

# ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. N40085-15-M-5504	2. DELIVERY ORDER/ CALL NO.	3. DATE OF ORDER/CALL (YYYYMMDD) 2014 Nov 28	4. REQ./ PURCH. REQUEST NO.	5. PRIORITY
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6. ISSUED BY NAVFAC MID ATLANTIC PWD NORFOLK NAVAL SHIPYARD FACILITIES ENGINEERING & ACQ DIV BLDG 492 PORTSMOUTH VA 23709-1002	CODE N40085	7. ADMINISTERED BY (if other than 6) CODE	<b>SEE ITEM 6</b>	8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER  (See Schedule if other)
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9. CONTRACTOR NAME AND ADDRESS STELLAR SOLUTIONS OF GEORGIA, LLC 518 N IRWIN AVE STE B OCILLA GA 31774-5008	CODE 4XM12	FACILITY	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>	11. MARK IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input checked="" type="checkbox"/> SMALL DISADVANTAGED <input checked="" type="checkbox"/> WOMEN-OWNED
			12. DISCOUNT TERMS	13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 6

14. SHIP TO  <b>SEE SCHEDULE</b>	CODE	15. PAYMENT WILL BE MADE BY CODE N68732 DEFENSE FINANCE AND ACCOUNTING SERVICE - P O BOX 998022 CLEVELAND OH 44199	<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.</b>
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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 above numbered contract.
	PURCHASE	Reference your quote dated 2014 Nov 18 Furnish the following on terms specified herein. REF: 1

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.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1			

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
<b>SEE SCHEDULE</b>					

* 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 TEL: (757) 396-5121 Ext 224 EMAIL: jennifer.breeding@navy.mil BY: JENNIFER C. BREEDING	<i>Jennifer Breeding</i> CONTRACTING / ORDERING OFFICER	25. TOTAL	\$108,000.00
			26. DIFFERENCES	

27a. QUANTITY IN COLUMN 20 HAS BEEN  
 INSPECTED     RECEIVED     ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP NO.	29. DO VOUCHER NO.	30. INITIALS
f. TELEPHONE NUMBER	g. E-MAIL ADDRESS		32. PAID BY
			33. AMOUNT VERIFIED CORRECT FOR

<b>36. I certify this account is correct and proper for payment.</b>			
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		
		31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. CHECK NUMBER
			35. BILL OF LADING NO.

37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.
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Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	PURCHASE OF 3 TRIPLE WIDE TRAILERS FFP THIS CONTRACT IS FOR THE PURCHASE OF 3 TRIPLE WIDE TRAILERS, LOCATED AT THE NORFOLK NAVAL SHIPYARD, PORTSMOUTH, VA FOR CODE 130 AND WATERFRONT SUPPORT. MODULAR BUILDINGS ARE ALREADY IN PLACE, NO ADDITIONAL COSTS OR UPFRONT COSTS REQUIRED. PURCHASE INCLUDES ALL ATTACHED AND INSTALLED EQUIPMENT THAT IS ON SITE. MODEL NUMBERS: CM-3652, SERIAL NUMBERS: 508113496A-C, L01134967A-C AND K0113A966A-C. FOB: Destination	3	Each	\$36,000.00	\$108,000.00
NET AMT					\$108,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	FUND ACRN AA FFP Funding Doc. No.: N4215815RC50272 CUSTOMER ACRN AA FOB: Destination MILSTRIP: N4215815RC50272				\$0.00
NET AMT					\$0.00
ACRN AA					\$108,000.00

Section C - Descriptions and Specifications

STATEMENT OF WORK

THE CONTRACTOR SHALL PROVIDE PURCHASE PRICE OF 3 TRIPLE WIDE TRAILERS, LOCATED AT THE NORFOLK NAVAL SHIPYARD, PORTSMOUTH, VA FOR CODE 130 AND WATERFRONT SUPPORT.

MODULAR BUILDINGS ARE ALREADY IN PLACE, NO ADDITIONAL COSTS OR UPFRONT COSTS REQUIRED. PURCHASE INCLUDES ALL ATTACHED AND INSTALLED EQUIPMENT THAT IS ON SITE.

MODEL NUMBERS: CM-3652, SERIAL NUMBERS: 508113496A-C, L01134967A-C AND K0113A966A-C.

SBA REFERENCE NUMBER: 0405-14-500211/01

## Section E - Inspection and Acceptance

### CLAUSES INCORPORATED BY FULL TEXT

#### 5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)

Work performed under this contract is subject to inspection by State and Federal Government Regulatory agencies including those described below.

Permission has been granted by the Navy permitting Federal and State occupational health and safety officials to enter Navy shore installations, without delay and at reasonable times, to conduct routine safety and health investigations. Permission also extends to safety and health investigations based on reports of unsafe conditions. Occupational Health and Safety Administration (OSHA) officials may also investigate accidents or illnesses involving the Contractor's employees. Inspections may also be carried out by the Department of Labor to inspect for compliance with labor laws.

The Contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests for information, inspection or review findings by regulatory agencies.

#### E.1 ACCEPTANCE

The performance and quality of work delivered by the contractor, including services rendered and any documentation or written material compiled shall be subject to inspection, review, and acceptance by the Government.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY FULL TEXT

F.1 LOCATION

The trailers are already in place at the Norfolk Naval Shipyard, Portsmouth, VA.

## Section G - Contract Administration Data

## ACCOUNTING AND APPROPRIATION DATA

AA: 1751804 60BA 257 42158 068732 2D C50272  
COST CODE: 421585N4ABNP  
AMOUNT: \$108,000.00  
CIN 00000000000000000000000000000000: \$108,000.00

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this clause--

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

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

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

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

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

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

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

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

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

**Navy Construction/Facilities Management Invoice.**

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

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

**INSPECTION/ACCEPTANCE: N45808**

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

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	<i>N68732</i>
Issue By DoDAAC	N40085
Admin DoDAAC	N40085
Inspect By DoDAAC	<i>N45808</i>
Ship To Code	<i>N45808</i>
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	<i>N45808</i>
DCAA Auditor DoDAAC	N/A
ACCEPT BY:	<i>N45808</i>

(\*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

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

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

N/A

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

Donna Edwards, 757-396-3227 [donna.edwards@navy.mil](mailto:donna.edwards@navy.mil)

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

(End of clause)

#### G.1 CONTRACT ADMINISTRATION

This solicitation will result in the award of one contract. Upon award of this contract, Contract Administration shall be assigned to the following Facilities Contracting Department:

Jennifer Breeding  
NAVFAC MIDLANT  
Facilities Engineering and Acquisition Division  
Bldg. 492  
Portsmouth, VA 23709

#### G.2 RELEASE OF CLAIMS

The contractor shall, with the final invoice for the base term and each option period, provide a release of claims worded similar to the following:

The undersigned Contractor does, and by the receipt of said sum shall for itself, its successors and assigns, remise, release and forever discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations and claims whatsoever in law and in equity under or arising today out of said contract.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.216-24	Limitation Of Government Liability	APR 1984
52.216-25	Contract Definitization	OCT 2010
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.227-1	Authorization and Consent	DEC 2007
52.232-1	Payments	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-2	Service Of Protest	SEP 2006
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.244-6	Subcontracts for Commercial Items	JUL 2014

## CLAUSES INCORPORATED BY FULL TEXT

## 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Applicability. This clause applies only to--

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns;  
and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

#### 52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)