


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 47		
2. CONTRACT NO. N00189-15-C-Z012		3. AWARD/EFFECTIVE DATE 01-Jan-2015	4. ORDER NUMBER		5. SOLICITATION NUMBER N00189-10-R-Z017		6. SOLICITATION ISSUE DATE 12-May-2011	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ERIN KILRAIN			b. TELEPHONE NUMBER (No Collect Calls) 215-697-9617		8. OFFER DUE DATE/LOCAL TIME 05:00 PM 21 Jun 2013	
9. ISSUED BY FISC NORFOLK CONTRACTING DEPARTMENT PHILADELPHIA OFFICE 700 ROBBINS AVENUE, BLDG 2B PHILADELPHIA PA 19111-5083 TEL: FAX:		CODE N00189	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: \$175M in NAICS: 522110			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING D-S10 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS
15. DELIVER TO SEE SCHEDULE		CODE	16. ADMINISTERED BY DCMA TWIN CITIES 5600 AMERICAN BLVD WEST SUITE 600 BLOOMINGTON MN 55437			CODE S2401A		
17a. CONTRACTOR/OFFEROR U.S. BANK NATIONAL ASSOCIATION JEFFERY WEBB DBA US BANK 800 NICOLLET MALL MINNEAPOLIS MN 55402-7000 TEL. 919-847-4323		CODE 3CQY8	18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS DFAS-CO/WEST ENTITLEMENT PO BOX 182317 COLUMBUS OH 43218-2317			CODE HQ0339		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00			
<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 23-Dec-2014			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) BRIAN EXCELL / CONTRACTING OFFICER TEL: 215-697-9610 EMAIL: brian.excell@navy.mil					

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

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

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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	Third Party Payment System Services		Months		\$0.00 NC

In accordance with the PWS in the Continuation Sheet. TPPS Services shall be provided at No Cost (NC) to the Government.
 FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Technology Incentive		Lot		\$0.00 NC

Technology Incentive: Monetary Credit used to fund Third Party Payment System development and improvement initiatives intended to support the goals of DFAS. IAW DD 1423, Data Item A002.
 FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	CDRLs		Lot		NSP

IAW the reports identified in Exhibit A and the PWS. (NSP = Not separately priced)

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Third Party Payment System Services		Months		\$0.00 NC

In accordance with the PWS in the Continuation Sheet. TPPS Services shall be provided at No Cost (NC) to the Government.
 FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Technology Incentive		Lot		\$0.00 NC

Technology Incentive: Monetary Credit used to fund Third Party Payment System development and improvement initiatives intended to support the goals of DFAS. IAW DD 1423, Data Item A002.
 FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	CDRLs		Lot		NSP

IAW the reports identified in Exhibit A and the PWS.
 FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Third Party Payment System Services		Months		\$0.00 NC

In accordance with the PWS in the Continuation Sheet. TPPS Services shall be provided at No Cost (NC) to the Government.
 FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Technology Incentive		Lot		\$0.00 NC

Technology Incentive: Monetary Credit used to fund Third Party Payment System development and improvement initiatives intended to support the goals of DFAS. IAW DD 1423, Data Item A002.
 FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	CDRLs		Lot		NSP

IAW the reports identified in Exhibit A and the PWS.
 FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Third Party Payment System Services		Months		\$0.00 NC

In accordance with the PWS in the Continuation Sheet. TPPS Services shall be provided at No Cost (NC) to the Government.
 FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	Technology Incentive		Lot		\$0.00 NC

Technology Incentive: Monetary Credit used to fund Third Party Payment System development and improvement initiatives intended to support the goals of DFAS. IAW DD 1423, Data Item A002.
 FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 OPTION	CDRLs		Lot		NSP

IAW the reports identified in Exhibit A and the PWS.
 FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001			Months		\$0.00 NC
OPTION	Third Party Payment System Services				

In accordance with the PWS in the Continuation Sheet. TPPS Services shall be provided at No Cost (NC) to the Government.
 FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002			Lot		\$0.00 NC
OPTION	Technology Incentive				

Technology Incentive: Monetary Credit used to fund Third Party Payment System development and improvement initiatives intended to support the goals of DFAS. IAW DD 1423, Data Item A002.
 FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003			Lot		NSP
OPTION	CDRLs				

IAW the reports identified in the Exhibit A and the PWS.
 FOB: Destination

NET AMT

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
0001	POP 01-JAN-2015 TO 31-DEC-2015	N/A	N/A FOB: Destination	
0002	POP 01-JAN-2015 TO 31-DEC-2015	N/A	N/A FOB: Destination	
0003	POP 01-JAN-2015 TO 31-DEC-2015	N/A	N/A FOB: Destination	
1001	POP 01-JAN-2016 TO 31-DEC-2016	N/A	N/A FOB: Destination	
1002	POP 01-JAN-2016 TO 31-DEC-2016	N/A	N/A FOB: Destination	
1003	POP 01-JAN-2016 TO 31-DEC-2016	N/A	N/A FOB: Destination	
2001	POP 01-JAN-2017 TO 31-DEC-2017	N/A	N/A FOB: Destination	
2002	POP 01-JAN-2017 TO 31-DEC-2017	N/A	N/A FOB: Destination	
2003	POP 01-JAN-2017 TO 31-DEC-2017	N/A	N/A FOB: Destination	

3001	POP 01-JAN-2018 TO 31-DEC-2018	N/A	N/A FOB: Destination
3002	POP 01-JAN-2018 TO 31-DEC-2018	N/A	N/A FOB: Destination
3003	POP 01-JAN-2018 TO 31-DEC-2018	N/A	N/A FOB: Destination
4001	POP 01-JAN-2019 TO 31-DEC-2019	N/A	N/A FOB: Destination
4002	POP 01-JAN-2019 TO 31-DEC-2019	N/A	N/A FOB: Destination
4003	POP 01-JAN-2019 TO 31-DEC-2019	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (JUN 2010)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

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

(End of clause)

Addendum to 52.212-4

INSPECTION AND ACCEPTANCE (SERVICES) (OCT 1992)

Inspection and acceptance of services to be furnished hereunder shall be made, upon completion of the services, by DFAS Indianapolis.

52.242-15 Stop-Work Order (AUG 1989)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract prior to the expiration of the contract.
- (b) If the Government exercises an option, the extended contract shall be considered to use 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)

DATA LINE ITEM (NOT SEPARATELY PRICED) (OCT 1992)

Contractor data to be furnished is in accordance with DD Form 1423, Exhibit(s) A.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2010)

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

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

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

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

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

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

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

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

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

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

___ (6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

X (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (8) [Reserved].

___ (9)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (10)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

X (11) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

X (12)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2010) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (iv) Alternate III (JUL 2010) of 52.219-9.

___ (13) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

X (14) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (15)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (16) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (17) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

(19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

(20) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

(21) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

(22) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

(23) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(24) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(25) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(26) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

(27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

(29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

(30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)

(ii) Alternate I (DEC 2007) of 52.223-16. .

(31) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

(32) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

(33)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

(ii) Alternate I (JAN 2004) of 52.225-3.

(iii) Alternate II (JAN 2004) of 52.225-3.

(34) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (35) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (36) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (37) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (38) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

___ (39) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (40) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (41) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (42) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (43) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (44)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

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

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

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

(vii) Reserved.

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

(1) 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (15 U.S.C. 637).

(4) 252.219-7004, Small Business Subcontracting Plan (Test Program) (OCT 2010) (15 U.S.C. 637 note).

(5) 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

- (9) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (10) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (11) (i) ___ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (SEP 2008)
- (12) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (13) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (14)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (JUL 2009) of 252.225-7036.
- (15) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (16) X 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (17) X 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (18) X 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (19) ___ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (20) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (21) ___ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (22) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (23) ___ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).
- (24) ___ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).
- (25)(i) ___ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) ___ Alternate I (MAR 2000) of 252.247-7023.
- (iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(26) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(3) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(4) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(5) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

Addendum to DFAR 252.212-7001

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

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

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

(End of clause)

PERFORMANCE WORK STATEMENT
PERFORMANCE WORK STATEMENT

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DoD ELECTRONIC TRANSPORTATION BILL PAYMENT ENVIRONMENT
PERFORMANCE WORK STATEMENT

1. Objective

The Defense Finance and Accounting Services eSolutions Third Party Payments Mission Area requires a fully automated transportation payment and accounting process. This system shall provide a common, real time, electronic transportation payment environment shared by shipping companies and the accounting process for the Department of Defense, while capturing and retaining detailed finance and accounting information at the transaction level. The system shall provide and facilitate worldwide support of transportation payments and functional data with a mechanism that supports authorized shipments, expenses, and/or streamlines purchase and payment systems for the Department of Defense (DoD), and other designated Federal Agencies Automated Payment and Accounting Process (the Automated Process) initiative.

2. Acronyms

BOL: Bill of Lading
CMOS: Cargo Movement Operations System
COR: Contracting Officer's Representative
CWA: Central Web Application
DEBX: DoD Electronic Business Exchange
DFAS: Defense Finance and Accounting Service
DIACAP: DoD Information Assurance Certification and Accreditation Process
DoD: Department of Defense

DPS: Defense Personal Property System
DSS: Distribution Standard System
EDI: Electronic Data Interchange
EFTS: Enhanced Freight Tracking System
FACTS: Financial and Air Clearance Transportation System
FedGAAP: Federal Generally Accepted Accounting Principles
FFMIA: Federal Financial Management Improvement Act
GEX: Government Exchange
GFM: Global Freight Management
HHG: Household Goods
HTTPS: Hyper Text Transfer Protocol-Secure
IBS: Integrated Booking System
IBS: Integrated Booking System
IGC: Integrated Data Environment (IDE)/Global Transportation Network (GTN) Convergence
IP: Internet Protocol
IRS: Interface Requirements Specification
LOA: Line of Accounting
MRM; Management Reform Memorandum
NMCI: Navy-Marine Corps Intranet (NMCI)
PMO: Program Management Office
PWS: Performance Work Statement
SDDC: Military Surface Deployment and Distribution Command
TAC: Transportation Account Code
TCN: Transportation Control Number
TPPS: Third Party Payment System
TSP: Transportation Service Provider
UDF: User Defined Format
URL: Universal Resource Locator
USD: U.S. Dollars
USTRANSCOM: United States Transportation Command
VAN: Value Added Network
VSM: Vendor Shipment Module (VSM)

3. Background

The Department of Defense (DoD), under a reengineering mandate to better manage, pay and account for transportation services, is continuing its current effort toward implementation of a fully automated transportation payment and accounting process. This initiative is directed by the Office of the Secretary of Defense, under Management Reform Memorandums #15 and #6 (MRM #15, MRM #6). The objectives of this initiative include the following: (1) Maintain readiness capability; (2) Reduce infrastructure costs; (3) Eliminate DoD-unique documentation and processes; (4) Reduce data requirements/improve accuracy; (5) Increase use of Electronic Commerce (EC); (6) Employ best commercial practices; and (7) Establish a single documentation and billing process for all modes of transportation.

The first phase of the MRM #15 initiative, an electronic process to pay commercial carriers, has succeeded in dramatically decreasing the time taken to pay commercial carriers for transportation services. The focus of the next phase is a continuation of an ongoing process by which the DoD and other designated Federal Agencies reimburse the Contractor for payments made on behalf of the Military Services, Defense Agencies and other designated Federal Agencies on automating transportation payments.

Currently, electronic transportation bill payment services are provided to the Department of Defense Services (Navy, Army, Air Force, Defense Finance and Accounting Service, and Defense Logistics Agency), Coast Guard and other designated Federal Agencies by a commercial off-the-shelf application called US Bank Freight Payment System (formerly PowerTrack®). In addition, a portion of the payment and accounting for transportation shipments are processed manually by the Defense Finance and Accounting Service (DFAS) on behalf of the Military

Departments, Defense Agencies, and other designated Federal Agencies. Completion of all phases of development and implementation of the Automated Process will result in a fully-automated transportation process for all DoD branches which adheres to federal best practices accounting standards and provides necessary system, funding, and process controls.

Complete end-to-end implementation must be in full compliance with all statutory and regulatory requirements including the Chief Financial Officer and Federal Financial Management Improvement Acts (FFMIA) and Federal generally accepted accounting principles (FedGAAP). This continuing initiative endeavors to fully automate the processing of Government freight and personal property shipments and/or transactions. This initiative encompasses all required efforts to fully support the DoD's business processes involved with the payment and reconciliation of all transportation charges and billing.

Implementation of the Automated Process described in this Performance Work Statement (PWS) will provide a common, real time, electronic transportation payment environment shared by the shipper and transportation provider that streamlines the transportation payment and accounting process for DoD and other designated Federal Agencies while capturing and retaining detailed finance and accounting information at the transaction level. This is required to continuously improve cost-effectiveness of transportation, billing and payment. The Contractor shall provide an electronic process that supports the continued transition from a paper-based payment process to an automated process that integrates appropriate shipment information with the transportation finance, payment and accounting process. Such information shall include, but not be limited to, packing, line haul, storage and individual accessorial charges. All involved processes and computer systems will be integrated using Electronic Data Interchange (EDI). The primary source of shipment information within the electronic transportation payment environment shall be data feeds (EDI x12 858, 821, 997 and UDFs from DoD and other designated Federal Agencies' various shipping activities' systems (DPS, CWA, GFM, CMOS, DSS, etc) and commercial carrier and move manager systems. The design of the payment environment shall make it easy to submit delivery status, to trigger a payment, and to support carrier performance monitoring. For the purpose of this PWS, transportation payment shall encompass, but not be limited to, auditable settlement for any type of trucking, rail, air, pipeline, barge, sealift, express package, household goods, inter-modal, packing or internal DoD and other designated Federal Agencies' transactions where the buyer and seller of a service have a fee for service relationship. Such transactions may or may not include the actual transfer of funds.

4. Transition Plan

4.1 The Contractor shall not facilitate an environment in which Government TPPS related products and services are less desirable to accept or have higher acceptance costs than their commercial counterparts. From the carriers/TSP perspective, the Government TPPS related products and services provided under this contract shall not have noticeable differences in processing costs, functionalities, etc. This is important to maintain carriers/TSP willingness to accept government TPPS related products and services.

4.3 The transition plan's approach shall include at a minimum the following topics:

- a. Sample agencies/organizations transition schedule;
- b. Communication approach (including meetings with Contractor, agency/organization, TPPS PMO);
- c. Approach to negotiating contracts with DoD Approved Carriers/Sellers;
- d. Processing fee percentage that will be proposed to DoD Approved Carriers/Sellers that have successfully completed the SDDC FCRP and Shipping System;
- e. Data transmission, storage, and security;
- f. Training
- g. Detailed steps/tasks associated with transition that will be required to be performed by both the offeror and the Government)
- h. Detailed account of all the transition costs expected to be incurred by the offeror and how the offeror intends to recoup those costs.

4.4 At the close of the contract, the Contractor shall furnish phase-in training to a successor Contractor and exercise its best efforts to effectuate a cooperative, orderly, and seamless transition to a successor. The Contractor shall, upon the Navy Contracting Officer's written notice, furnish phase-in, phase-out services for up to 365 calendar days prior to the expiration date of this contract. The Contractor shall provide sufficient, experienced personnel during the phase-in, phase-out period to ensure that there is no diminution in the quality of services provided under the master contract and agency/organization task orders.

The migration of data from the Contractor to the successor Contractor shall be closely monitored and adhere to the security measures in 8.7. The Contractor shall provide to DoD and other designated Federal Agencies, and/or the successor Contractor and Navy Contracting Officer at their request, a complete, non-proprietary, current and accurate master file of individually billed and centrally billed accounts in a format mutually agreed upon by the Government and the Contractor at least 90 calendar days prior to the end of the contract. The master file shall also include accurate information regarding suspended or canceled accounts. The Contractor shall also provide the master file layout within 10 business days of the Government's written request. If the award is made to the incumbent, the Government may reduce the transition period. The Contractor shall maintain and offer access to legacy systems for a period of 24 months after the completed agency/organization transition.

5. Transition Period

Cooperative, orderly, and seamless transitions are crucial to the Government's mission requirements. Failure to transition in accordance with the requirements may be cause for termination for default. The successful Contractor will be given the opportunity to begin work on a phased basis to avoid an interruption of service when transitioning from the prior service provider. A twelve-month transitioning period is planned. At the conclusion of the transition period, the Contractor must be totally capable of performing the required PWS tasks without further assistance.

5.1 Transition Plan Interim Milestones

Milestones

Dates

Master File received from previous Contractor	30 days after contract award
Risk Mitigation Plan	30 days after contract award
Commercial/Standard Deployment Plan	30 days after contract award
Transportation Service Provider Agreements	60 days after contract award
Interface Requirement Specifications	90 days after contract award
Help Desk	4 months after contract award
Access to Electronic Transportation Bill Payment Environment	4 months after contract award
Agency/Service Accounts Roll-out Transition	6 months after contract award
Kick-Off Conference	10 months after contract award
Web-based Analysis and Reporting Tasks, Ad-hoc Queries	12 months after contract award
Annual Training Conference	12 months after contract award
Offset Capability	12 months after contract award
Foreign Currency	12 months after contract award

6. General Capabilities

6.1. The Transportation Third Party Payment System shall provide an auditable common, real-time, DoD Electronic Transportation Bill Payment Environment shared by DoD personnel and carriers or sellers of transportation services that streamlines the payment and accounting process for the DoD and other designated Federal Agencies. This process shall capture, and then provide to appropriate and designated DoD and other Federal Agencies, detailed information required to continuously improve the cost-effectiveness of seller payments and transportation movement, and billing. Such information shall include, but not be limited to, packing, line haul, storage, and each applicable accessorial charge at the individual transaction level. The primary source of shipment or order information within the System will be electronically received batch data from DoD and other designated Federal Agencies' order, shipment, contract, and accounting management systems based upon commercial/industry

standard electronic format and the commercial carrier (seller) or carrier management systems. The System shall be designed to allow all carriers/TSP, their agents, and transportation managers submitting delivery or terminated status to trigger payment and also designed to support carrier performance monitoring. It shall encompass, but not be limited to, settlement for any type of trucking, rail, air, pipeline, barge, sealift, express package, household goods, inter-modal, inter-governmental or internal DoD transportation transactions.

6.2. The Transportation Third Party Payment System shall be capable of processing an average of 670,930 transactions per month, between all DoD and other designated Federal Agencies Shipping Offices and all DoD Approved Carriers/TSP. The average transaction amount is expected to increase as more Shipping Offices are rolled out into the system. The Contractor's system shall capture, in an auditable format, all DoD and other designated Federal Agencies' finance and accounting shipment information at the transaction level related to transportation services produced by all DoD and other designated Federal Agencies' shippers and agents acting on their behalf and includes other transactions where there is a buyer and seller of a service. DoD Approved Carriers/Sellers that have successfully completed the Surface Deployment and Distribution Command (SDDC) Freight Carrier Registration Program (FCRP) and Shipping System, are listed in the SDDC Global Freight Management (GFM), Defense Property System or other Government Shipping Systems (i.e. CMOS, DSS or CWA) DoD Approved Freight Carriers Lists. (i.e. FedEx, UPS, trucking systems, etc.)

Specific information on FCRP is located at the Public Website:

<http://www.sddc.army.mil/sddc/Content/Pub/14712//welcomingletter%20mar%2009.pdf>.

The DoD Approved Carriers List is located at public SDDC Website:

<https://mustang.eta.sddc.army.mil/ccp/jsp/ApprovedCarrierList.jsp>.

There are currently one thousand seven hundred and seventy-nine (1,779) DoD-Approved Carriers. This listing is updated periodically.

6.3. The Third Party Payment System shall operate within DoD and other designated Federal Agencies and Services Information Systems Regulations and meet all network-based information Services Operation Requirements. The Third Party Payment System shall be capable to interface with the following Government Shipping Systems:

- a. Cargo Movement Operations System (CMOS)
- b. Global Freight Management (GFM)
- c. Financial and Air Clearance Transportation System (FACTS)
- d. Integrated Booking System (IBS)
- e. Central Web Application (CWA)
- f. Defense Personal Property System (DPS)
- g. Distribution Standard System (DSS)
- h. Vendor Shipment Module (VSM)

The Contractor's system shall be able to interface with any Government Shipping System developed in the future.

6.4 The Contractor shall facilitate the relationship between DoD's shippers and industry transportation providers in order to support the electronic integration of shipment and billing information to result in the auditable, accurate and timely payment of invoices.

7. Tasks: These tasks define the Contractor services required by the DoD and other designated Federal Agencies in support of electronic transportation payment, maintenance and storage of the data required for audit, management reports and analysis, and transmission of required data to the DoD and other designated Federal Agencies appropriate central data repository.

7.1. Provide an automated Transportation Third Party Payment System with the following abilities:

- 7.1.1. The ability to electronically receive and utilize batch data from DoD and other designated Federal Agencies from order, shipment, contract, and accounting management systems based upon standard/commercial electronic format.
- 7.1.2. The ability to electronically accept and utilize invoices with event status from DoD Approved Freight Carriers/Sellers of transportation services based upon a commercial industry standard data set and transmission method.
- 7.1.3. The ability to electronically accept and utilize verification and data changes from DoD and other designated Federal Agencies order, shipment, contract, and accounting management systems directly and systematically.
- 7.1.4. The ability to reconcile and pay the sellers of transportation services the amount verified by DoD and other designated Federal Agencies' shippers or buyers directly or systematically.
- 7.1.5. The ability for DoD and other designated Federal Agencies personnel to access the DoD Electronic Transportation Bill Payment Environment via direct system-to-system interface and the Internet for purposes of establishing valid Carrier or Seller of transportation services relationships and originating, processing and approving electronic payment related transactions.
- 7.1.6. The ability for authorized users to enter, edit, and save all bill of lading (BOL) information including, but not limited to, carrier/TSP to be paid, amount to be paid, delivery information, origin, destination, line item detail, appropriation sub-head code, line of accounting (LOA), appropriation code(s), Transportation Account Codes (TAC), and Transportation Control Number (TCN).
- 7.1.7. The ability to provide an on-line mechanism to facilitate control and monitor post- payment adjustments that automatically links the adjustment to the original shipment and provides for a detailed record of the reason(s) for adjustment. The electronic payment environment shall automatically link payment information with the underlying shipment or order information to present the user with a single combined view of the transaction and eliminate the need for an additional reconciliation process.
- 7.1.8. The ability to capture all appropriation code information relevant to a shipment or order provided by DoD and other designated Federal Agencies' order, shipment, contract, and accounting management systems, to be visible and linked to said activity and retained in the DoD Electronic Transportation Bill Payment Environment for posting, reporting and analysis purposes.
- 7.1.9. The ability to create and submit supplemental payment requests or billing disputes that can be used for any purpose, including, but not limited to, the recovery or adjustment of money associated with transportation over/under payments, interest penalties associated with delayed transaction approvals, and administrative offsets services and supplemental billing and or adjustment to all the afore mentioned categories. These Supplemental Transactions will be linked in an auditable manner to the original transaction. Unlinked Supplemental Transactions will be allowed in limited, but specified, situations that shall be identified in writing by the COR. The party requesting funds has the obligation of creating and submitting the supplemental payment requests or billing disputes to the receiving party. As an example of acceptable action or activity; upon approval by the receiving party, the Contractor shall process the supplemental payment requests or billing disputes by crediting or paying the requesting party and debiting the receiving party. In the event that the Contractor cannot collect the amount of the approved supplemental payment requests or billing disputes from the receiving party within 60 days, the Contractor has the option of reversing the supplemental payment requests or billing disputes transaction.
- 7.1.10 The ability for the Government to unilaterally adjust and/or stop payments to the TSP to offset debts. The Contractor and the Government shall develop a standard commercial process for redirecting credits resulting from adjusted and/or stopped payments no later than 12 months of contract award. The Government will adjust and/or stop payments to the Contractor to satisfy any TSP offsets, if the Contractor fails to provide the Government with the ability to offset TSP debts within 12 months of contract award.

7.1.11 The ability to pay carriers/TSP in foreign currency. The Contractor shall establish the settlement conversion rate for each transaction, and bill DoD and other designated Federal Agencies in U.S. Dollars (USD) within 12 months of contract award.

7.2. Interface with DoD and other designated Federal Agencies to electronically receive and transmit data with Government TAC, order, shipment, contract, Intransit Visibility (ITV), audit, billing, data analysis, and accounting management systems based upon commercial/industry standard electronic format. Specific information shall be delineated in Interface Requirements Specification (IRS) document(s) which shall be maintained by the Contractor and each system/ process Program Management Office, and shall contain detailed file layouts specifying type of data, length of data element, periodicity of transmission, and other appropriate information related to the creation of an efficient interface.

7.2.1. Interface Requirements specification (available in a separate document) is for the interface which will transport over Government Exchange (GEX). GEX is a Value-Added Network (VAN), which is a staging area for sharing files between trading partners. The interface between Central Web Application (CWA) and the Contractor system runs on Department of Defense Electronic Business Exchange (DEBX). GEX is an upgrade of DEBX. Both DEBX and GEX handle HyperText Transfer Protocol-Secure (HTTPS) "POST" requests so the interface mechanism will work on GEX with a few configuration changes. The lower layer transport mechanism used to send information (EDI data) from the Contractor system to the designated Government system as well as from the designated Government system to the Contractor system is HTTPS. Other designated Federal Agencies will retain their current interface specifications.

7.2.2. The Contractor system–designated Government system Interface and HTTPS Transport Mechanism is used for all communications between the Contractor system and the designated Government system Interface that uses HTTPS POST Request/Response mechanisms. The EDI data, whether it is in the form of EDI 859, 858, 824 or 997 transactions, is encoded in the Request Body as a standard octet-stream.

7.2.3. The communications connectivity for the interface between the Contractor system and designated Government system is based on Internet Protocol (IP) Sockets using the public Internet for the packet delivery. HTTPS application layer protocols are used over IP for both the transport of the EDI data, as well as the encryption of the data payload(s).

7.2.4. HTTPS Address is the address to be used for the HTTPS Requests made by the Contractor system (the Universal Resource Locator [URL] to send designated Government system EDI transactions) will be provided after contract award.

7.2.5. Security Requirements for the data transferred between designated Government system and the Contractor system is Sensitive but Unclassified (previously known as Level II). Assurance is provided through User Identification (ID), and multiple-level passwords based on access authorization and the function requested by the user. Transaction tracking provides information security audit trails and is incorporated into system design. Any proposed system shall provide a copy of their security plan and comply with NMCI, DIACAP and any other Government security requirements.

7.2.6. Modifications to this interface will be required if any of the following components supporting the interface are changed: (a) Software, (b) Hardware, (c) Communications Infrastructure, (d) Interface Procedures, and (e) Changes to the Format/Content of the Data Transferred. Because modifications to this interface may require extensive changes to the hardware and/or software of one or both systems, any modifications must be thoroughly analyzed, coordinated, and scheduled 120 days in advance. Any required funding, to include payment terms, must be defined. All modifications to this interface shall be coordinated through, and approved by, the DoD Electronic Transportation Bill Payment Program Management Office (PMO) and the designated Government system PMO.

7.3. Interfaces with carrier or seller invoice management systems to receive data with regards to performance and sending payment for successful performance of service. The system shall have the capability to tie cargo movements and costs to a contract number. Carrier/TSP or seller invoice shall include a contract number. The data shall be accurate, timely, reside in a searchable field for reporting purposes, and reflect all transactions history (i.e. price adjustments, offsets) to final cost.

7.4. Provide a billing statement with variable periodicity, but at a minimum once per month. The billing statement periodicity shall be determined at the agency/organization level.

7.4.1. Delinquent amounts and the date they were incurred shall be an integral part of the Contractor billing and reimbursement process with the Government. The Contractor reimbursement invoice to the Government shall contain the above referenced information until that specific amount is paid.

7.5. Make payment to sellers under the terms of the agreement executed between the Contractor and the Seller after DoD and other designated Federal Agencies' activities have executed final transaction approval in the DoD Electronic Transportation Bill Payment Environment. Any failure to make payment of approved transactions under the terms specified in the seller agreement shall be resolved between the Contractor and the Seller.

7.5.1. All payment information shall be automatically linked with the underlying TAC, shipment or order information to present the user with a single combined view of the transaction and eliminate the need for additional reconciliation processing. All appropriation code information relevant to a shipment or order provided by the Government's shipment or order management systems shall be retained in the DoD Electronic Transportation Bill Payment Environment for audit, posting, reporting, billing, and analysis purposes.

7.5.2. All statements and reporting shall be delivered electronically to each authorized user's desktop via the DoD Electronic Transportation Bill Payment Environment. Statements shall summarize charges by LOA, TAC, when provided, and appropriation code to further streamline the payment accounting process. The accounting information displayed in the monthly statement record relies upon Customer input. If the LOA or TAC is not present, then the default LOA shall be summarized. DoD and other designated Federal Agencies shall be provided with the capability to grant data access rights to DoD and other designated Federal Agencies -authorized users so that oversight, audit, accounting, and compliance groups can perform their functions within the DoD Electronic Transportation Bill Payment Environment – including an automated interface with Defense Finance and Accounting Service accounting systems. In addition, the contractor shall cooperate in any data mining, Lean Six Sigma or other audit techniques initiated by Navy, DFAS or DOD.

7.6. Provide users with the capability to conduct a variety of Web-based analysis and reporting tasks. This includes ad-hoc query and reporting where users can construct and execute custom, line-item detail and summary database queries and reports; and Online Analytical Processing (OLAP, e.g., "information cubes"), which allows users to perform summary-level, multi-dimensional analysis. Users need to be able to save and share reports they've developed out on the contractor's Web site. They also need a scheduling capability to run a report at recurring dates and times, and the ability save reports down to their client system as a Microsoft Excel 2007 workbook, Adobe Acrobat Portable Document File (.pdf), delimited text files, XML files, and HTML (e.g., Web report).

7.7. Provide a staffed help desk and functioning toll free help desk phone number, and web address for same, all to be available at the time of award seven days per week, twenty-four hours a day.

7.8. Analyze customer (e.g. the Government, carriers/TSP, etc.) problems and systemic problems within its system and develop solutions to these problems. When the proposed solution inhibits or detracts from the DoD and other designated Federal Agencies use of the service, the Contractor shall present the proposed course of action and the anticipated effects to the Point of Contact at the Requiring Activity within seven (7) business days.

7.9. Provide customized training tools and materials for all DoD and other designated Federal Agencies users which incorporate any DoD-tailored requirements. Within twelve (12) months of contract award, the Contractor shall sponsor an annual training seminar for DoD Electronic Transportation Bill Payment Environment users (Certifying Officers, Service Representatives and Pay Technicians). In addition, web-based training shall be

available to Certifying Officers, Service Representatives and Pay Technicians and shall include reference guides, system setup, on-site consulting, project management meetings, etc. The Contractor shall submit an implementation plan for rollout of the customized tools and materials with its technical proposal.

7.10. Develop a disaster recovery plan to address emergencies and disasters to ensure continuity of operations.

7.10.1 Report all downtime to the COR. The Contractor shall provide the COR notification of the situation within 15 minutes of discovery by email and telephone to those individuals in the Pyramid Alert Notification Roster provided by the COR. After initial notification is made, the Contractor shall report the status of the repair to the COR every 30 minutes during official operating hours and every two hours, or alternate reporting timeframes as directed by the COR, during non-operational hours until the process is determined productive. A monthly downtime report stating the number of hours the process was down or not available and for what reason(s), shall be provided to the COR.

7.11. Market the DoD Electronic Transportation Bill Payment Environment to carriers/TSP and sellers of services, serving the DoD, and other designated Federal Agencies as directed by the Government program office. Actively pursue and develop business partnerships with the sellers of transportation services that are approved to do business with the DoD and other designated Federal Agencies.

7.11.1. Offer multiple interface solutions to carriers/TSP or sellers in its DoD Electronic Transportation Bill Payment Environment. Interface solutions are best described as ways to access the service provided by the Contractor.

7.12. Provide an online mechanism to facilitate, control, and monitor post-payment adjustments that automatically links the adjustment to the original shipment and provides a detailed record of the reason(s) for the adjustment. All copies of these transactions will need to be transmitted to both the IGC EDW and EFTS within 24 hours after being either generated or updated. All transaction data for DoD and other designated Federal Agencies shall be available online and in accordance with Federal and DoD-specific electronic data retention regulations at no cost to the government. Archived data shall be available upon request and shall be provided electronically within five (5) business days of a request. The Contractor shall be the Government's agent for document repository as it relates to all transactions under the payment system. The Contractor shall maintain electronic records of all transactions that exceed \$25,000 for a period of 6 years and 3 months after final payment, and for all transactions of less than \$25,000, for a period of 3 years after final payment. Final payment is defined as a transaction final payment. The Contractor shall segregate this transaction information (i.e., transactions exceeding \$25,000 and less than \$25,000). Upon written request of the Contracting Officer, DoD and/or other designated Federal Agencies, the Contractor shall provide the requested information in an electronic format within 30 calendar days, at no additional cost to the Government. In addition, Contractor shall provide online access to data for a minimum of 36 months after the transaction final payment. The Contractor shall propose a commercial/standard file format for electronic data delivery. Data will be delivered in this standard format to multiple locations as required by DoD and/or other designated Federal Agencies, file formats other than the standard file format shall be provided at no cost.

7.13. Recommend any upgrades or improvements to the system via a working group process at least nine months prior to intended deployment. This advanced notice is required to reduce impact to fiscal year cycle planning and to support application integration into DoD and other designated Federal Agencies' Services Intranet Environment. Recommended changes and upgrades shall be coordinated by the appropriate Service with DoD Service Intranet Environments, through the DoD Service Intranet Environments Application Release Deployment Process. The Contractor shall provide DoD Electronic Transportation Bill Payment Environment information needed to process the recommended upgrades through the DoD Services Intranet Environments review, packaging and certification process. The Contractor shall notify the DoD and other designated Federal Agencies prior to making changes or upgrades to the process that are Customer-interfacing and require training or user documentation or making changes that affect the technology required to operate the product, such as operating system and web browser as an example of the user interface. This notification shall be made through the portal and other media as necessary. For the purposes of familiarization, the Contractor shall allow DoD access to a test environment for Thirty Days prior to deployment of Government-specific DoD Electronic Transportation Bill Payment Environment upgrades. The

Contractor shall submit an implementation plan for rollout of any future DoD Electronic Transportation Bill Payment Environment upgrades with its technical proposal.

7.14.

Technology Incentive – Monetary Credit used to fund Third Party Payment System development and improvement initiatives intended to support the goals of DFAS.

8. Deliverables. The contractor shall provide the following to the Government:

8.1. An Electronic Transportation Bill Payment Environment that automatically links payment information with the underlying shipment and or service or order information to present the user with a single combined view of the transaction and eliminate the need for an additional reconciliation process. All appropriation code and Transportation Account Code (TAC) information relevant to a shipment or order provided by DoD and other designated Federal Agencies' order, shipment, contract, and accounting management systems shall be retained in the DoD Electronic Transportation Bill Payment Environment for audit, posting, reporting and analysis purposes. Allows DoD and other designated Federal Agencies access to a test environment for thirty days prior to initial rollout of Government specific DoD Electronic Transportation Bill Payment Environment.

8.2. A software product that is capable of supporting the DoD and other designated Federal Agencies processes for audit, transportation payment, reconciliation, working capital/appropriated/non-appropriated funds management interface and that, at a minimum, provides all capabilities and abilities listed in this Performance Work Statement.

8.3. A package of customized training tools and materials including, but not limited to, Web Site based training which shall include Reference Guides and system setup required to successfully train users and administrators of the delivered software product.

8.4. A commercial/standard deployment plan.

8.5. A commercial/standard disaster recovery plan.

8.6. A system with at least ninety eight percent or better reliability. Reliability is defined, as the amount of time the system and or process is available for use by DoD and other designated Federal Agencies users worldwide. A monthly downtime report stating the number of hours the system was down or not available and for what reason(s).

8.7. The Contractor shall provide a security plan that describes its security program and how the Contractor shall satisfy the security requirements as identified in this section, including how improved security-related processes and technologies are to be incorporated into the master contract as they become commercially available. The plan shall address the Contractor's security measures and safeguards to ensure that all information systems utilized by Contractor and any third party personnel (e.g., subcontractors):

- Operate effectively and accurately;
- Are protected from unauthorized alteration, disclosure, and/or misuse of information processed, stored, or transmitted;
- Can maintain the continuity of support for organization missions, programs, and functions;
- Incorporate management, operational, and technical controls sufficient to provide cost-effective assurance of the system's integrity and accuracy;
- Have appropriate technical, personnel, administrative, environmental, and access safeguards; and
- Includes procedures for notifying the government of any and all vulnerabilities found.

At a minimum, the security plan shall discuss the following:

- Organizational security roles;
- Physical security of Contractor systems;

- Risk assessment procedures;
- Maintenance and testing of security systems;
- Security monitoring procedures;
- Procedures and timeframes for resolving security deficiencies;
- Procedures for the prevention of and response to security breaches; and
- Include a designated contact for security related issues.

8.8. Monthly Rebate Report. The contractor shall provide a monthly report documenting the total amount of rebates that have been refunded to each TAC (if a rebate has been proposed).

8.9 Monthly Processing Fee Percentage Report. The contractor shall provide a monthly report documenting any changes to the Processing Fee Percentages charged to the individual carriers. Processing fee percentage shall not exceed 2%.

9. Scheduled Maintenance

As it will affect DoD and other designated Federal Agencies users worldwide, the Contractor shall announce scheduled system maintenance at least one week in advance via the most efficient media available, but at a minimum through the use of e-mail. Scheduled down time will not count against the system/process reliability calculation. In the event of unscheduled downtime, the Contractor shall notify the designated Government points of contact as soon as the Contractor is aware that the downtime will occur or is occurring.

10. Early Payment Incentive Refunds

10.1. The Contractor shall offer an early payment incentive refund measured in basis points on all charges to each organization based on net charge volume. This refund can be earned based on each organization's payment performance.

10.1.1. The Contractor shall provide payment incentive in the form of a refund consisting of 1.5 basis points against the eligible charge volume for each day less than thirty days, if the period for the early payment incentive of the organization is less than thirty days.

10.1.2. Early payment incentive = Average Net Receivable / (Sales in early payment incentive Period / Days in early payment incentive Period)

10.1.3. Average Net Receivable is defined as the average outstanding balance of the receivable for a specific period of time.

10.1.4. Early Payment Incentives Refunds shall be accrued daily and credited quarterly to the designated or contributing account. As applicable the Contractor shall proportionally apply the early payment incentives directly to the accounts that contributed to the earned Early Payment Incentives Refunds as a credit. The Contractor shall provide a quarterly report, defining the early payment incentive distribution detailed to the billing office level (account holder).

10.1.5 Rounding for purposes of Early Payment Incentives Refunds shall use the methodology where if a day (aggregate date) has an additional decimal value, the mid point of .50 shall determine the direction of rounding. If the derived decimal amount is .50 or less, the number of days shall round down to the whole number. If the decimal is .51 or greater, the amount shall round up to the whole number.

11. Payment Terms and Late Payment Charges

11.1. In accordance with the Defense Transportation Regulation – Part II, Chapter 212, Section C.7.c., payments are due 15 calendar days from the DoD Electronic Transportation Bill Payment Environment summary invoice availability date. The Contractor shall be responsible for any interest penalties accrued because system downtime, unmatched bills and/or posting invoices to an incorrect billing statement.

11.2. Invoices shall be made available for payment reimbursement by 0600 hours Eastern Time on the business day the invoice is sent to the Government or be sent the next business day prior to 0600.

12. Privacy Act Notice

The Contractor shall not use names, addresses, shipping information, specific personally identifiable information or any other or related account information for any purposes other than that specified in the contract. The Contractor shall not release, sell, or make available in any form any such information to any third party except as otherwise specifically provided in the contract. This section does not prohibit the dissemination of information and data concerning shipping and charge activity which does not contain any direct or indirect identification of the DoD and other designated Federal Agencies, or specific individuals. The terms of this section shall survive the termination of this performance work statement.

13. Intellectual Property

The Contractor shall own all Intellectual Property rights in the name, the system, software, the documentation and related material. Nothing in this performance work statement shall cause or be construed as a transfer of any Intellectual Property rights to the DoD and other designated Federal Agencies, nor shall it constitute a license to Intellectual Property of the Contractor. The DoD, and other designated Federal Agencies may not modify, reverse assemble, or decompile the Intellectual Property, nor make derivative works thereof. Data captured through the DoD Electronic Transportation Bill Payment Environment is proprietary and the exclusive sovereign property of the U.S. Government. The terms of this Section shall survive the termination of this performance work statement.

14. IRS Withholding Requirement

Contractor shall comply with Section 3402(t) of the Internal Revenue Code that requires Federal, state, and local government entities, or their payment administrators to withhold 3 percent from payments over \$10,000 for property or services, deposit the withholding with the IRS, and report the payments and the withholding to the IRS and to the payees. Withholding is required for payments made after December 31, 2010. Withholding is required at the time of payment, and applies to any form of payment. A government entity may use a payment administrator in making payments. A payment administrator is a person that acts with respect to a payment solely as an agent for the government entity by making the payment on behalf of the government entity to the person providing the property or service to, or on behalf of, the government entity. If a payment administrator is used, the payment subject to withholding occurs when the payment administrator pays the person providing property!
or services.

Payments subject to the withholding requirement must be shown on Form 945, Annual Return of Withheld Income Tax. These amounts are subject to the deposit rules for that form. The deposit rules are discussed in (Publication 15), (Circular E, Employer's Tax Guide). All amounts withheld must be reported by the government entity or payment administrator on Form 1099-MISC, Miscellaneous Income, at the end of the calendar year.

15. Government-Wide Shut Down

Each year, Congress must pass appropriation bills that provide legal authority to spend or obligate U.S. Treasury Funds. The bills must then be signed into law by the President or become law through a Congressional override of a Presidential veto. It is possible that all of the appropriation bills will not be completed in time for the start of any given fiscal year. A continuing resolution is usually passed to allow the Government to continue to function; however, in recent years, the Government has been required to "shut down" non-essential functions. In the event of a government-wide shut down, payment to the Contractor would be late for most accounts; however, all billed accounts would be paid with Prompt Payment Act interest upon a budget passing. The Contractor shall not deactivate any account in this situation unless otherwise notified by the Contracting Officer or the COR by direction of the Contracting Officer.

16. Standard Line of Accounting (SLOA)

The DoD is evolving to incorporate Standard Line of Accounting (SLOA) data set format as part of the Department's effort to modernize the Standard Financial Information Structure (SFIS). SFIS is a comprehensive data structure that supports requirements for budgeting, financial accounting, cost/performance, and external reporting needs across the Department of Defense (DoD) enterprise and is required to be incorporated into enforcing Master Data for DoD appropriated funded lines of accounting. Information on SFIS is located at: <http://dcmo.defense.gov/products-and-services/standard-financial-information-structure/>. The SLOA data element format will assist in the implementation and operation of systems and processes for creating, transmitting, and receiving financial information. It will simplify the aggregation of data, limiting crosswalks and mapping procedures. SLOA information requirements are located at: [http://dcmo.defense.gov/products-and-services/standard-financial-information-structure/DOD%20SLOA Accounting%20Classification Sep%202014%202012.pdf](http://dcmo.defense.gov/products-and-services/standard-financial-information-structure/DOD%20SLOA%20Accounting%20Classification%20Sep%202014%202012.pdf). The Contractor shall adequately demonstrate the capability to support and conform to new and revised formats as the DoD implements SFIS and SLOA. This capability will improve financial information, improve interoperability between U.S. Government systems and the Contractor's system and help achieve audit readiness.

CONTRACT ADMINISTRATION PLAN (CAP) FOR FIXED PRICE CONTRACTS

In order to expedite the administration of this contract, the following delineation of duties is provided. The names, addresses and phone numbers for these offices or individuals are included elsewhere in the contract award document. The office or individual designated as having responsibility should be contacted for any questions, clarifications, or information regarding the administration function assigned.

1. The Procuring Contract Office (PCO) is responsible for:
 - a. All pre-award duties such as solicitation, negotiation and award of contracts.
 - b. Any information or questions during the pre-award stage of the procurement.
 - c. Freedom of Information inquiries.
 - d. Changes in contract terms and/or conditions.
 - e. Post award conference.
2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS 42.302 except those areas otherwise designated as the responsibility of the Contracting Officer's Representative (COR) or someone else herein.
3. The paying office is responsible for making payment of proper invoices after acceptance is documented.
4. The Contracting Officer's Representative (COR) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. 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. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The COR duties are as follows:

a. Technical Interface

(1) The COR is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract. The COR is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.

(2) The COR is prohibited from issuing any instruction which would constitute a contractual change. The COR shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.

b. Contract Surveillance

(1) The COR shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the COR should exercise extreme care to ensure that he/she does not cross the line of personal services. The COR must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such a situation, the COR's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.

(2) The COR shall monitor contractor performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation.

(3) The COR will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the COR should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the COR is responsible for monitoring the recovery and keeping the PCO advised of progress.

(4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of contract performance. Subsequent CPARs covering any contract option periods should be ready at 1-year intervals thereafter.

c. Invoice Review and Approval/Inspection and Acceptance

(1) The COR is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the COR must take into consideration all documentary information available and any information developed from personal observations.

(2) The COR must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The COR must be cognizant of the invoicing procedures and prompt payment due dates detailed elsewhere in the contract.

(3) The COR will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance.

(4) The COR shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The COR shall ensure that the invoice is clearly marked as a "Final Invoice."

d. Contract Modifications. The COR is responsible for developing the statement of work for change orders or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

e. Administrative Duties

(1) The COR shall take appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.

(2) The COR shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.

(3) The COR must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.

f. Government Furnished Property. When government property is to be furnished to the contractor, the COR will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

g. Security. The COR is responsible for ensuring that any applicable security requirements are strictly adhered to.

h. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

i. Written Report/Contract Completion Statement.

(1) The COR is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractors performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor.

(2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.

(3) The COR is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.

5. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the COR. The TA does not have the authority to provide any technical direction or clarification to the contract. Duties that may be performed by the TA are as follows:

- a. Identify contractor deficiencies to the COR.
- b. Review contract deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.
- c. Assist in preparing the final report on contractor performance for the applicable contract in accordance with the format and procedures prescribed by the COR.
- d. Identify contract noncompliance with reporting requirements to the COR.
- e. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.
- f. Review invoices and provide the COR with recommendations to facilitate COR certification of the invoice.
- g. Provide the COR with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.
- h. Provide detailed written reports of any trip, meeting, or conversation to the COR subsequent to any interface between the TA and contractor.

QUALITY ASSURANCE SURVEILLANCE PLAN

For: DoD Electronic Transportation Bill Payment Environment

1. Contract Number: N00189-15-C-Z012

2. Contractor's name: US Bank

3. Contract Description: The end result of the Contractor provided DoD Electronic Transportation Bill Payment Environment shall be to provide an auditable common, real-time, DoD Electronic Transportation Bill Payment Environment shared by DoD personnel and carriers or sellers of transportation services that streamlines the payment and accounting process for the DoD, and other designated Federal Agencies. This process shall capture and then provide to appropriate and designated DoD activities, and other designated Federal Agencies activities, detailed information required to continuously improve the cost-effectiveness of seller payments and transportation movement, and billing. Such information shall include, but not be limited to, line haul, storage and each applicable accessorial charge at the individual transaction level. The primary source of shipment or order information within the DoD Electronic Transportation Bill Payment Environment is electronically received batch data from DoD, and other designated Federal Agencies' order, shipment, contract, and accounting management systems based upon mutually agreeable industry standard electronic format and the commercial carrier (seller) or carrier management systems. The DoD Electronic Transportation Bill Payment Environment provided shall facilitate all carriers, their agents, and transportation managers submitting delivery status to trigger payment and support carrier performance monitoring. DoD Electronic Transportation Bill Payment Environment shall encompass, but not be limited to, settlement for any type of trucking, rail, air, pipeline, barge, seafight, express package, household goods, inter-modal, inter-governmental or internal DoD and other designated Federal Agencies' transportation transactions may or may not include the actual transfer of funds.

4. Purpose

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored?
- How monitoring will take place.
- Who will conduct the monitoring?
- How monitoring efforts and results will be documented.

This QASP does not detail how the contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

5. Government Roles and Responsibilities

The following personnel shall oversee and coordinate surveillance activities.

a. Contracting Officer (CO) - The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

Assigned CO: Brian Excell

Organization or Agency: Fleet Logistics Center Norfolk Contracting Dept.
Philadelphia Office
Philadelphia, PA 19111

b. Contracting Officer's Representative (COR) - The COR is responsible for the administration of the contract and shall assure proper Government surveillance of the contractor's performance. The COR shall keep a quality assurance file. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf.

c. Assigned COR: Theresa Farler

Government Program Manager: Kenneth Soderlund

6. Contractor Representative

The following contractor's employees serve as the program manager for this contract.

- a. Project Manager: Jeffrey Webb
- b. Other:

7. Performance Standards

Performance standards define desired services. The Government performs surveillance to determine if the contractor exceeds, meets or does not meet these standards. (See QASP Matrix)

8. Incentives

The Government shall use the Exercise of Option Periods and past performance as incentives. Incentives shall be based on exceeding, meeting, or not meeting performance standards.

9. Methods of QA Surveillance

The COR shall use the following methods of surveillance:

- a. Progress or status meetings: Performance standards ID # 1-43
- b. Analysis of contractor's progress reports: Performance standards ID # 1-43
- c. Analysis of Contractor's records and/or work plans: Performance standards ID # 1-43

10. Documenting Performance

a. ACCEPTABLE PERFORMANCE

The Government shall document positive performance. Any report may become a part of the supporting documentation for any contractual action.

b. UNACCEPTABLE PERFORMANCE

When unacceptable performance occurs, the COR shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the COR shall document the discussion and place it in the COR file.

When the COR determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to the contractor's program manager.

The contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the contractor has to present this corrective action plan to the COR. The Government shall review the contractor's corrective action plan to determine acceptability.

Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO.

11. Frequency of Measurement

a. Frequency of Measurement.

During contract performance, the COR will periodically analyze whether the negotiated frequency of surveillance is appropriate for the work being performed.

b. Frequency of Performance Assessment Meetings.

The COR shall meet with the contractor as needed to assess performance and shall provide a written assessment.

**DOD ELECTRONIC TRANSPORTATION BILL PAYMENT ENVIRONMENT
QUALITY ASSURANCE MATRIX**

Task	ID	Indicator	Standard	Acceptable Quality Level	Method of Surveillance	Incentive	Determination
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Task	ID	Indicator	Standard	Acceptable Quality Level	Method of Surveillance	Incentive	Determination
7.1.1	1	Electronically receive and utilize batch data from DoD agencies order, shipment, contract, and accounting management systems.	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.1.2	2	Electronically accept and utilize invoices with event status from DoD approved Carriers/Sellers of transportation services.	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.1.3	3	Electronically accepts and utilizes verification and data changes from DoD and other designated Federal Agencies order, shipment, contract, and accounting management systems directly and systematically.	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.1.4	4	Reconcile and pay sellers of transportation services the amount verified by DoD and other designated Federal Agencies' directly or systematically.	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.1.5	5	Access to DoD Electronic Transportation Bill Payment Environment	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.1.6	6	Authorized users can enter, edit, and save all bill of lading (BOL) information including, but not limited to, carrier/TSP to be paid, amount to be paid, delivery information, origin, destination, line item detail, appropriation sub-head code, line of accounting (LOA), appropriation code(s), TAC and TCN.	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.1.7	7	Provide an online mechanism to facilitate control and monitor post-payment adjustments that automatically links the adjustment to the original shipment.	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.1.8	8	Capture all appropriation code information relevant to a shipment or order provided by DoD or other designated Federal Agencies.	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.1.9	9	Supplemental payment requests or billing disputes	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.1.10	10	Unilateral Adjustments/Offsets	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.1.11	11	Pay carriers/TSP in foreign currency.	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet

Task	ID	Indicator	Standard	Acceptable Quality Level	Method of Surveillance	Incentive	Determination
7.2.1	12	Interface Requirements Specification with Government Exchange (GEX).	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.2.2	13	System Interface and HTTPS Transport Mechanism	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.2.3	14	Interface Communications Connectivity	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.2.4	15	HTTPS address to be used for the HTTPS Requests made by the Contractor system will be provided after contract award.	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.2.5	16	Security Requirements	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.2.6	17	Interface Modifications	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.3	18	Contract Number Requirement	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.4.1	19	Delinquent Amounts	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.4	20	Billing Statement	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.5	21	Payment of Approved Transactions	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.5.1	22	Automatic payment information link	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.5.2	23	Access to authorized users so that oversight, audit, accounting, and compliance groups can perform their functions.	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet

Task	ID	Indicator	Standard	Acceptable Quality Level	Method of Surveillance	Incentive	Determination
7.6	24	User-generated Management Reports	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.7	25	Help Desk	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.8	26	The Contractor shall be responsible for analyzing customer problems and systemic problems within the system, and develop solutions to these problems.	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.9	27	User Training	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.10	28	Develop Disaster Recovery Plan	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.11	29	Marketing of services	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.11.1	30	DoD Electronic Transportation Bill Payment Environment Interface Solutions	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.12	31	Data Storage Repository	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.13	32	Recommend system upgrades/improvements via a working group process.	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.14	33	Government rebate credited to TAC monthly.	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.6	34	Electronic Statements and Reports	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
7.8	35	The Contractor shall be responsible for analyzing customer problems and systemic problems within the system, and develop solutions to these problems.	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet

Task	ID	Indicator	Standard	Acceptable Quality Level	Method of Surveillance	Incentive	Determination
8.4	36	Commercial Deployment Plan	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
8.6	37	Ninety-eight percent or better system reliability	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
8.7	38	Security Plan	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
8.8	39	Monthly rebate report	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
8.9	40	Monthly Processing Fee Percentage Report	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
10	41	Early payment incentive refund	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
12	42	Privacy Act	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
14	43	IRS 3% withholding	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet
16	44	Standard Line of Accounting	As Required	100%	Reviewing monthly status reports/Contractor records and/or work plan	Exercise of Option Period and past performance	Exceeds, meets, or does not meet

REQUIRED STANDARD OF WORKMANSHIP (OCT 1992)

Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.

(End of Provision)

EMPLOYMENT OF DEPARTMENT OF DEFENSE PERSONNEL RESTRICTED

In performing this contract, the contractor will not use as a consultant or employ (on either a full or part time basis) any current Department of Defense (DoD) personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

CONTRACTOR ACCESS TO (UNCLASSIFIED) INFORMATION SYSTEMS (SEP 2008) (NAVSUP)

Department of Navy (DON) policy prescribes that all unclassified data at rest that has not been approved for public release and is stored on mobile computing devices shall be treated as sensitive data and encrypted using commercially available encryption technology. A contractor employee, whose work involves access to sensitive unclassified information, warrants a judgment of trustworthiness. Therefore, each contractor employee will have a favorably completed National Agency Check with Written Inquiries (NACI) to ensure the contractor employee assigned to the command will have an investigation equivalent to the National Agency Check with Local Credit Checks (NACLIC). This investigation must be current within 10 years.

DON will no longer permit the assignment of non-U.S. citizen contractor personnel to IT-II designated positions. Requests to waive the U.S. citizenship requirement for designated IT-II positions may be submitted through the command Security Manager to CNO (N09N2). IT position designations are incorporated in paragraph 5B-2 of SECNAV M-5510.30.

For contractor personnel who currently have a favorably adjudicated NACLIC the Facility Security Officer (FSO) will use the visitor certification program in the Joint Personnel Adjudication System (JPAS) or a visit authorization request (VAR) to provide the individuals investigative information to the Security Manager of the command visited. The contractor will include the IT Position Category per SECNAV M-5510.30 for each person designated on a VAR. The VAR will be renewed annually or for the duration of the contract if less than one year.

The contractor FSO or security representative will ensure that individuals assigned to the command are US citizens and will ensure completion of the SF-85P. The SF-85P along with the original signed release statements and two applicant fingerprint cards (FD 258) will be forwarded to the command's security manager for receipt at least one week prior to reporting for duty. 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 the Office of Personnel Management (OPM) who will conduct the NACI investigation. All contract personnel will in-process with the Security Manager and Information Assurance Manager upon arrival to the Command and will out-process prior to their departure. The completed SF-85P will be reviewed by the security manager for completeness, accuracy and suitability after the questionnaire has been reviewed, the request will be forwarded to OPM. If there are eligibility issues the FSO will be advised that the contractor is unacceptable by the security manager. OPNAV Form 5239/14 the System Authorization Access Request Navy (SAAR-N) is required for all individuals accessing Navy Information Technology resources. The FSO will ensure that the SAAR-N is forwarded to the security manager for receipt at least one week prior to the start date for the individual.

Failure to provide the required SF-85P, signed release statements, fingerprint cards and the SAAR-N at least one week prior to the individuals report date will result in delaying the reporting date. Personnel can not be properly processed and provided system access prior to their reporting date without receiving the investigative paperwork one week prior.

Once the investigation is complete, the results are forwarded by OPM to the DON Central Adjudication Facility (CAF) for a position of trust determination. The DONCAF determination will appear in JPAS as either "Favorable" or "No Determination Made." Decisions of no determination made indicate that significant derogatory information is present that prevents a favorable suitability determination. Please note that the determination of the DONCAF is final, there is no due process accommodation for positions of trust that decision is final. If the determination is "No Determination Made" the contractor employee will not be permitted to continue on the contract and will be removed immediately.

In order to maintain access to required systems, the contractor shall ensure completion of annual Information Assurance (IA) training, monitor expiration of requisite background investigations and initiate reinvestigations as required.

(End of Clause)

PREPARATION FOR DELIVERY (DATA ITEMS)

Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.

In the event it becomes necessary to transmit classified matter by mail, the transmittal shall be in accordance with the National Industrial Security Program Operating Manual (DD 5220.22-M).

SUBCONTRACTING PLAN - INCORPORATED (FISC DET PHILA) (OCT 1992)

In accordance with FAR 19.702, the contractor has submitted a subcontracting plan which has been reviewed and approved by the contracting officer. The plan is hereby incorporated into this award as attachment _____. The ACO is hereby delegated authority to monitor implementation of The Small Business and Small Disadvantaged Business Subcontracting Plan.

The Contractor shall provide a copy of all SF 294s, Subcontracting Reports for Individual Contracts, and SF 295s, Summary Subcontracting Reports, associated with the contract to The Fleet and Industrial Supply Center (FISC) Norfolk Detachment Philadelphia, 700 Robbins Avenue, Building 2B, Philadelphia, PA 19111-5083, Attn: Code

COMMUNICATIONS

(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 communicates 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 the Contracting Officer's. 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 and telephone number of the Principal Contracting Officer is:

Brian Excell
FLC Norfolk Contracting Office Philadelphia
700 Robbins Ave., Bldg. 2B
Philadelphia, PA. 19111-5083

(215) 697- 9610

APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (FISC DET PHILA) (OCT 1992)

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

Theresa Farler
Defense Finance and Accounting Service
Financial Systems Specialist/COR
eSolutions, TPPS-T
DFAS Columbus
614-701-2489
DSN 791-2489

(b) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the alternate COR:

_____ N/A _____	
NAME	CODE

MAIL ADDRESS	

TELEPHONE NUMBER	

(c) 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).

(d) 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.