shall be limited to the ceiling rate(s) identified in the contract. Any costs incurred above ceiling rates are not allowable.

APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE

(a) The Contracting Officer hereby designates the following individual as Contracting Officer's Representative(s) (COR) for this contract:



(b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order).

(c) It is emphasized that only a Contracting officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. When/if, in the opinion of the contractor, an effort outside the existing scope of the contract (or delivery/task order) is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor under such direction unless the PCO or ACO has issued a contractual change or otherwise resolved the issue.

TRUSTWORTHINESS SECURITY - NAVY CONTRACT/TASK ORDERS

Purpose: Reference is hereby made to Navy awarded contracts requiring contractor access to Navy information systems, sensitive unclassified information or areas critical to the operations of the command. Although these contracts are not classified and therefore contractor employees are not required to have obtained a National Agency Check (NAC) trustworthiness determination, the Department of the Navy (DON) has determined that all DON information systems are sensitive regardless of whether the information is classified or unclassified. Contractors whose work involves access to sensitive unclassified information warrants a judgement of an employee's trustworthiness. Therefore, all personnel accessing DON computer systems must undergo a National Agency Check to verify their trustworthiness. Also, Commands will include Facility Access Determination (FAD) program requirements in the contract specifications when trustworthiness determinations will be required on the contractor employees. The following addresses those requirements for Trustworthiness Security:

--Each contractor employee will have a favorably completed National Agency Check (NAC).

--If contractor personnel currently have a favorably adjudicated NAC the contractor will notify the Security Manager of the command they will visit utilizing OPNAV 5521/27 Visit Request form. The visit request will be renewed annually or for the duration of the contract if less than one year.

--If no previous investigation exists the contractor personnel will complete the requirement for a Trustworthiness NAC.

--In accordance with NAVSUPINST 5239.1A, if the contractor employee is a Foreign National prior approval of the Network Security Officer (NSO) is required. Access may be granted to Foreign Nationals who have a need to know and at least one of the following applies:

(a) Foreign National is employed by DOD, or

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NW01	PAGE 19 of 24	FINAL
----------------------------------	----------------------------	------------------	-------

(b) Foreign National possesses a current Functional Accreditation approved by the Navy International Program Office (NAVIPO), or

(c) Foreign National possesses a current Visit Request Form (OPNAV 5521/27 (1-73) as defined in OPNAVINST 5510.1H), which is on file with the requesting activity.

The Trustworthiness NAC is processed through the command Security Manager. The NAC will be processed through the use of the Electronic Personnel Security Questionnaire (EPSQ) SF 85P. The EPSQ software can be downloaded at the Defense Security Service (DSS) website

<http://www.dss.mil/epsq/index.htm>. The contractor should provide the completed EPSQ electronically (electronic mail/diskette) to the Command Security Manager along with the original signed release statements and two applicant fingerprint cards (FD 258). The responsibility for providing the fingerprint cards rests with the contractor. The Security Manager will review the form for completeness, accuracy and suitability issues. The completed SF 85P along with attachments will be forwarded to (DSS) who will conduct the NAC. The Department of the Navy Central Adjudication Facility will provide the completed investigation to the requesting command security manager for the trustworthiness determination.

The command will provide written notification to the contractor advising whether or not the contractor employee will be admitted to command areas or be provided access to unclassified but sensitive business information.

Trustworthiness determinations are the sole prerogative of the commanding officer of the sponsor activity. If the commanding officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

The contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure.

5237.102-90 Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACTS AWARDS (JUL 2010)

52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NW01	PAGE 20 of 24	FINAL
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52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)

52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS UNDER SERVICE CONTRACTS (JAN 2013)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

52.222-41 SERVICE CONTRACT LABOR STANDARDS (MAY 2014)

52.222-42 STATMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

52.224-2 PRIVACY ACT (APR 1984)

52.228-7 INSURANCE—LIABILITY TO THIRD PERSONS (MAR 1996)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

52.244-2 SUBCONTRACTS (OCT 2010)

52.245-1 GOVERNMENT PROPERTY (APR 2012)

52.245-9 USE AND CHARGES (AUG 2010)

52.246-25 LIMITATION OF LIABILITY-SERVICES (FEB 1997) 52.247-1

COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

para (a) fill-in: Fleet Logistics Center San Diego para (b) fill-in: Fleet

Logistics Center San Diego para (b) fill-in: Task Order Number TBD para (b)

fill-in: ACO (DCMA Office) designated on page 1 of the Task Order

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)

252.227-7030 TECHNICAL DATA-WITHHOLDING OF PAYMENT (MAR 2000)

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NW01	PAGE 21 of 24	FINAL
----------------------------------	----------------------------	------------------	-------

252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (JUL 2009)

252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)

252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (APR 2012)

252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)

252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (MAR 2015)

CLAUSES INCORPORATED BY FULL TEXT

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; 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 five years.

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available by the Contracting Officer for this contract and until the contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

REPORTING REQUIREMENTS

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address of the Contracting

Officer is: Brian O'Donnell, Operational Forces Support, FLCSD San Diego Code 220, 3985 Cummings Road, Building 116-3rd Floor-South End, San Diego CA 92136-4200.

CONTRACT NO. DELIVERY ORDER NO. N00178-04-D-4067	PAGE NW01	24 of 24	FINAL
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SECTION J LIST OF ATTACHMENTS

Contract Administration Plan

Quality Assurance Surveillance Plan

DD254 Contract Security Classification Specification