

2. AMENDMENT/MODIFICATION NO. 07	3. EFFECTIVE DATE 30-Sep-2019	4. REQUISITION/PURCHASE REQ. NO. 1300629751	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY Office of Naval Research 875 N. Randolph St Arlington VA 22203-1995 kevin.a.wiggins@navy.mil 703-696-6804	CODE N00014	7. ADMINISTERED BY (If other than Item 6) Office of Naval Research 875 N. Randolph St Arlington VA 22203-1995	CODE N00014 SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Disk Enterprise Solutions, Inc. 46970 Bradley Blvd, Ste C201 Lexington Park MD 20653	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-15-D-8173-EE01 10B. DATED (SEE ITEM 13) 01-Oct-2016
CAGE CODE 3USZ2 FACILITY CODE	[X]

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) FAR 43.103(b) Unilateral Modification IAW FAR 52.217-9 Option to Extend Term of Contract

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LaTasha D Johnson, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/LaTasha D Johnson (Signature of Contracting Officer)	04-Jun-2019

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GENERAL INFORMATION

The purpose of this modification is to:

1. Exercise Option Period III (CLINs 8300 and 9300).
2. Provide an increment of funding in the amount of \$903,924.96 to fully fund CLIN 8300.
3. Provide an increment of funding in the amount of \$50,000.00 to CLIN 9300.
4. Revise Block 7 "Administered By" to reflect change to Office of Naval Research (N00014).
5. Revise Section G, Paragraph 1.2 "Limitation of Government's Obligation" sub paragraphs (a) & (j).
6. Revise Section G, Paragraph 1.3 "Allotment of Funds" to reflect funding applied.

Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$2,761,021.52 by \$953,924.96 to \$3,714,946.48.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
830001	RDT&E	0.00	903,924.96	903,924.96
930001	RDT&E	0.00	50,000.00	50,000.00

The total value of the order is hereby increased from \$2,846,146.92 by \$1,003,924.96 to \$3,850,071.88.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
8300	0.00	903,924.96	903,924.96
9300	0.00	100,000.00	100,000.00

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	R408	(Base Year 1-Firm Fixed Price) IT Support Services for the DON, Human Research Protection Program. IAW Section C and Exhibit A. (O&MN,N)	8.0	MO	\$68,538.05	\$548,304.40
800001	R408	ACRN: AA \$0(1300560978) (O&MN,N)				
800002	R408	ACRN: AA \$0(1300560978) (O&MN,N)				
800003	R408	ACRN: AA \$0 (1300560978) (O&MN,N)				
800004	R408	ACRN: AB \$370,331.09 (1300560978) (O&MN,N)				
800005	R408	ACRN: AC \$177,973.31 (1300629751) (O&MN,N)				
8100	R408	(Option I Exercised, Year 2-Firm Fixed Price) IT Support Services for DON, Human Research Protection Program. IAW Section C and Exhibit A. (O&MN,N)	8.0	MO	\$70,599.25	\$564,794.00
810001	R408	ACRN: AD \$564,794.00 (1300629751) (O&MN,N)				
8200	R408	(Option II, Year 3-Firm Fixed Price)IT Support Services for the DON, Human Research Protection Program. IAW Section C and Exhibit A. (RDT&E) Option	11.0	MO	\$0.00	\$0.00
8300	R408	(Option III Exercised, Year 4-Firm Fixed Price) IT Support Services for the DON, Human Research Protection Program. IAW Section C and Exhibit A. (RDT&E)	12.0	MO	\$75,327.08	\$903,924.96
830001	R408	ACRN: AF \$903,924.96 (1300629751) (RDT&E)				
8400	R408	(Option IV, Year 5-Firm Fixed Price) IT Support Services for the DON, Human Research Protection Program. IAW Section C and Exhibit A. (RDT&E) Option	12.0	MO	\$77,570.05	\$930,840.60
8500	R408	Base Year 1-Firm Fixed Price Option) IT Support Services for the DON, Human Research Protection Program. IAW Section C and Exhibit A. (O&MN,N)	4.0	MO	\$68,538.05	\$274,152.20
850001	R408	ACRN: AC \$274,152.20 (1300629751) (O&MN,N)				
8600	R408	(Option I EXERCISED, Year 2-Firm Fixed Price) IT Support Services for DON, Human Research Protection Program. IAW Section C and Exhibit A. (O&MN,N)	4.0	MO	\$70,599.25	\$282,397.00
860001	R408	ACRN:AE (1300629751) (O&MN,N)				
8700	R408	(Option II, Year 3-Firm Fixed Price) IT Support Services for the DON, Human Research Protection Program. IAW Section C and Exhibit A. (O&MN,N)	12.0	MO	\$73,041.61	\$876,499.32
870001	R408	ACRN: AE \$876,499.32 (1300629751) (O&MN,N)				

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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R408	(Base, Year 1) Other Direct Costs, Not-to-Exceed (Cost Reimbursement, No Fee) associated with the support services under CLIN 8000. (O&MN,N)	1.0	LO	\$29,695.60
900001	R408	ACRN: AA \$0(1300560978) (O&MN,N)			
900002	R408	ACRN: AB \$7,668.91 (1300560978) (O&MN,N)			
900003	R408	ACRN: AC \$1,037.58(1300629751) (O&MN,N)			
9100	R408	(Option I Exercised, Year 2) Other Direct Costs, Not-to-Exceed (Cost Reimbursement, No Fee) associated with the support services under CLIN 8100. (O&MN,N)	1.0	LO	\$60,206.00
910001	R408	ACRN: AD \$60,206 (1300629751) (O&MN,N)			
9200	R408	(Option II, Year 3) Other Direct Cost, Not-to-Exceed (Cost Reimbursement, No Fee) associated with the support services under CLIN 8200. (RDT&E)	1.0	LO	\$0.00
		Option			
9300	R408	(Option III Exercised, Year 4) Other Direct Costs, Not-to-Exceed (Cost Reimbursement, No Fee) associated with the support services under CLIN 8300. (RDT&E)	1.0	LO	\$100,000.00
930001	R408	ACRN: AF \$50,000.00 (1300629751) (RDT&E)			
9400	R408	(Option IV, Year 5) Other Direct Costs, Not-to-Exceed (Cost Reimbursement, No Fee) associated with the support services under CLIN 8400. (RDT&E)	1.0	LO	\$100,000.00
		Option			
9500	R408	(Base, Year 1 Option) Other Direct Costs, Not-to-Exceed (Cost Reimbursement, No fee) associated with the support services under CLIN 8500. (O&MN,N)	1.0	LO	\$70,304.40
950001	R408	ACRN: AC \$25,000.00 (1300629751) (O&MN,N)			
950002	R408	ACRN: AC \$20,989.11(1300629751) (O&MN,N)			
9600	R408	(Option I EXERCISED, Year 2) Other Direct Costs, Not-to-Exceed (Cost Reimbursement, No Fee) associated with the support services under CLIN 8600. (O&MN,N)	1.0	LO	\$39,794.00
960001	R408	ACRN:AE (1300629751) (O&MN,N)			
9700	R408	(Option II, Year 3) Other Direct Costs, Not to Exceed (Cost Reimbursement, No Fee) associated with the support services under CLIN 8700. (O&MN,N)	1.0	LO	\$100,000.00
970001	R408	ACRN: AE \$60,179.00 (1300629751) (O&MN,N)			

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 BACKGROUND

The Department of the Navy, Office of Naval Research (ONR), Human Research Protection Program (DON HRPP) is a headquarters element comprised of military, government civilian, and contractor staff that provides oversight and monitoring of human research protection activities across the Navy and Marine Corps. The DON HRPP consists of the Bureau of Medicine and Surgery (BUMED) and the Research Protections Division of ONR's Warfighter Performance Department. The Research Protections Division (ONR Code 343) is responsible for implementation of the DON HRPP in the Navy's systems commands, operational forces, training commands, and at Navy-sponsored extramural institutions. The Division reconciles the competing priorities of conducting potentially risky work involving human subjects and compliance with Federal, DoD, and DON policies intended to protect the safety and welfare of human subjects. For more information visit: <http://www.med.navy.mil/bumed/humanresearch/Pages/default.aspx> and <http://www.onr.navy.mil/About-ONR/compliance-protections/Research-Protections.aspx>.

DoD Instruction 3216.02 establishes policy and assigns responsibilities for the protection of human subjects in DoD-supported programs to implement Part 219 of Title 32, Code of Federal Regulations (CFR) and requires Heads of DoD Components to establish and oversee DoD Component policies and procedures that ensure compliance with Federal and DoD requirements. SECNAVINST 3900.39 establishes policy and assigns responsibility for the protection of human subjects in research conducted by, within, or for DON. The Secretary of the Navy delegated the sole authority and responsibility for execution and oversight of the DON HRPP to the Surgeon General (SG) of the Navy. The SG is the single authority for policy development, oversight, compliance, and ongoing monitoring concerning human research protections in the DON. DON HRPP has implemented the Department of the Navy's Human Research Protections Information Technology Management System (DON RPITMS) for management and compliance oversight of ongoing human research protections activities —hereafter referred to as the "System." The System is a web-based application which runs on Microsoft servers using Internet Information Services and Microsoft's structured query language server on the back-end. The document store is based on SharePoint sites; this allows the Office of Naval Research's IT Division (Code 06) to manage permissions and related infrastructure in a standardized fashion. Many of the user interactions are executed through custom developed interfaces which rely on Simple Object Access Protocol (SOAP), Representational State Transfer (REST), and other application programming interfaces (APIs) for state and storage of information.

Each command module within the System contains a set of libraries and functions to store and process the data collected. Many state changes require artifacts to be provided or created. These changes trigger workflows in the System which then create, request, or begin tracking artifacts. The relationships between events and artifacts create the value for the System as a compliance tool by providing the underpinnings for reporting.

DON HRPP is interested in maintaining situational awareness of ongoing human research protection activities. To monitor compliance, program staff must be able to quickly locate

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information about research protocols, including current status, data on subjects, funding, Institutional Review Boards (IRBs), performing institutions, agreements in place, and other related information. Managing the scope and complexity of data for human subject research protections oversight requires a comprehensive, automated information tracking system.

2.0 PERFORMANCE WORK STATEMENT (PWS)

Support Services for the Department of Navy, Office of Naval Research (ONR), Human Research Protection Program (DON HRPP), ONR Research Protections Division (Code 343)

2.1 Introduction

This PWS is for a non-personal services task order to provide services to operate, maintain, and as needed enhance and update the System.

2.2 Objective

The proposed work is to support ONR Code 343 in operating, maintaining, and as needed, enhancing and updating the System. In this follow-on effort related to prior support service contract awards, ONR 343 seeks to:

- Secure program management, technical support, and IT services that will maintain continuity of operations with minimal disruption
- Maximize the continuing benefit of all prior investments in the System
- Minimize the cost and effort required for continuing operation and maintenance of the System
- Retain the ability to modify the System in response to evolving user needs, while minimizing the cost and effort required for future enhancements and updates to the System
- Continue to comply fully with DoD/DON IT policies and security requirements

The contractor shall provide assistance to ONR Code 343 in operating and maintaining the system. The System will be used to carry out the DON HRPP's responsibility for oversight of human subject's research in the DON, including monitoring, review, investigation, education, and training required to manage the program. Servers supporting the System are provided by ONR Code 343 and are located in the ONR Office of the Chief Information Officer (Code 06) in Arlington, VA.

2.3 Scope

The contractor shall provide all aspects of operating and maintaining the System. Individual anticipated tasks are outlined in Section 2.4 (Technical Tasks/Requirements). Personnel

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requirements are described in Section 3.0 (General Requirements Section 3.1 and Specific Personnel Requirements & Qualification Section 3.2).

2.4 Technical Tasks/Requirements

2.4.1 Technical Requirements for DON HRPP Support

The DON HRPP uses the System to manage various aspects of the program. The System is capable of documenting, tracking, and monitoring human subject research within the DON. The System addresses a variety of non-functional requirements including IRB standards and practices in government, commercial, and civilian research settings. In addition, the System has the ability to support role-based access to features and data within the system including but not limited to, “Principal Investigator,” “IRB Chair,” “IRB Administrator,” and “Institutional Official.” The System can quickly locate information about research protocols, including current status, summary data on subjects, funding, IRBs, IRB initial and continuing review approvals, performing institutions, agreements in place and other related information.

From a technical standpoint, the System is subject to constraints imposed by the unique DON user environment, and it must be Navy and Marine Corps Intranet (NMCI) and Next Generation (NGEN) compliant. Key components of the System include:

- Microsoft SharePoint Server 2010 & 2013
- Microsoft InfoPath 2007 & 2010
- 3rd Party Web Part add-ons from KWizCom, Enesys and Metalogix
- Microsoft Reporting Services 2005 & 2008
- Microsoft IIS 6 & 7
- Microsoft ISA Server 2006

The contractor will operate, support, maintain, and document on-going System operation. The contractor is responsible for:

- Maintenance and sustainment of the System
- Implementation of the System using commercial software solutions
- Interfacing with relevant DON Functional Area Managers (FAM)
- Interfacing with the ONR/DON CIO/NMCI/NGEN offices as appropriate to ensure the System is fully compliant with DoD/DON IT policies and security requirements
- Incorporate department standard operating procedures or other written materials for selected work simplification or procedural changes in the System.

Facilitating a records management and retention system that is compliant with the appropriate Human Subject regulations

2.4.2 Technical Tasks for DON Support

To maintain the System, a technical team responsible for efficiently implementing the

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technology, with strong subject matter expertise in DON processes, HRPP functions, and IRB best practices, is required. Active coordination with stakeholders and DON command participants is required. Most importantly, the technical team must be fluent in DON human research subject management processes with functional knowledge above and beyond the technical requirements for System operation and maintenance.

Primary operations and maintenance responsibilities for supporting the System application in support to previously deployed DoN commands and to ongoing support include:

1. Maintain and enhance the existing System to support new compliance requirements and DON's regulatory requirement to provide oversight and monitoring of the Department's human research protection activities.
2. Generate automated notifications to compliance staff when designated committee members, compliance experts or other reviewer's complete individual or group reviews.
3. Provide online search capabilities for protocols, investigators, submissions, projects, and other ad hoc needs.
4. Provide a complete online record of Protocol/Study History including submissions, document revisions, board actions and decision letters, project status and communication.
5. Allow compliance staff to electronically maintain online reference documentation, form libraries and guidance.
6. Provide user capability to track training for Investigators and other personnel.
7. Provide user capability to verify credentials of Investigators and other personnel.
8. Maintain an on-line help system.
9. Monitor system usage and identify potential issues.
10. Conduct periodic reviews and refresher training with supported commands, including written training materials.
11. Manage Change Requests (CRs) for existing System users or DON Command personnel changes.
12. Migrate existing DON Command research history and data into the system.
13. Coordinate DON Command outreach working with DON HRPP personnel to plan, schedule, and sequence training site visits.
14. Conduct end user training for DON Command HRPP and DON HRPP staff as needed.
15. Conduct demonstrations of the System for DON stakeholders.
16. Interface with DON's Functional Area Management (FAM) prior to implementation of System modifications.
17. Interface with the Navy and Marine Corps Intranet (NMCI) and Next Generation IT (NGEN) program office to ensure that the resulting solution for the System can be used on the DON network (including meeting Section 508 Accessibility and Information Assurance Certification and Accreditation requirements).
18. Interface with the appropriate ONR, DON and NMCI/NGEN personnel to ensure System capabilities are compatible with all DON, or other applicable regulations/rules/policies regarding network security.
19. Support ONR in maintaining the System's environment Security Technical Implementation Guide (STIG) Platinum-level certification.
20. Incorporate department standard operating procedures or other written materials for selected work simplifications and procedural changes in the System.

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21. Implement reporting solutions, key performance indicators (KPI) dashboards and metrics supporting oversight and command level management and measurement requirements.
22. Create customized correspondence templates to support external communications and to support IRB management processes.
23. Maintain automated secure interfaces based on open encryption standards to external systems including the Collaborative Institutional Training Initiative (CITI), and upon the request of the Contracting Officer Representative (COR), the DoD electronic IRB system (EORB) and the Defense Medical Research Network (DMRN).
24. Maintain a separate development environment compliant with ONR and DON IT standards.
25. Support System user community through a help-desk function addressing and resolving user technical issues and providing hands-on training as needed during the hours of 0900 to 1700 local time, Washington, D.C.
26. Maintain a secure training environment, separate from the production system, for remote access for DON Command implementation training sessions.
27. Provide a technical solution that supports DON's regulatory requirement to provide oversight and monitoring of the Department's human research protection activities.
28. Assist DON HRPP in the tracking, managing, oversight, monitoring, and analysis of DON-wide research protection activities.
29. Support DON level research protection metrics analysis in accordance with the stipulations and human research regulatory mandates found in 10 U.S.C. 980; 21 CFR 50; 21 CFR 56; 32 CFR 219; 45 CFR 46; DoDI 3216.02; SECNAVINST 3900.39D; and MCO 3900.18.
30. "Reserved"
31. Configuration management, including maintaining a current and up-to-date System baseline (i.e., all descriptive and operational system documentation).
32. Delivery, on demand, of all documents and data stored within the System in a format that preserves file system information and is capable of importation into another data repository (e.g., SharePoint, EIRB) or automated information system.

3.0 PERSONNEL QUALIFICATIONS

3.1 General Requirements

The Contractor shall provide qualified personnel to manage and execute all aspects of the PWS. All personnel performing under the task order must meet or exceed the personnel qualifications of those personnel proposed at the time of proposal submission.

All contractor employees must meet the requirements of SECNAV M-5239.2 "DON Information Assurance Workforce Management Manual" prior to beginning work on the task order (See Attachment No. 3). All contractor employees must be proficient in the use of Microsoft Office to include (Word, Excel, PowerPoint and Outlook) as well as Project and Adobe Acrobat.

3.2 Specific Personnel Requirements & Qualifications

3.2.1 Senior Technology Analyst (1 FTE - Key Personnel): The following technical tasks 2, 13, 17, 18, 19, 20, 21, 22, 23, 24, 25, 27, 31, and 32 apply (See Section 2.4.2).

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The individual is required to:

-Possess a Bachelor's degree from an accredited college or university in computer science, information science, information systems management, or technology management.

-Possess eight (8) years of experience developing and supporting management information systems, and experience in the phases of product lifecycle, to include analysis and design, coding, testing, documentation, and configuration management.

Additional Considerations:

-Possess a Master's degree from an accredited college or university in computer science, information science, information systems management, or technology management.

-Possess two (2) years of experience working with DoD or DON systems and management.

3.2.2 Technology Analyst: (1 FTE): The following technical tasks 3, 4, 5, 7, and 8 apply (See Section 2.4.2).

The individual is required to:

-Possess four (4) years of experience in developing and supporting management information systems, and experience in the phases of product lifecycle, to include analysis and design, coding, testing, documentation, and configuration management.

Additional Considerations:

-Possess a Bachelor's degree from an accredited college or university in computer science, information science, information systems management, or technology management.

-Possess a Master's degree from an accredited college or university in computer science, information science, information systems management, or technology management.

3.2.3 Lead Technology Specialist (1 FTE – Key Personnel): The following technical tasks 1, 11, 12, 14, 16, 28, and 29 apply (See Section 2.4.2).

The individual is required to:

-Possess eight (8) years of experience leading the development of management information systems.

Additional Considerations:

-Possess a Bachelor's degree from an accredited college or university in computer science, information science, information systems management, or technology management.

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-Possess a Master’s degree from an accredited college or university in computer science, information science, information systems management, or technology management.

-Possess two (2) years of experience working with DoD or DON systems and management.

3.2.4 Technology Specialist (2 FTEs): The following technical tasks 6, 9, 10, 15, and 26 apply (See Section 2.4.2).

Each individual is required to:

-Possess four (4) years of experience in developing management information systems.

Additional Considerations:

-Possess a Bachelor’s degree from an accredited college or university in computer science, information science, information systems management, or technology management.

3.2.5 System Tester (1 FTE): The following technical tasks 16, 25, and 27 apply (See Section 2.4.2).

The individual is required to:

-Possess four (4) years of experience testing and debugging information systems.

Additional Considerations:

-Possess a Bachelor’s degree from an accredited college or university in computer science, information science, information systems management, or technology management.

3.3 FTE SUMMARY TABLE

Labor Category	Number of FTEs	Location
Senior Technology Analyst	1	Off-site (contractor’s facility)
Technology Analyst	1	Off-site (contractor’s facility)
Lead Technology Specialist	1	Off-site (contractor’s facility)
Technology Specialist	2	Off-site (contractor’s facility)
System Tester	1	Off-site (contractor’s facility)

4.0 TASK ORDER REQUIREMENTS

4.2 Period of Performance

The periods of performance shall be as follows: A twelve (12) month base period and four (4) twelve (12) month option periods. The period of performance for the base period shall be twelve (12) months from the effective date of the task order award. The period of performance for each option period shall be performed during the twelve (12) month period immediately following the

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expiration of the Base Period and subsequent option periods if exercised.

5.0 REPORTS, DATA, AND OTHER DELIVERABLES

The following deliverables are required to support this task order. Electronic submission is encouraged for all reports, presentations, and support documents listed below, unless otherwise directed by the COR and shall be provided to the COR identified in Section G, paragraph 6.1 and the Contracting Officer or Contract Specialist if required.

5.1 Monthly Progress, Status and Financial Report

The Contractor shall provide a Monthly Progress and Status Report to the COR and the Contracting Officer or Contract Specialist. This monthly report is due no later than (10) business days after the end of each month (Exhibit A, CDRL Data Item No A001). For this report, monthly technical progress can be provided in contractor format (subject to COR approval). These monthly programmatic reports will include the following elements:

- a. Contractor's name and address;
- b. Contract and subcontract number (if applicable);
- c. Date of Report;
- d. Period covered by report;
- e. Executive Summary;
- f. Performance related work issues;
- g. Work accomplished per labor category;
- h. Problems and issues during report period and planned action for period following the period in which the report was submitted.

The contractor shall also provide a Monthly Financial Status Report as part of the Monthly Status and Progress Reports. The financial status portion of the monthly report shall be provided in the format and with the required information found on the Contractor Monthly Financial Status Report Template at the following site: <http://www.onr.navy.mil/Contracts-Grants/manage-contract.aspx>. The format for the financial status reports may be updated during the life of the website (or any successor website identified via administrative modification to the task order) and the contractor will be notified that an updated version shall be used for future submissions. The monthly financial status report requires the information to be provided as indicated in the Contractor Monthly Financial Status Report Template. This monthly report is due no later than ten (10) business days after the end of each month (Exhibit A, CDRL Data Item No. A002).

5.2 Annual Summary Report(s)

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The contractor shall prepare an annual summary report, due no later than thirty (30) days after the end of the period of performance. This report should document cumulative work performed during the reporting period. Contractor format is acceptable (Exhibit A, CDRL, Data Item No. A003).

5.3 Other Reports as Required

For major efforts undertaken within Section 2.4, paragraphs 2.4.1 and 2.4.2, as requested by Code 343, the contractor shall provide paper and electronic copies of written reports, presentations, briefings, analysis and support documents related to the work conducted in support of the PWS for Code 343 during the term of this task order (Exhibit A, CDRL, Data Item No. A004).

5.4 Quality Control Plan

The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with the PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is a means by which the contractor assures that work complies with the requirements of the task order.

The Quality Control Plan (QCP) shall detail the plan the contractor will employ during task order performance. The Government will monitor the QCP during task order performance to ensure that the contractor is performing in accordance with the QCP. The contractor shall provide a final QCP within ten (1) business days of task order award in accordance with (Exhibit A, CDRL Data Item No. A005). After acceptance of the QCP, the contractor shall receive the Contracting Officer's acceptance in writing of any proposed change to the QCP. When changes are made to the QCP, the contractor shall submit the revised QCP to the Contracting Officer and COR within five (5) business days of the changes in accordance with Exhibit A, CDRL Data Item No. A005.

5.5 Quality Assurance

The Government shall evaluate the contractor's performance under this contract in accordance with the contractor's Quality Control Plan and the Government's Quality Assurance Surveillance Plan (QASP). The QASP is a Government developed and applied document used to ensure systematic quality assurance methods are used in the administration of the Performance Based Service Contract (PBSC) standards included in this PWS. The intent is to ensure that the contractor performs in accordance with the performance metrics and the Government received the quality of services called for in the PWS. The QASP details how the performance standards identified in the PWS are measured, who will perform the measurement, the frequency of surveillance, and the acceptable defect rate(s). The QASP may be updated from time to time by the Government (See Attachment No. 1).

5.6 Software and Source Code

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The Contractor shall deliver a copy of the latest version of software and source code no later than forty five (45) business days before the end of the base period and each subsequent option period if exercised (Exhibit A, CDRL Data Item No. A006).

5.7 Manuals and Supporting Documents

The Contractor shall deliver all manuals and supporting documents that provide a detailed description of the system operation. These manuals and supporting documents shall be delivered in draft version format no later than forty five (45) business days before the end of the Base period of performance. The final version format shall be delivered no later than five (5) business days before the end of the Base period of performance (Exhibit A, CDRL Data Item No. A007).

The Contractor shall also deliver all manuals and supporting documents that provide a detailed description of the system operation for each subsequent Option period if exercised. These manuals and supporting documents shall be delivered in draft version format no later than forty five (45) business days before the end of each Option period of performance (if exercised). The final version format shall be delivered no later than five (5) business days before the end of each Option period of performance (if exercised) (Exhibit A, CDRL Data Item No. A007).

5.8 Enterprise Wide Contractor Manpower Reporting Application (ECMRA) Reports

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for the performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1st through September 30th. While inputs may be reported any time during the FY, all data shall be reported no later than October 31st of each calendar year in accordance with (Exhibit A, CDRL Data Item No. A008). Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

5.9 Individual Travel Worksheets and Reports

The contractor shall provide Individual Travel Worksheets and Reports in accordance with Exhibit A, CDRL Data Item No. A009 prior to any travel from the contractor's worksite location, detailing the costs of that travel, to the COR for written approval prior to any travel. Travel must meet the requirements of the Joint Travel Regulations. In addition, travel reports are required no later than 30 days after the conclusion of the travel. The report shall contain dates; locations of travel; purpose; total cost breakdown of travel to include: per diems, hotel costs, car rental costs; other ONR personnel traveling with contractor support personnel; unusual cost items (including registration fees) incurred; tasks performed; and accomplishments. If publications or proceedings documentation were distributed a copy may be included with the report. Contractor format is acceptable, with approval of the format by the COR.

5.10 Master Travel Log Report

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The contractor shall maintain a master log of completed travel for all individuals traveling under this task order. The log shall include travel dates, destination, purpose, and cost breakdown to include airfare, mileage, lodging, per diem, rental car, taxi, and other miscellaneous costs. The contractor shall provide a copy of this report quarterly to the COR in accordance with Exhibit A, CDRL Data Item No. A010. Contractor format is acceptable, with approval of the format by the COR.

5.11 Testing Servers

The contractor shall deliver all testing servers acquired to assist with developmental bug fixes under the task order to the COR no later than thirty (30) days before the end of task order performance, but not later than the end date of the task order. The contractor shall also provide a list of all Government Furnished Property (GFP) provided or Contractor Acquired Property (CAP) acquired under the task order in accordance with Exhibit A, CDRL Data Item No. A011.

6.0 POST AWARD KICK-OFF MEETING

The appropriate representative(s) of the contractor shall be prepared to attend a post award orientation kick-off meeting at the Office of Naval Research within five (5) business days of award notification. The post award kick-off meeting will be attended by the Contracting Officer, Contracting Officer's Representative and any other required members of the program office.

7.0 COMMON ACCESS CARD (CAC) FOR CONTRACTOR EMPLOYEES

All new contractor employees shall be "CAC Card Ready" before any direct labor charges may be accumulated under this task order. "CAC Card Ready" means:

1. Subject's fingerprints have been submitted to the Office of Personnel Management (OPM) and determined favorable.
2. Subject has an initiated or completed NACI or equivalent investigation type.
3. A visit request has been submitted to ONR Security and approved by the appropriate ONR Code Administrative Officer (AO).

8.0 CONTRACTOR PERSONNEL CHECK-IN/CHECK-OUT PROCEDURES

a) It shall be the contractor's responsibility to ensure that all contractor personnel (Prime and Sub-Labor) comply with ONR's internal check-in for onboarding contractor personnel in accordance with Attachment No. 3 entitled "Check-In – Contractors (CTR)".

b) It shall be the contractor's responsibility to ensure that all contractor personnel (Prime and Sub-Labor) comply with ONR's internal check-out Procedures for contractor personnel in accordance with Attachment No. 4 entitled "Check-Out – Contractors (CTR)".

c) All Contractor Personnel shall also comply with the following additional check out procedure(s):

- Turn in classified records (if applicable)

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9.0 CONTRACTOR PERSONNEL TERMINATION POLICY

It shall be the contractor's responsibility to ensure that terminations of all contractor personnel (Prime and Sub-Labor) are handled off-site at the Prime Contractor's facility in order to avoid disruption to ongoing work functions at ONR Headquarters. Terminated contractor personnel who possess ONR or other government assets shall return all assets to the contractor's Program Manager on their last day working on-site at ONR. The contractor's Program Manager shall deliver all ONR and other government assets to the ONR Contracting Officer Representative (COR) or Alternate COR no later than three (3) business days after termination of the contractor's employee.

10.0 NON-DISCLOSURE AGREEMENT

A Non-Disclosure Agreement (NDA) is required under the performance of this task order. All contractor personnel shall complete and sign an NDA during their Check-In process. See Attachment No. 5.

11.0 COUNTER INTELLIGENCE AWARENESS AND REPORTING (CIAR) TRAINING

All contractor personnel shall attend Counter Intelligence Awareness and Reporting (CIAR) Training in accordance with DoD Directive 5240.06 within thirty (30) days of their first day of work supporting ONR and annually thereafter.

12.0 OTHER TRAINING

All contractor personnel shall complete annual organization specific mandatory training as required in accordance with DoD, Navy, and ONR policy. Training can include, but is not limited to: DoD Cyber Awareness, Privacy and Personally Identifiable Information (PII) Awareness, Combating Trafficking in Persons (CTIP), Ethics, No Fear Act, Prevention of Sexual harassment (POSH) and Equal Employment Opportunity.

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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 of deliveries under this Task Order will be accomplished by the Contracting Officer's Representative listed in Section G, who shall have thirty (30) days after contractual delivery for acceptance.

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SECTION F DELIVERABLES OR PERFORMANCE

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

8000	10/1/2016 - 5/31/2017
8100	9/30/2017 - 5/31/2018
8300	9/30/2019 - 9/29/2020
8500	6/1/2017 - 9/29/2017
8600	6/1/2018 - 9/29/2018
8700	9/30/2018 - 9/29/2019
9000	10/1/2016 - 5/31/2017
9100	9/30/2017 - 5/31/2018
9300	9/30/2019 - 9/29/2020
9500	6/1/2017 - 9/29/2017
9600	6/1/2018 - 9/29/2018
9700	9/30/2018 - 9/29/2019

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

8200	10/30/2018 - 9/29/2019
8400	9/30/2020 - 9/29/2021
9200	10/30/2018 - 9/29/2019
9400	9/30/2020 - 9/29/2021

1. Distribution, consignment and marking instructions for all reports listed in Section C, Performance Work Statement (PWS), shall be FOB Destination to the cognizant Contracting Officer's Representative (COR) listed in Section G and any other listed under the report in Section C, and in accordance with Exhibit A (Contract Data Requirements List (CDRL)).

2. Place of Performance: This technical support services under this task order shall be performed off-site at the Contractor's facility.

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SECTION G CONTRACT ADMINISTRATION DATA

1.0 PAYMENT AND INVOICE INSTRUCTIONS (Firm Fixed Price)

1.1 DFARS 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).

Invoice as 2-in-1 (Firm Fixed Price-Services)

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.

Destination/Destination

(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*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00014
Admin DoDAAC	S2101A
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N00014
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

Suzanne.may@navy.mil

(g) *WAWF point of contact.*

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

For WAWF Vendor support, please contact the WAWF Help Desk (disa.ogden.esd.mbx.cscassig@mail.mil; 801-605-7095); for Payment Issues, please contact the appropriate DFAS office (<http://www.dfas.mil/contractorsvendors/dodaacsvc.html>); for additional assistance, please contact ONR.NCR.BD021.list.all@navy.mil.

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

(End of clause)

1.2 Limitation of Government's Obligation

DFARS 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item 8000, 8100, 8500, and 8600, 8700 and 8300 are fully funded. For these items, the sum of \$3,450,071.88 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s)

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identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	\$548,304.40
05/26/2017	\$274,152.20
09/14/2017	\$564,794.00
05/22/2018	\$322,191.00
09/30/2018	\$876,499.32
09/30/2019	\$903,924.96
(month) (day), (year)	\$_____

(End of clause)

1.3 Allotment of Funds

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(a) It is hereby understood and agreed that this task order will not exceed a total amount of \$3,850,071.88.

(b) CLINs 8000, 8100, 8200, 8300, 8400, 8500, 8600 & 8700 are Firm Fixed Price.

(c) It is hereby understood and agreed that CLIN 9000 will not exceed \$29695.60 (no fee) The total amount presently available for payment and allotted to CLIN 9000 is 8,706.49. It is estimated that the amount allotted of \$8,706.49 will cover the period from 1 OCT 2016 through 31 MAY 2017.

(d) It is hereby understood and agreed that CLIN 9500 will not exceed \$70,304.40 (no fee). The total amount presently available for payment and allotted to CLIN 9500 is \$45,989.11. It is estimated that the amount allotted of \$45,989.11 will cover the period from 1 JUN 2017 through 29 SEP 2017.

(e) CLIN 9100 is hereby fully funded in the amount of \$60,206.00 (no fee).

(f) CLIN 9600 is hereby fully funded in the amount of \$39,794.00 (no fee).

(g) It is hereby understood and agreed that CLIN 9700 will not exceed \$100,000.00 (no fee). The total amount presently available for payment and allotted to CLIN 9700 is \$60,179.00. It is estimated that the amount allotted of \$60,179.00 will cover the period from 30 SEP 2018 through 29 APR 2019.

(h) It is hereby understood and agreed that CLIN 9300 will not exceed \$100,000.00 (no fee). The total amount presently available for payment and allotted to CLIN 9300 is \$50,000.00. It is estimated that the amount allotted of \$50,000.00 will cover the period from 30 SEP 2019 through 30 MAR 2020.

1.4 Payment Instructions

(These instructions are provided for the Contract Payment Office (DFAS Columbus) only, and are not contractor instructions)

The payment office shall allocate and record the amounts paid to the accounting classification citations in the contract using the table located at https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm -payment_instructions based on the type of payment request submitted (see DFARS 252.232-7006) and the type of effort.

2.0 CONTRACT ADMINISTRATION DELEGATION

a) In accordance with FAR 42.202, the Contracting Officer delegates all contract administration functions listed in FAR 42.302 (a) and DFARS 242.302(a) to the Contract Administration Office (See ADMINISTERED BY, Block 7 of the Standard Form 1155 of this task order), except for the following contract administration functions retained by the PCO:

Functions Retained:	Retained for Performance by:
FAR 42.302(a)(3), (4), (38) & (58)	PCO

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b) Special Instructions (See FAR 42.202(b) and (c)).

3.0 AWARD DISTRIBUTION (JULY 2015)

In accordance with the requirements of FAR 4.201, distribution is made to the contractor, program office, administrative contracting office, payment office and audit office. See the following matrix to determine the specific distribution location, which is based upon the award used:

Distribution	SF26	SF30	SF33	DD1155	ONR Form 1099
Contractor	See Block 7	See Block 8	See Block 15A	See Block 9	See Block 13
Program Office	See Block 11	See Block 6	See Block 11 or Section G	See Block 14	See Block 21
Administrative Contracting Office	See Block 6	See Block 7	See Block 24	See Block 7	See Block 23a
Payment Office	See Block 12	See Block 14	See Block 25	See Block 15	See Block 25a
Auditor	See Section G	See Section G	See Section G	See Section G	

4.0 ONR 5252.204-9722 ELECTRONIC DOCUMENT ACCESS (APR 2012)

The Office of Naval Research (ONR) award and modification documents are now available via the Electronic Document Access System (EDA). EDA is a web-based system that provides secure online access, storage, and retrieval of awards and modifications to Department of Defense (DoD) employees and vendors. An ONR representative will enter the contact information for vendor notification of up to two (2) vendor representative into EDA for each contract. Once an executed ONR contract document is loaded into EDA, the designated vendor representative(s) will automatically receive an email notification that the document is available in EDA. The vendor is responsible for retrieving the document from EDA; ONR will no longer mail hard copies to vendors. Each vendor is responsible for providing ONR with their vendor representative's contact information as well as any changes to their contact information changes to the cognizant ONR Contract Specialist or Contracting Officer of each ONR contract. Each request to change EDA vendor representative contact information shall include the following information:

1. Contract Number
2. Email Address
3. First Name
4. Last Name
5. Organization

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Users must be aware that EDA inactivates user accounts for non-use after 90 days. Failure to use your account will result in inactivation. A password reset and EDA POC approval is required to reactivate account.

5.0 PROCURING OFFICE REPRESENTATIVE

(Instructions provided for Administrative Contracting Officer (ACO) and are not contractor instructions)

In order to expedite administration of this order, the Administrative Contracting Officer should direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Block 21 of the signature page of this order.

Contract Negotiator – Ms. LaTasha Johnson, ONR 254, (703) , E-Mail Address:
latasha.d.johnson2@navy.mil

(If initial response to contract negotiator’s email goes unanswered after 3 business days or the contractor knows the previous negotiator has left ONR, forward message to
ONR_Code254ProcurementTech@navy.mil)

Inspection and Acceptance – Ms. Suzanne May, ONR 343, (703) 696-4318, E-Mail Address:
Suzanne.may@navy.mil

Security Matters – Ms. Torri Powell, ONR 43, (703) 696-8177, E-Mail Address:
torri.powell@navy.mil

Task Order Ombudsman (Per FAR 16.505(b)(8)) – DASN(AP), (703) 614-9600, email:
NCAG@navy.mil

Patent Counsel – Mr. John Forrest, (703) 696-4000, E-mail: john.forrest@navy.mil

6.0 CONTRACT POINTS OF CONTACT

6.1 ONR 5252.242-9720 Contracting Officer’s Representative (COR) (SEP 1996)

The COR for this task order is:

Name: Suzanne May
Code: ONR 343
Telephone No: (703) 696-4318
Email Address: Suzanne.may@navy.mil

The Alternate COR for this task order is:

Name: N/A

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Code:

Telephone No:

Email Address:

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 performance work statement, and monitoring the progress and quality of contractor performance (See Attachment No. 2). The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, to change the pricing, quantity, quality, place of performance, delivery schedule or any other terms and conditions of the task order, or to direct the accomplishment of effort which goes beyond the scope of the task order's Performance Work Statement.

When, in the opinion of the contractor, the COR requests effort outside the existing scope of the task order, the contractor shall promptly notify the contracting officer in writing. No action shall be taken by the contractor until the contracting officer has issued a modification to the task order or has otherwise resolved the issue in writing.

In the absence of the COR named above (due to reasons such as leave, illness, travel), all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR, if assigned, or the contracting officer if no ACOR is assigned.

6.2 Contractor's Authorized Point of Contact

(a) The contractor's point of contact for the contracting officer regarding any contractual matters on this task order is:

Contract Coordinator:

Name: John K. Jones, III

Phone: 240-237-8383x12

Email: johnjones@ilikedesi.com

(b) The contractor shall notify the contracting officer in writing of any changes in the above listed person within five (5) business days of the change.

7.0 CHANGES ONLY BY CONTRACTING OFFICER

a) No order, statement or conduct of Government persons who meet or communicate with the contractor 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 that alters the terms of the task order unless it has been approved in writing and signed by the Contracting Officer.

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c) The Contracting Officer is the only person authorized to approve changes to any of the requirements of this contract. 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 contract price or period of performance to cover any increase in costs incurred as a result thereof. The Contracting Officer for this requirement is: To be completed upon award.

8.0 CONTRACT TYPE

This is a Firm Fixed Price Task Order with Cost Reimbursement Other Direct Cost (ODC) CLINs.

9.0 CONTRACTOR ASSIGNMENT OF PERSONNEL

Personnel provided under this task order are critical to the mission of ONR. The contractor is expected to minimize employee turnover with respect to personnel performing under this PWS. All personnel under this task order shall possess sufficient breadth and depth of applicable experience to provide pertinent support independently.

In the event that the performance of contractor personnel is deficient, the COR or the Contracting Officer will notify the Contractor of the deficiency. The contractor will have thirty (30) days to remedy the situation in a manner that is acceptable to the Government. A mutual effort will be made to resolve all problems and issues identified.

10.0 REPLACEMENT PERSONNEL

a. In accordance with the PWS, the contractor shall provide qualified personnel to execute all aspects of the PWS. All personnel must meet or exceed the personnel qualifications of those personnel proposed at the time of proposal submission.

b. Maintaining the manning level proposed by the contractor and accepted at award is a material concern for the Government. Except as permitted by the contract, staffing gaps are unacceptable. No position shall remain gapped for a period exceeding 10 business days. For each day in excess of the 10-day period, the Government shall be entitled to reduction in the contract price of \$ 700.00 per person, per day to reflect the reduced value of the contractor's consideration. This reduction shall continue until the contractor has provided a qualified substitute person.

c. Notwithstanding paragraph b, the contractor remains at all times obligated to provide all services required by the contract.

11.0 PERFORMANCE EVALUATIONS IN CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

Continual monitoring of performance is one critical element to the success of the contract. Performance evaluation reports will be prepared at the time of final acceptance of work,

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termination, annually or other times, as appropriate. Performance evaluations are done in CPARS at www.cpars.gov by focusing on elements of quality control, effectiveness of management, timely performance and compliance with safety standards.

If the COR concludes that a contractor's overall performance is less than satisfactory, the contractor shall be advised in writing. Contractors taking exception to the evaluation ratings are encouraged to submit comments in writing within CPARS. If the contractor submits written comments, the COR shall include them in the report, resolve any alleged factual discrepancies, and make appropriate changes to the report. If the contractor's performance is found to be less than satisfactory, actions may warrant the Government to make new arrangements with different suppliers or modify existing arrangements.

The prime contractor is responsible for the management, performance and monitoring of all subcontractors who are working on this contract. If a subcontractor's performance is less than satisfactory, the Government expects the prime contractor to take effective actions to correct less than satisfactory performance. Less than satisfactory performance by a subcontractor may reflect adversely on the contractor's performance evaluation within the CPARS system.

12.0 PROGRAM REVIEW WITH ONR

The Contractor, the Contracting Officer, Contract Specialist, and COR(s) shall meet to review performance under this contract, to determine on-going status, to identify and resolve problems, and to provide information to decision-maker(s).

Thereafter, the Contractor, the Contracting Officer/Contract Specialist, and COR(s) will meet quarterly to discuss key process indicators, process deficiencies and problem resolutions. During these meetings, the Contractor's performance and any existing problems will be discussed. A mutual effort will be made to resolve all problems/issues identified.

13.0 ORDER DETAILS

13.1 Other Direct Costs (ODCs)

ODCs (supplies, travel, software licenses and testing servers) will be reimbursed at cost without burdens, profit, or fee. Purchases of all items (supplies, travel, software licenses and testing servers) exceeding \$1,000 must be approved in advance by the COR and Contracting Officer (if required).

The purchase of any computer or magnetic media (i.e. hard drives, flash drives) must be approved by the COR prior to purchase. In accordance with Navy Telecommunication Directive 03-11, ANY such device connected to the Navy Marine Corps Intranet Network shall be turned over to the Government for disposal at the end of task order performance. To prevent forfeiture of ownership, the contractor may NOT connect any privately-owned device to a Government network.

Forfeiture of ownership in accordance with Navy Telecommunication Directive 03-11 shall not,

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however, grant the Government any rights, title, or interest in any intellectual property embodied within a forfeited device. Nor shall a forfeiture of ownership alter any responsibility that the Government may have to prevent unauthorized use, release, or disclosure of proprietary information that may be embodied within a forfeited device.

At this time, the specific ODC items cannot be identified; however, the ODC cost totals cannot exceed the annual Not-to-Exceed (NTE) amount as specified below for each CLIN:

CLIN	Annual Not-to-Exceed Amount
9000	\$29,695.60
9100	\$60,206.00
9200	\$0
9300	\$100,000.00
9400	\$100,000.00
9500	\$70,304.40
9600	\$39,794.00
9700	\$100,000.00

13.2 Travel and Per Diem

Travel will be required to support this PWS. In accordance with the task order requirements, direct costs associated with the Contractor's travel should not exceed the applicable rates found in the Joint Travel Regulations (JTR). All travel arrangements under the Contractor's responsibility include: clearance requests, hotel accommodations, travel orders, and visa/passport requirements, unless otherwise stated by the Government sponsor. The contractor shall make every effort to make all travel arrangements at least 21 days in advance. Travel may be CONUS or OCONUS. As stated in Section C, paragraph 5.9, the contractor shall provide a worksheet detailing the cost of travel to the COR and Contracting Officer or Contract Specialist (if required) for written approval prior to any travel.

13.3 Parking and Local Transportation

Parking facilities are not provided at ONR; however, several private (pay) parking facilities are located in the area. The ONR facility is within walking distance of the Ballston Metro Station. Monthly parking fees or any other type of transportation expenses (metro farecards) for proposed personnel to commute to and from the place of performance should not be charged to the task order as a direct cost.

13.4 Printing and High Speed High Volume Duplicating

The scope of this order does not include printing and high speed high volume duplicating. Defense Logistics Agency shall serve as the manager for printing and high speed high volume duplicating. Requests shall be forwarded to the COR for review one month before the required due date. The COR will then submit approved requests to ONR BD042 two to three weeks before the required due date.

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13.5 Food

All costs for food, not including the per diem rate for meals and incidental expenses associated with travel, are unallowable under this task order.

13.6 Government Furnished Resources (GFR)

The Government will provide information, material and forms unique to the Government for supporting the task order. The Government furnished resources necessary to perform the PWS must be identified and requested through the designated COR. The Government shall provide an NMCI-approved computer that adheres with NMCI and Navy IT regulations for contractor personnel working on government facilities. The Government shall provide a system manual to the contractor within ten (10) business days after task order award. The manual will contain an overview of the DON/RPITMS hardware and software environments.

With the exception of the items noted above and in accordance with the general guidance in FAR Part 45.102, Contractors are required to furnish all property necessary to perform on Government contracts or orders. The purchase of computer equipment should not be proposed as a direct charge under this solicitation. For security purposes, computers may be required to be authorized and approved by ONR for use. Contractors will be required to obtain Navy Marine Corps Intranet (NMCI) seats to perform the PWS. During task order performance, if either party (Government or Contractor) identifies additional NMCI seat requirements, ONR officials will work with the Contractor to obtain an NMCI seat in a timely manner and, if necessary, will pursue a mutually satisfactory agreement in regards to any formal modifications or changes to the dollar values of the task order as a result of the emerging NMCI requirements. General information regarding NMCI can be obtained at: <http://www.nmcieds.com/index.asp>.

13.7 Government Furnished Property (GFP)

There is no existing GFP being provided to the contractor to support the PWS.

14.0 SECURITY REQUIREMENTS

14.1 Facility Security Clearance Requirements

Facility Security Clearance Requirements will not be required to support the PWS.

14.2 Personnel Security Clearance Requirements

Personnel Security Clearance Requirements will not be required to support the PWS.

14.3 National Agency Checks (NAC)

The Contractor shall cooperate with government cognizant service authority performing National Agency Checks with Inquiries (NACI). All onsite contractor personnel that are not required to possess a security clearance shall be subject to NACI to determine their trustworthiness and to

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ensure the individual does not pose an unacceptable risk to the government agency. NACIs shall be requested by the Office of Naval Research (ONR) Security Division using the SF 85P, and the FD-258 fingerprint card, and will be forwarded to OPM for processing. The results of NACIs will be evaluated by ONR Security Division to determine and ensure the individual(s) who are permitted access to command persons, property, facilities, and controlled unclassified information are trustworthy. ONR will notify the contractor in writing whether the contract employee will be authorized initial and continued access to ONR. Onsite contractor personnel not deemed trustworthy or who commit security violation(s) will be immediately removed from ONR premises and shall not be permitted access.

14.4 General Security and Safeguarding Requirements

General Security and Safeguarding Requirements will not be required to support the PWS.

14.5 Privacy Act

All contractor personnel assigned to this task order will have access to information that may be subject to the Privacy Act of 1974. The contractor is required to ensure the proper safeguarding of such information to prevent unauthorized release. (See Section G 15.2 Safeguarding Information).

14.6 PERSONALLY IDENTIFIABLE INFORMATION (PII)

Under the performance of this task order, the contractor will have access to Personally Identifiable Information (PII). PII refers to information that can be used to distinguish or trace an individual's identity. This includes such items as (but not limited to) a person's name, social security number, home/cell telephone numbers, email addresses, bank account information, and/or biometric records. The Contractor must properly mark and protect PII that is collected, maintained, created, or disseminated in accordance with DoD, Navy and ONR policies and procedures.

15.0 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

15.1 Limitations on Providing Support Services

All Offerors and proposed subcontractors must affirm whether they are conducting Research and Development efforts funded by the Office of Naval Research through an active contract or subcontract. All affirmations must identify ONR's Technical Point of Contact and identify the prime contract numbers. Affirmations shall be furnished at the time of proposal submission. All facts relevant to the existence or potential existence of organizational conflicts of interest (FAR 9.5) must be disclosed. The disclosure shall include a description of the action the offeror has taken or proposes to take to avoid, neutralize, or mitigate such conflict. In accordance with FAR 9.503 and without prior approval, a contractor cannot simultaneously be a Systems Engineering and Technical Advisor (SETA) and a research and development performer. Proposals that fail to fully disclose potential conflicts of interests or do not have acceptable plans to mitigate identified conflicts will be rejected without technical evaluation and withdrawn from further consideration

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for award. If a prospective offeror believes that any conflict of interest exists or may exist (whether organizational or otherwise), the offeror should promptly raise the issue with ONR by sending his/her contact information and a summary of the potential conflict by e-mail to the Contracting Office identified in the solicitation before time and effort are expended in preparing a proposal and mitigation plan. If, in the sole opinion of the Contracting Officer after full consideration of the circumstances, any conflict situation cannot be effectively avoided or mitigated, the proposal may be rejected without technical evaluation and withdrawn from further consideration for award. Additional information regarding ONR's guidelines on OCI can be found at <http://www.onr.navy.mil/en/About-ONR/compliance-protections/Organizational-Conflicts-Interest.aspx>.

15.2 Safeguarding Information

The parties acknowledge that, during performance of the contract resulting from this Order solicitation, the Contractor may require access to certain proprietary and confidential information (whether in its original or derived form) submitted to or produced by the Government. Such information includes, but is not limited to, business practices, proposals, designs, mission or operation concepts, sketches, management policies, cost and operating expense, technical data and trade secrets, proposed Navy budgetary information, and acquisition planning or acquisition actions, obtained either directly or indirectly as a result of the effort performed on behalf of ONR. The Contractor shall take appropriate steps not only to safeguard such information, but also to prevent disclosure of such information to any party other than the Government. The Contractor agrees to indoctrinate company personnel who will have access to or custody of the information concerning the nature of the confidential terms under which the Government received such information and shall stress that the information shall not be disclosed to any other party or to Contractor personnel who do not need to know the contents thereof for the performance of the contract. Contractor personnel shall also be informed that they shall not engage in any other action, venture, or employment wherein this information will be used for any purpose by any other party.

15.3 Organizational Restrictions

The contractor's knowledge of competition sensitive information, described in paragraph above, may unfairly affect its competitive position in future ONR solicitations. The Contractor understands that, during performance of the contract resulting from this solicitation and for a period of up to two years after the completion of its performance of the contract, the Contractor, any affiliate of the Contractor, any joint venture involving the Contractor, any entity into or with which the Contractor may merge or affiliate, or any other successor or assignee of the Contractor may not be eligible to participate in work as a prime contractor, subcontractor, consultant, participant in a joint venture, partner, or other entity that is directly impacted by Office of Naval Research programs.

Accounting Data

SLINID	PR Number	Amount
800001	1300560978	450000.00

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LLA :
AA 1761804 18UW 257 37100 0 068688 2D CEE003 3710064P113Q N68688
800002 1300560978 216000.00
LLA :
AA 1761804 18UW 257 37100 0 068688 2D CEE003 3710064P113Q N68688
800003 1300560978 156456.60
LLA :
AA 1761804 18UW 257 37100 0 068688 2D CEE003 3710064P113Q N68688
900001 1300560978 100000.00
LLA :
AA 1761804 18UW 257 37100 0 068688 2D CEE003 3710064P113Q N68688

BASE Funding 922456.60
Cumulative Funding 922456.60

MOD 01

800001 1300560978 (450000.00)
LLA :
AA 1761804 18UW 257 37100 0 068688 2D CEE003 3710064P113Q N68688
800002 1300560978 (216000.00)
LLA :
AA 1761804 18UW 257 37100 0 068688 2D CEE003 3710064P113Q N68688
800003 1300560978 (156456.60)
LLA :
AA 1761804 18UW 257 37100 0 068688 2D CEE003 3710064P113Q N68688
800004 1300560978 370331.09
LLA :
AB 1771804 18UW 257 37100 0 068688 2D CEE003 3710074P113Q N68688
800005 1300629751 177973.31
LLA :
AC 1771804 18UW 257 37100 0 068688 2D CEE003 3710074P113Q N68688
900001 1300560978 (100000.00)
LLA :
AA 1761804 18UW 257 37100 0 068688 2D CEE003 3710064P113Q N68688
900002 1300560978 7668.91
LLA :
AB 1771804 18UW 257 37100 0 068688 2D CEE003 3710074P113Q N68688
900003 1300629751 22026.69
LLA :
AC 1771804 18UW 257 37100 0 068688 2D CEE003 3710074P113Q N68688

MOD 01 Funding -344456.60
Cumulative Funding 578000.00

MOD 02

850001 1300629751 274152.20
LLA :
AC 1771804 18UW 257 37100 0 068688 2D CEE003 3710074P113Q N68688
950001 1300629751 25000.00
LLA :
AC 1771804 18UW 257 37100 0 068688 2D CEE003 3710074P113Q N68688

MOD 02 Funding 299152.20
Cumulative Funding 877152.20

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MOD 03

900003 1300629751 (20989.11)

LLA :

AC 1771804 18UW 257 37100 0 068688 2D CEE003 3710074P113Q N68688

950002 1300629751 20989.11

LLA :

AC 1771804 18UW 257 37100 0 068688 2D CEE003 3710074P113Q N68688

MOD 03 Funding 0.00

Cumulative Funding 877152.20

MOD 04

810001 130062975100006 564794.00

LLA :

AD 1771804 18UW 257 37100 0 068688 2D CEE003 3710074P113Q

910001 130062975100007 60206.00

LLA :

AD 1771804 18UW 257 37100 0 068688 2D CEE003 3710074P113Q

MOD 04 Funding 625000.00

Cumulative Funding 1502152.20

MOD 05

860001 130062975100008 282397.00

LLA :

AE 1781804 18TA 257 37100 0 068688 2D C6Y003 3710084P1A3Q

960001 130062975100009 39794.00

LLA :

AE 1781804 18TA 257 37100 0 068688 2D C6Y003 3710084P1A3Q

MOD 05 Funding 322191.00

Cumulative Funding 1824343.20

MOD 06

870001 130062975100010 876499.32

LLA :

AE 1781804 18TA 257 37100 0 068688 2D C6Y003 3710084P1A3Q

970001 130062975100011 60179.00

LLA :

AE 1781804 18TA 257 37100 0 068688 2D C6Y003 3710084P1A3Q

MOD 06 Funding 936678.32

Cumulative Funding 2761021.52

MOD 07

830001 1300629751 903924.96

LLA :

AF 1791319 W2DE 251 00014 0 050120 2D 000000 A00005039545

930001 1300629751 50000.00

LLA :

AF 1791319 W2DE 251 00014 0 050120 2D 000000 A00005039545

MOD 07 Funding 953924.96

Cumulative Funding 3714946.48

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SECTION H SPECIAL CONTRACT REQUIREMENTS

This is a 100% Small Business Set-aside and performance will be subject to the Limitation of Subcontracts clause FAR 52.219-14 in the basic contract.

1.0 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.

2.0 SPECIAL REQUIREMENTS FOR SERVICE CONTRACTS

Inherently Governmental Functions – No inherently government functions as defined in FAR 2.101 and FAR 7.5 are to be performed by the contractor or contractor personnel performing under this contract. Contractor employees shall not participate in any deliberations or meetings intended to exercise an inherently governmental function. All final determinations such as binding the United States to take or not to take some action, selecting program priorities, and providing direction to Federal employees shall be made by the government. The contractor shall immediately notify the Contracting Officer's Representative (COR) and the Contracting Officer if performance of an activity would result in the performance of an inherently governmental function.

Non-Personal Services Contract – In accordance with FAR 37.101, this contract is a non-personal services contract. Contractor personnel rendering the services shall not be subject, either by the contract's terms or by the manner of its administration, to the continuous supervision and control of a Government officer or employee. The Contractor shall immediately notify the COR and the Contracting Officer if, through contract administration, the actions of a government employee will result in the performance of a personal services contract.

Identification of Contractor Personnel – In accordance with DFARS 211.106, contractor personnel shall never identify themselves as representing the Office of Naval Research (ONR), but rather shall identify themselves as being under contract to ONR. To that end, contractor personnel shall 1) identify themselves as contractor personnel at meetings by introducing themselves or being introduced as contractor personnel; 2) display distinguishing badges or other visible identification for meetings with Government personnel; 3) identify themselves as contractor employees in

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telephone conversations and in formal and informal (e.g. email, email signatures) written correspondence, when using fax cover sheets, and on business cards. Letterhead, fax cover sheets, and business cards may include the "Office of Naval Research" name but shall not include the Office of Naval Research logo or any related graphic; and 4) identify themselves as contractor personnel on office name plates and marking of office space (applicable in the event of on-site contractor support is required).

3.0 KEY PERSONNEL

ONR 5252.237-9705 Key Personnel (DEC 1988)

The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel." No substitutions may be made except in accordance with this clause.

The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least 30 days in advance (45 days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph below.

Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the individual proposed at the time of proposal submission. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor in writing of his/her approval or disapproval thereof.

In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:

Labor Category	First/M/Last Name
Senior Technology Analyst	Sandra M. Buchanan
Lead Technology Specialist	Laura A. Summers

4.0 TECHNICAL DIRECTION

ONR 5252.242-9718 Technical Direction (FEB 2002)

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- (a) Performance of the work hereunder is subject to the technical direction of the COR designated in this contract, or duly authorized representative. For the purposes of this clause, technical direction includes the following:
- (1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the objectives described in the performance work statement;
 - (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.
- (b) Technical direction must be within the general scope of work stated in the task order. Technical direction may not be used to:
- (1) Assign additional work under the contract;
 - (2) Direct a change as defined in the contract clause entitled "Changes" contained in the basic SeaPort-e Contract;
 - (3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or
 - (4) Change any of the terms, conditions or specifications of the task order.
- (c) The only individual authorized to in any way amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten working days after its receipt. The Contractor shall not proceed with the work affected by the technical direction until the Contractor is notified by the Contracting Officer that the technical direction is within the scope of the task order.
- (d) Nothing in the foregoing paragraphs may be construed to excuse the Contractor from performing that portion of the work statement which is not affected by the disputed technical direction.

5.0 CONSENT TO SUBCONTRACT AND/OR HIRE CONSULTANTS

The services of the following subcontractors and consultants have been identified as necessary for the performance of this task order:

Identified Subcontractor(s)	Estimated Hours	Base/Option Period	Estimated Cost
N/A			

Identified Consultant(s)	Estimated Hours	Base/Option Period	Estimated Cost
N/A			

The preceding listing of subcontracts were evaluated during negotiations as required by Paragraph (j) of the contract clause at FAR 52.244-2 entitled "Subcontracts" and therefore do not require consent in accordance with paragraphs (c) and (e) of the Subcontracts clause. This consent is based upon the information submitted by the prime contractor in accordance with FAR 52.244-2 (e) (1) (i) through (vii).

For additional subcontracts beyond those listed above, the Contracting Officer's written consent to subcontract is only required in accordance with Paragraphs (b), (c), and (d) of FAR 52.244-2. ONR has delegated contract administration to the Administrative Contracting Officer (ACO) at the cognizant Contract Administration Office. Although ONR has provided authority to subcontract for the preceding list of subcontracts, ONR is not retaining any post award function for the consent of subcontracts in accordance with FAR 42.302(a)(51). Therefore, any consents to subcontract required in accordance with FAR 52.244-2 after task order award shall be delegated to the ACO for action by the Contracting Officer.

6.0 INCORPORATION OF THE CONTRACTOR'S TECHNICAL & PRICE PROPOSAL

Contractor's proposal number #0047 dated 25 July 2016, including any revisions thereto, is incorporated herein by reference with the same force and effect as if set forth in full text. Nothing in the contractor's proposal shall constitute a waiver of any of the terms of the contract. For purposes of FAR clause 52.215-8 "Order of Precedence", the contractor's technical proposal shall be considered a Specification but the Governments PWS shall take precedence over the contractor's proposal.

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SECTION I CONTRACT CLAUSES

Contract clauses shall be in accordance with SECTION I of the Basic IDIQ SEAPORT-E MULTIPLE-AWARD CONTRACT, and hereby incorporated by both reference and full text.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):

<http://www.acquisition.gov/far/>

<http://www.acq.osd.mil/dpap/>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any Defense Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Clause)

ADDITIONAL FAR AND DFARS CLAUSES

Clauses Incorporated by Reference

FAR 52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)
DFARS 252.203-7996	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements-Representation (DEVIATION 2016-O0003)(OCT 2015)
DFARS 252.203-7997	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2016-O0003) (OCT 2015)
DFARS 252.203-7998	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements-Representation (DEVIATION 2016-O0003) (OCT 2015)
DFARS 252.204-7008	Compliance with Safeguarding Covered Defense Information Controls (DEC 2015)
DFARS 252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2015)

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DFARS 252.227-7013	Rights in Technical Data-noncommercial Items (FEB 2014)
DFARS 252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014)
DFARS 252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)
DFARS 252.227-7027	Deferred Ordering of Technical Data or Computer Software (APR 1998)

Clauses Incorporated by Full Text

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the period of performance end date.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

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SECTION J LIST OF ATTACHMENTS

Attachment No. 1 QASP

Attachment No. 2 COR Appointment Letter - S. May

Attachment No. 3 Check-In Contractors (CTR)

Attachment No. 4 Check-Out Contractors (CTR)

Attachment No. 5 Nondisclosure Agreement (NDA)

Exhibit A: CDRL (DD Form 1423) - revised 3/7/2017

Exhibit A: CDRL (DD Form 1423) - revised 9/12/2017