

**ORDER FOR SUPPLIES OR SERVICES (FINAL)**

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1. CONTRACT NO. N00178-07-D-4956				2. DELIVERY ORDER NO. EX01		3. EFFECTIVE DATE 2011 Sep 26		4. PURCH REQUEST NO. 1300211747		5. PRIORITY Unrated					
6. ISSUED BY NAVSUP Fleet Logistics Center Norfolk, Contracting Dept Philadelphia 700 Robbins Avenue, Bldg. 2B Philadelphia PA 19111-5083				CODE N00189		7. ADMINISTERED BY DCMA BOSTON 495 SUMMER STREET BOSTON MA 02210-2138				CODE S2206A					
9. CONTRACTOR Apollo Professional Solutions Inc 160 Main St. Ste 8 Haverhill MA 01831				CODE 1Y330		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS					
								12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		X SMALL SMALL DISADVANTAGED X WOMEN-OWNED					
								13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G							
14 SHIP TO See Section D				CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus OH 43218-2266				CODE HQ0337					
										MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.					
16. TYPE OF ORDER															
DELIVERY/ CALL		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.													
PURCHASE		Reference your _____ furnish the following on terms specified herein.													
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.															
Apollo Professional Solutions Inc						Martin Arce Authorized Company Representative									
NAME OF CONTRACTOR				SIGNATURE				TYPED NAME AND TITLE				DATE SIGNED (YYYYMMDD)			
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:															
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule															
18 ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES					20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT					
	See Schedule														
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.						24. UNITED STATES OF AMERICA				25. TOTAL					
						BY: _____				26. DIFFERENCES					
						09/21/2011 CONTRACTING/ORDERING OFFICER									
27a. QUANTITY IN COLUMN 20 HAS BEEN															
INSPECTED		RECEIVED		ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED.											
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE							
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS					
						PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR					
f. TELEPHONE		g. E-MAIL ADDRESS				FINAL									
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. PAYMENT COMPLETE		34. CHECK NUMBER							
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				PARTIAL		35. BILL OF LADING NO							
						FULL									
37. RECEIVED AT			38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.				

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	Supplies/Services Qty	Unit	Unit Price	Total Price
5001	Contractor shall provide administrative and clerical services in support of NAVFLC-N for the POP 9/26/2011 - 9/25/2012. (OTHER)	12.0 LM	[REDACTED]	[REDACTED]
5002	Contractor shall provide administrative and clerical services in support of NAVFLC-N for the POP 9/26/2012 - 9/25/2013. (OTHER) Option	12.0 LM	[REDACTED]	[REDACTED]
5003	Contractor shall provide administrative and clerical services in support of NAVFLC-N for the POP 9/26/2013 - 9/25/2014. (OTHER) Option	12.0 LM	[REDACTED]	[REDACTED]

The period of performance is as follows:

Base Period: 26 September 2011 through 25 September 2012

Option Period 1: 26 September 2012 through 25 September 2013

Option Period 2: 26 September 2013 through 25 September 2014

The total level of effort (LOE) for the instant requirement will be divided equally amongst the base period and the two (2) option periods.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

Clerical Support Services Requirement for  
Naval Supply Systems Command (NAVSUP)  
NAVSUP Fleet Logistics Center Norfolk (NAVSUP FLC-N) Contracts  
Department

### 1.0 SCOPE

The purpose of this order is to provide the necessary level of administrative support required, satisfying the overall operational objective of the NAVSUP Fleet Logistics Center Norfolk, Contract Department.

### 2.0 PERIOD OF PERFORMANCE

The basic period of performance is 26 September 2011 through 25 September 2012 with two (2) one-year option periods.

### 3.0 HOURS OF PERFORMANCE

The hours of performance are 8:00 a.m. to 4:30 p.m. local time, Monday through Friday. This function is classified as nonessential, and does not require work during periods that the command calls for ESSENTIAL ("Alpha") personnel.

### 4.0 PLACE OF PERFORMANCE

The place of performance is the NAVSUP FLC-N in Norfolk, Virginia and the NAVSUP FLC-N Contracts Department- Philadelphia Office in Philadelphia, Pennsylvania, with [REDACTED] at each location.

### 5.0 SECURITY CLEARANCE

While a security clearance is not required, Service Provider (SP) employees will be required to pass a background check in order to obtain access to the NMCI network.

### 6.0 POINTS OF CONTACT

The point of contact for the Philadelphia site is [REDACTED].

The point of contact for the Norfolk site is [REDACTED].

### 7.0 PERFORMANCE WORK STATEMENT

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The NAVSUP Fleet Logistics Center, Norfolk, Contracts Department requires clerical assistance in its ongoing operations. The Service Provider (SP) personnel will be trained by the government to use the Standard Procurement System (SPS) and the Electronic Document Access website, as may be necessary. The personnel shall be sufficiently familiar with the operation of a computer and printer and be able to learn how to access and use applications. The personnel shall be proficient in using Microsoft Outlook, Word and Excel (including working with macros and formulas). In addition to routine clerical tasks (word processing, copying, scanning, etc.), specific areas where the Service Provider (SP) personnel will devote their efforts are delineated as follows:

#### 7.1. File Maintenance:

Review prior year Purchase Orders and obtain payment status and acceptance information and send to file room if completed. Service Provider (SP) personnel will be required to obtain the paper PO file from each Branch, find the appropriate Procuring Contracting Officer (PCO) and obtain closeout information.

The Service Provider (SP) shall review small purchase files in order to assess whether or not they are capable of being closed out. Tasks shall include but not be limited to the following:

Service Provider (SP) personnel will contact contractors to ascertain if they have received final payment.

- Contact the requiring activity to ensure that all contracted services and supplies have been received.

#### 7.2. Shredding Support:

Removal and shredding of excess copies of contractor proposals, associated technical evaluation reports, and legal documents. A paper shredder will be available for use by contractor personnel.

Ongoing shredding will be required throughout the year. Service Provider (SP) employees will shred documents left in the designated area at least once a week.

Approximately 5000 pages a week will require shredding.

#### 7.3. Yearly COR review process assistance:

Service Provider (SP) employees will send out the COR functional review form to the Contracting Officer Representatives for active contracts with a COR. Service Provider (SP) employees will assure the document is returned by the COR with the appropriate information. This support is required once a year for any contract with a COR. SP employees shall maintain a spreadsheet tracking responses to the COR functional review. An electronic version of the spreadsheet shall be submitted bi-weekly to the applicable COR.

#### 7.4. Receptionist Duties

Provide receptionist duties as follows:

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- greet visitors, determine nature of visits and direct visitors to appropriate persons;
- may also have to record and pass on messages to appropriate persons;
- keep records of notification calls placed to NAVSUP FLC-N personnel;
- provide information to callers and visitors;
- keep the log of visitors; etc.

The front reception area should have coverage from 8:00 AM thru 4:30 PM each week day. Therefore, the Service Provider (SP) employee must not be absent from this area for more than 10 minutes in any 90 minute period (except when shredding or at lunch).

#### 7.5. Office Equipment for Use by the Contractor

The government will provide all consumable supplies required for the task(s) listed above and workspaces. The following equipment will also be provided: Telephones, 2 NMCI computers and workstations, and access to printers, scanners, telecopiers, and shredders.

#### 7.6. Miscellaneous

a. The contractor shall be knowledgeable of and comply with all current security and safety requirements for worker access to the designated place of performance. The contractor shall have all required pass/identification badges in place prior to the designated period of performance.

b. Contractor employees will have access to Competition Sensitive and Privacy Act information and DOD computer systems. As such, the Government will require the contractor employees to take, at a minimum, Privacy Act Training and Information Assurance Awareness Training annually on how to handle this information.

c. SP employees will be required to sign and submit: an Organizational Conflict of Interest with a non-disclosure provision and a Privacy Act certification.

d. The SP employees will count each type of task performed and submit this report, electronically, to the COR bi-weekly.

#### 7.8. Desk Guide

For each site, the Contracting Officer Representatives (COR) identified elsewhere herein will provide any technical information needed by the SP and its employees. During the first 90 days of performance (and of each option period, if exercised), the contractor will provide the CORs updated Desk Guides which will identify the work process that will be utilized under each of the PWS tasks. The CORs will review and provide comments to the Vendor for incorporation into the Guides. The CORs will provide final approval for the Guides. The approved Guide will be submitted in electronic (WORD) and paper versions.

#### 8.0. NON-PERSONAL SERVICE STATEMENT

Contractor employees performing services under this order will be controlled, directed, and supervised at all times by management personnel of the contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the

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statement of work. Contractor employees will perform their duties independent of, and without the supervision of, any Government official. The tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriate funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

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## SECTION D PACKAGING AND MARKING

Not applicable.

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## SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance will be performed by the Task Order Manager (TOM).

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## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

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

5001 9/26/2011 - 9/25/2012

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

5002 9/26/2012 - 9/25/2013

5003 9/26/2013 - 9/25/2014

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## SECTION G CONTRACT ADMINISTRATION DATA

### SUP 5252.232-9402 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (April 2008)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF):

(1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site <https://wawf.cb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(2) WAWF Vendor "Quick Reference" Guides are located at the following web site:  
<http://www.acquisition.navy.mil/navyaos/content/view/full/3521>.

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, receiving reports etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for each file is not to exceed 2MB. Multiple attachments are allowed.

(b) The following information, regarding invoice routing DODAAC's, must be entered for completion of the invoice in WAWF:

	<i>Routing Table</i>	<i>Contracting Officer Notes</i>
WAWF Invoice Type		Select 2-in-1
Contract Number		N00178-07-D-4956-EX01
Delivery Order Number		
Issuing Office DODAAC		N00189
Admin Office DODAAC		S1103A
Inspector DODAAC (usually only used when Inspector & Acceptor are different people)		N40295
Ship To DoDAAC (for Combo), Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (Cost Voucher)		N40295
Acceptance At Other		N40295
Paying Office DODAAC		HQ0338
Acceptor/TOM e-mail Address		<del>XXXXXXXXXXXX</del>
Financial POC		<del>XXXXXXXXXXXX</del>

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable documentation that supports payment to the

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Acceptor/Task Order Manager (TOM) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF must also be provided to each point of contact identified in section (d) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(d) For each invoice / cost voucher submitted for payment, the contractor shall include the following email addresses for the WAWF automated invoice notification to the following points of contact:

Name	Email	Phone	Role
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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 Office is:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

THE GOVERNMENT POINT OF CONTACT FOR THIS ORDER IS [REDACTED] MAY BE CONTACTED AT [REDACTED]

Task Order Manager  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

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Accounting Data

SLINID	PR Number	Amount
5001	1300211747	[REDACTED]

LLA :  
AA 97X4930 NC1E 252 91022 0 050120 2F 000000 A00000792903

BASE Funding [REDACTED]  
Cumulative Funding [REDACTED]

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT (NAVSUP FLC N, PHILA) (1992) An attachment hereto sets forth the applicable Service Contract Act Wage Determination issued by the Secretary of Labor.

WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT (NAVSUP FLC N, PHILA) (1992)

DoL WD 2005-2449 (Rev. 11) applies. The Contractor will comply with the Wage Determinations as required by the Service Contract Act.

### **REQUIRED STANDARD OF WORKMANSHIP**

Unless otherwise specifically provided in this task order, 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.

### **NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS**

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

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## SECTION I CONTRACT CLAUSES

NOTE: ALL PROVISIONS OF SECTION I OF THE BASIC CONTRACT APPLY TO THIS TASK ORDER (UNLESS OTHERWISE SPECIFIED IN THE TASK ORDER) AND THE FOLLOWING (PROVIDED IN FULL TEXT).

### 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS

### 52.222-41 SERVICE CONTRACT ACT OF 1965

#### 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)

(A) THE CONTRACTOR SHALL COMPLY WITH AGENCY PERSONAL IDENTITY VERIFICATION PROCEDURES IDENTIFIED IN THE CONTRACT THAT IMPLEMENT HOMELAND SECURITY PRESIDENTIAL DIRECTIVE (HSPD-12), OFFICE OF MANAGEMENT AND BUDGET (OMB) GUIDANCE M-05-24, AND FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUB) NUMBER 201. (B) THE CONTRACTOR SHALL INSERT THIS CLAUSE IN ALL SUBCONTRACTS WHEN THE SUBCONTRACTOR IS REQUIRED TO HAVE PHYSICAL ACCESS TO A FEDERALLY-CONTROLLED FACILITY OR ACCESS TO A FEDERAL INFORMATION SYSTEM.

### 52.217-5 EVALUTION OF OPTIONS

EXCEPT WHEN IT IS DETERMINED IN ACCORDANCE WITH FAR 17.206(B) NOT TO BE IN THE GOVERNMENT'S BEST INTERESTS, THE GOVERNMENT WILL EVALUATE QUOTES FOR AWARD PURPOSED BY ADDING THE TOTAL PRICE FOR ALL OPTIONS TO THE TOTAL PRICE FOR THE BASIC REQUIREMENTS. EVALUATION OF OPTIONS WILL NOT OBLIGATE THE GOVERNMENT TO EXERCISE THE OPTION(S)

### 52.217-8 OPTION TO EXTEND SERVICES.

THE GOVERNMENT MAY REQUIRE CONTINUED PERFORMANCE OF ANY SERVICES WITHIN THE LIMITS AND AT THE RATES SPECIFIED IN THE CONTRACT. THESE RATES MAY BE ADJUSTED ONLY AS A RESULT OF REVISIONS TO PREVAILING LABOR RATES PROVIDED BY THE SECRETARY OF LABOR. THE OPTION PROVISION MAY BE EXERCISED MORE THAN ONCE, BUT THE TOTAL EXTENSION OF PERFORMANCE HEREUNDER SHALL NOT EXCEED 6 MONTHS.

### 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(a) THE GOVERNMENT MAY EXTEND THE TERM OF THIS CONTRACT BY WRITTEN NOTICE TO THE CONTRACTOR PRIOR TO THE END OF THE THEN-CURRENT PERFORMANCE PERIOD. ANY PRELIMINARY NOTICE DOES NOT COMMIT THE GOVERNMENT TO AN EXTENSION.

(b) IF THE GOVERNMENT EXERCISES THIS OPTION, THE EXTENDED CONTRACT SHALL BE CONSIDERED TO INCLUDE THIS OPTION CLAUSE.

(c) THE TOTAL DURATION OF THIS CONTRACT, INCLUDING THE EXERCISE OF ANY OPTIONS UNDER THIS CLAUSE, SHALL NOT EXCEED THREE (3) YEARS.

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## SECTION J LIST OF ATTACHMENTS

Contract Action Plan

QASP