

ORDER FOR SUPPLIES OR SERVICES (FINAL)						PAGE 1 OF 2			
1. CONTRACT NO. N00178-05-D-4257		2. DELIVERY ORDER NO. EH01		3. EFFECTIVE DATE 2009 Jul 31		4. PURCH REQUEST NO. N00024-09-NR-55143		5. PRIORITY DO-A1	
6. ISSUED BY Naval Sea Systems Command (NAVSEA) BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE WASHINGTON NAVY YARD DC 20376-2040		CODE N00024		7. ADMINISTERED BY DCMA SURFACE COMMUNICATION AND SUPPORT SYSTEMS PHILADELPHIA 700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427 PHILADELPHIA PA 19111-0427		CODE S3915A		8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)	
9. CONTRACTOR Cosmic Software Technology 14 Benedek Road Princeton NJ 08540-2228		CODE IUVDI		FACILITY 033277208		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS X SMALL X SMALL DISADVANTAGED WOMEN-OWNED	
						12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			
						13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G			
14. SHIP TO See Section D		CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, 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		X		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.			
Cosmic Software Technology				Ranvir K. Sinha President & CEO					
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)			
						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: /s/Lindsay A Buchman					07/31/2009 CONTRACTING/ORDERING OFFICER			26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN									
INSPECTED		RECEIVED		ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:					
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS
					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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GENERAL INFORMATION

The purposes of this basic award to N000178-05-D-4257-EH01 are to: (1) Establish new SLIN 5000-01 & 5000-02; (2) Provide funding for SLIN 5000-01 & 5000-02; (3) Establish period of performance for SLIN 5000-01 & 5000-02 and add Attachment 1, FADs for basic award. Accordingly, said task order is modified as follows:

1. Under Section B, Supplies and Services establish new SLIN 5000 as follows:

Item	Description
5000-01	BASE YEAR SUPPORT SERVICES TO DARS ADMIN
5000-02	BASE YEAR SUPPORT SERVICES TO DARS ADMIN

2. Provide funding for SLIN 5000-01 & 5000-02 in the amount \$76,800.00 as follows:

SLIN	CPFF
5000-01	\$
5000-02	\$

3. Under SECTION F - DELIVERIES OR PERFORMANCE, the period of performance is hereby established for SLIN 5000-01 & 5000-02 as follows:

SLIN	Period of Performance
5000-01	07/31/2009 - 07/30/2010
5000-02	07/31/2009 - 07/30/2010

4. Under SECTION J - LIST OF ATTACHMENT, is updated to include the following:

a) Attachment 1: Financial Data Sheet for Task Order Award

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CLIN 5300 (TBD)
Option

6400 MATERIAL AND TRAVEL IN SUPPORT
CLIN 5400 (TBD)
Option 1.0 Lot \$1,000.00

NOTE A - Items noted as options are those items to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (Fixed Price) (NAVSEA) (FEB 1997)

This entire delivery order is firm fixed price.

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

TRAVEL COSTS (NAVSEA) (MAY 1993)

(a) The Contractor shall not charge, and the Government shall not pay, as an allowable cost under this contract, any manhour costs (whether straight-time or overtime) for Contractor personnel or subcontractor personnel traveling to or from worksites, including travel to worksites other than the Contractor's facility for performance of contract work.

(b) Workers being paid under this contract, as prime contractor personnel or subcontractor personnel, will complete a full shift at the worksite, and no compensation will be paid for travel time before or after the shift.

(c) This requirement pertains only to payments for travel time before or after these workers' regular shifts, and does not apply to legitimate travel costs incurred during normal working hours, provided that those costs are otherwise reasonable, allocable and allowable. This requirement does not apply to manufacturer's representatives or Original Equipment Manufacturer (OEM) representatives when specifically required by the Government work specifications.

(d) Additionally, the Contractor shall not charge, and the Government shall not pay, any transportation costs under this contract associated with transporting Contractor or subcontractor personnel between the Contractor's facility (or subcontractor's facility), and any other worksite to perform Phased Maintenance Availabilities (PMAs)/Drydocking

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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
5000	BASE YEAR SUPPORT SERVICES TO DARS ADMIN (O&MN,N)	1.0	LH	
500001	Base Year Support Services to DARS (OTHER)			
500002	Base Year Support Services to DARS (OTHER)			
5100	DARS ADMIN SUPPORT SEE NOTE A (TBD) Option	1.0	Lot	
5200	DARS ADMIN SUPPORT SEE NOTE A (TBD) Option	1.0	Lot	
5300	DARS ADMIN SUPPORT SEE NOTE A (TBD) Option	1.0	Lot	
5400	DARS ADMIN SUPPORT SEE NOTE A (TBD) Option	1.0	Lot	

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
6000	MATERIAL AND TRAVEL IN SUPPORT CLIN 5000 (TBD) Option	1.0	Lot
6100	MATERIAL AND TRAVEL IN SUPPORT CLIN 5100 (TBD) Option	1.0	Lot
6200	MATERIAL AND TRAVEL IN SUPPORT CLIN 5200 (TBD) Option	1.0	Lot
6300	MATERIAL AND TRAVEL IN SUPPORT	1.0	Lot

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Phased Maintenance Availabilities (DPMAs). Transportation costs include, but are not limited to, bus fare, car fare, train fare, or boat fare, paid by the work force, or paid by the Contractor on behalf of the work force.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

DARS ADMINISTRATIVE OFFICE SUPPORT

1.0 INTRODUCTION

The DARS office is one of six directorates in the Office of the Director of Defense Procurement and Acquisition Policy (DPAP), Under Secretary of Defense for Acquisition, Technology and Logistics. The DARS office is responsible for leading DoD's role in developing and publishing policies and regulations in the Federal Acquisition Regulation (FAR) and DoD FAR Supplement (DFARS). The Deputy Director of DARS serves as the Chair of the interdepartmental Defense Acquisition Regulation (DAR) Council. As a regulatory body of the DoD and the Federal Government, the DARS office follows all Federal regulatory processes and procedures as defined in law and by Executive Order. Contractor performance will be non-personal services for DPAP/DARS and DPAP offices. The primary office of performance will be DPAP/DARS.

The DARS office is staffed with 7 case managers and 1 editor/publisher that execute and oversee the process for DoD. Proposed changes to the FAR and DFARS are identified and managed as "cases." On average, case managers are working a total of 100 to 150 open cases with each case manager responsible for 20 to 30 cases each. The DARS process involves analyzing proposed regulatory change requirements, researching regulatory and legislative history, coordinating proposed changes through the DAR Council and associated committees and teams, developing formal rules, coordinating with other Federal Agencies and the Office of Federal Procurement Policy, publishing changes in the Federal Register, analyzing public comments, coordinating final rules, and publishing final regulatory changes to include publicly available status reports. It also includes coordinating meetings, presenting issues to senior DoD officials, maintaining automated status reports, identifying training requirements and developing public announcements. Case managers must make full use of automated tools and the World Wide Web to carry out these processes.

2.0. DESCRIPTION OF SERVICES

2.1 Scope of Work. This contractor will provide 2080 M.HS to provide administrative support to the Defense Acquisition Regulations Office to facilitate the Department of Defense's (DoD's) execution of the Federal Acquisition Regulation (FAR) and DoD FAR Supplement (DFARS) rulemaking processes. Along with the duties and responsibilities identified below, the FTE should be proficient in Internet research, use of Management Information Systems; and in the use of WORD, EXCEL, OUTLOOK, and POWERPOINT.

2.2 Specific Tasks to be performed. The contractor will perform the following tasks, listed by area of responsibility, in support of the DPAP and DARS offices, including:

§ Executive Assistance for the DARS Director including:

- o Maintaining online calendars,
- o Scheduling appointments,

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- o Keeping the Deputy Director on task and on time,
- o Proofreading memos, letters or responses
- o Tracking all packages signed by Deputy Director
- o Making travel arrangements

§ **DAR Secretariat for the DAR Council including:**

- o Supporting the activities of the DAR Council meetings such as attending and distributing minutes and agenda for regular meetings between DARS, General Services Administration, the National Aeronautics Administration, and the Office of Management and Budget.
- o Developing DAR Council discussion agendas
- o Preparing a read ahead case book for the DAR Council Director and Deputy Director
- o Tracking and coordinating the assignments of DAR Council Committee vacancies
- o Preparing a Weekly Activity Report to summarize council actions taken
- o Keeping track of Council edits during each case discussion, and distributing changes to the appropriate case manager.
- o Making case updates to reflect Council agenda decisions, and providing general data entry and admin support as required

§ DARS office administrative assistance to support the mission and objectives, and all DFARS outreach and information distribution initiatives including:

- o Providing management information analyses, agenda, presentations, and issue papers.
- o Opening new cases as directed
- o Providing assistance in conducting outreach efforts, public forums and conference exhibits, to include a post-event report and analysis.
- o Providing assistance in development of conference materials and exhibits for outreach efforts
- o Identifying DAR Council, case management and IT process improvements where appropriate
- o Facilitating the Federal Acquisition Circular processing for the DAR staff

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- o Tracking completion of tasks, alternate work schedule/leave, in-processing of new employees, updating the DARS Office Welcome book, etc
- o Acting as a secondary DARS point of contact for the identification of major operation processes such as FOIA.
- o Administrative assistance to case managers with case preparation.
- o Maintaining and updating the DARS Operating Guide when necessary
- § DPAP and DPAP/DARS Administrative Operational Support including:
 - o Assist in the coordination of activities between DPAP front office and the DARS office including:
 - § Scanning and quality assurance of digital media
 - § Managing incoming telephone communications and routing calls to the appropriate individual, taking messages, relaying information.
 - o Assist visitors and direct them as necessary;
 - o Maintain the conference room schedule;
 - o Maintain a key log for accountability.
- § DAR Committee Conference Offsite Administrative Support. On a semi-annual basis, the Contractor will assist the organization in providing all facilities and support for hosting off site conferences for the DAR Staff and Committee. Conference planning activities include:
 - o Mailings and brochures
 - o Site/Lodging research
 - o Conference registration, and making name tags
 - o Audio visual, presentation coordination, materials and handouts, evaluations, and Post-event report and analysis

3.0 DELIVERABLES:

§ **Monthly Status Review and Reporting:** The Contractor shall provide a written monthly status report to the Contracting Officer Representative (COR). Representatives of DARS and the Contractor shall meet at a time designated by the COR on a monthly basis after receipt of the progress report to

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review performance, to inspect work for compliance with the PWS, and to accept or reject work products. Reviews shall normally be held at the place of task performance.

o **Monthly Status Report:** The Contractor shall submit monthly status reports to the COR not later than the 10th workday of every month. The Monthly Progress Report shall include, but is not limited to:

§ Contract number, Order number and Project number

§ Brief task description

§ A narrative review of work accomplished during the reporting period and/or significant events

§ Deliverable process

§ Problem areas

§ Anticipated activity for the next reporting period

§ (Description of any travel or) unique services provided

o **Weekly Process Reviews:** The Contractor shall meet with the COR via telephone weekly to discuss the progress made and any new issues that could potentially impact the delivery schedule.

3.1 Table 1.0 List of Deliverables

ITEM	RECIPIENT	DELIVERY DATE
DAR Council Agenda	DAR Council	NLT* 3 working days after each DAR Council Session
Post Event Reports	COR	NLT* 5 working days after the end of each month
Monthly Status Report	COR and CO	NLT* 10 working days after the end of each month
Organizational Conflict of Interest Plan	COR and CO	NLT* 10 working days prior to contract award
All other deliverables, including agenda presentations, conference materials, etc.	COR	NLT* 5 working days after notification and/or event

*Not Later Than (NLT)

4.0 SECURITY REQUIREMENTS DoD 5200.2-R, "Personnel Security Program" requires DoD military and civilian personnel, as well as DoD consultant and contractor personnel, who perform work on sensitive automated information systems, to be assigned to duties that are designated at one of two sensitivity levels (ADP-I or ADP-II). These designations equate to Critical-Sensitive (Level II), or No critical-Sensitive (Level I).

OUSD(AT&L) has determined that all contractors serving on this task shall require an ADP-I designation. An ADP-II designation requires technical review by someone of higher authority with an

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ADP-I designation.

OUSD(AT&L) requires a DD Form 254 to be completed and provided to the Security office. The Security office will ensure the contractor is aware of procedures for safeguarding classified, or sensitive information.

In addition, all personnel who require access to the AT&L network for any reason must be capable of being cleared to the SECRET level or have an active SECRET clearance.

5.0 PLACE OF PERFORMANCE: Contractor performance will be non-personal services for DPAP/DARS and DPAP offices. The primary office of performance will be DPAP/DARS. Contractor work will typically be performed at the government's facilities at Crystal Square #4, Suite 200A 241 18th Street, Arlington, VA 22202 and in the Washington, DC metropolitan area.

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the IDIQ contract.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance for All Items will be in accordance with Section E fo the SEAPORT Multiple Award IDIQ contract, and supplemented by the following performance criteria, as assessed by the Task Order Manager

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SECTION F DELIVERABLES OR PERFORMANCE

The Contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as follows

The periods of performance for the following firm items are from date of task order award through 12 months thereafter, estimated at:

5000	7/31/2009 - 7/30/2010
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The period of performance for the following option items are from date of option exercise through 12 months thereafter, estimated at:

5100	7/31/2010 - 7/30/2011
5200	7/31/2011 - 7/30/2012
5300	7/31/2012 - 7/30/2013
5400	7/31/2013 - 7/30/2014
6000	7/31/2009 - 7/30/2010
6100	7/31/2010 - 7/30/2011
6200	7/31/2011 - 7/30/2012
6300	7/31/2012 - 7/30/2013
6400	7/31/2013 - 7/30/2014

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order AUG 1989

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I APR 1984

52.247-34 F.O.B. Destination NOV 1991

CLAUSES INCORPORATED IN FULL TEXT

CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Task Order Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery

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schedule, or of any rights or remedies provided by law or under this contract.

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SECTION G CONTRACT ADMINISTRATION DATA

CONTRACTOR CENTRAL REGISTRATION (CCR) - The contractor must be registered with the Contractor Central Registration (CCR) in order to be eligible for award. The Contractor must maintain registration throughout the period of performance. PAYMENT will not be made to the contractor if the Contractor's registration lapses.

INVOICE INSTRUCTIONS (NAVSEA) (JAN 2008)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (*contracting officer check all that apply*)

- ☐ Invoice (FFP Supply & Service)
- ☐ Invoice and Receiving Report Combo (FFP Supply)
- ☒ Invoice as 2-in-1 (FFP Service Only)
- ☐ Cost Voucher (Cost Reimbursable, T&M, LH, or FPI)
- ☐ Receiving Report (FFP, DD250 Only)

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DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Issue DODAAC	_____
Admin DODAAC	<u>*Block 6 of TO cover</u>
Pay Office DODAAC	<u>*Block 12 of TO cover</u>
Inspector DODAAC	_____
Service Acceptor DODAAC	_____
Service Approver DODAAC	_____
Ship To DODAAC	<u>See Section F</u>
DCAA Auditor DODAAC	_____
LPO DODAAC	_____
Inspection Location	<u>See Section E</u>
Acceptance Location	<u>See Section E</u>

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:
<u>*julian.thrash@osd.mil</u>

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use

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DFAS's WInS for electronic end to end invoicing until the functionality of WInS has been incorporated into WAWF.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil.

POINTS OF CONTACT - The Government points of contact for this Task Order are as follows:

OMBUDSMAN (NAVSEA AND OVERARCHING)

Naval Sea Systems Command
Attn: Captain Andrew Morgan, SEA 021
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-2910
e-mail: andrew.s.morgan@navy.mil

PROCURING CONTRACTING OFFICER (PCO)

Naval Sea Systems Command
Attn: Sharon Rustemier, SEA 0265
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-2325
e-mail: sharon.rustemier@navy.mil

PURCHASE OFFICE REPRESENTATIVE (POR)

Naval Sea Systems Command
Attn: Alexie Rivera, SEA 0265
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-2884
e-mail: alexie.rivera1@navy.mil

TASK ORDER MANAGER (TOM)

Office of Secretary of Defense
DPAP/DARS
Attn: Julian Thrash
Crystal Square #4, Suite 200A
241 18th Street
Arlington, VA 22022
Telephone: 703-602-0310
e-mail: julian.thrash@osd.mil

The Government reserves the right to unilaterally change the points of contact at anytime.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA)(JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

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(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity

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and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

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.

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

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(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) (1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The will notify the Naval Sea Systems Command Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

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SECTION I CONTRACT CLAUSES

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

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

<u>ITEMS</u>	<u>LATEST OPTION EXERCISE DATE</u>
5100	7/31/2010
5200	7/31/2011
5300	7/31/2012
5400	7/31/2013
6100	7/31/2010
6200	7/31/2011
6300	7/31/2012
6400	7/31/2013

(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 option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

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SECTION J LIST OF ATTACHMENTS

Attachment 1, Financial Accounting Data Sheet for Task Order Award, \$76,800.00

