

## SOLICITATION

FINAL

1. SOLICITATION NO. N00024-16-R-3127		2. AMENDMENT NO.		3. EFFECTIVE DATE 02/11/2016		4. PURCHASE REQUEST NO. H91269-5274-A012	
5. ISSUED BY Adam E Dombrowski NAVSUP FLC Norfolk, Detachment Philadelphia 700 Robbins Avenue, Bldg. 2B Philadelphia PA 19111-5083 Adam.Dombrowski@navy.mil 215-697-9703		CODE N00189		6. ADMINISTERED BY		CODE	
7. CONTRACTOR		CODE		FACILITY		8. DELIVERY DATE See Section F	
						9. CLOSING DATE/TIME 03/15/2016 1500 (hours local time – Block 5 issuing office)	
						SET ASIDE TYPE No	
						10. MAIL INVOICES TO See Section G	
11. SHIP TO  See Section D				12. PAYMENT WILL BE MADE BY CODE			
13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.				
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED	
14. ACCOUNTING AND APPROPRIATION DATA See Section G							
15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES			17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages							
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				21. UNITED STATES OF AMERICA By: CONTRACTING/ORDERING OFFICER			22. TOTAL
SECTION	DESCRIPTION			SECTION	DESCRIPTION		
B	SUPPLIES OR SERVICES AND PRICES/COSTS			H	SPECIAL CONTRACT REQUIREMENTS		
C	DESCRIPTION/SPECS/WORK STATEMENT			I	CONTRACT CLAUSES		
D	PACKAGING AND MARKING			J	LIST OF ATTACHMENTS		
E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		
F	DELIVERIES OR PERFORMANCE			L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS		
G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD		

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## SECTION B SUPPLIES OR SERVICES AND PRICES

Offerors please complete.

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	BASE YEAR: Enterprise Business Accountability System Services					
700001	Base (Fund Type - OTHER)	1.0	LO			
7001	OPTION I: Enterprise Business Accountability System Services					
700101	Option (Fund Type - OTHER) Option	1.0	LO			
7002	OPTION II: Enterprise Business Accountability System Services					
700201	Option (Fund Type - OTHER) Option	1.0	LO			
7003	OPTION III: Enterprise Business Accountability System Services					
700301	Option (Fund Type - OTHER) Option	1.0	LO			
7004	OPTION IV: Enterprise Business Accountability System Services					
700401	Option (Fund Type - OTHER) Option	1.0	LO			
7005	BASE YEAR: Enterprise Business Accountability System Services- CBRN					
700501	Base Year - CBRN (RDT&E)	1.0	LO			
7006	OPTION I: Enterprise Business Accountability System Services - CBRN					
700601	Option - CBRN (RDT&E) Option	1.0	LO			
7007	OPTION II: Enterprise Business Accountability System Services - CBRN					
700701	Option - CBRN (RDT&E) Option	1.0	LO			
7008	OPTION III: Enterprise Business Accountability System Services - CBRN					

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Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700801	Option - CBRN (RDT&E) Option	1.0	LO			
7009	OPTION IV: Enterprise Business Accountability System Services - CBRN					
700901	Option - CBRN (RDT&E) Option	1.0	LO			

For FFP Items:

Item	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	BASE YEAR: Licenses				
800001	OPTIONAL Licenses IAW Performance Work Statement 3.14 (Fund Type - OTHER)	1.0	LO		
8001	OPTION I: Licenses				
800101	OPTIONAL Licenses IAW Performance Work Statement 3.14 (Fund Type - OTHER) Option	1.0	LO		
8002	OPTION II: Licenses				
800201	OPTIONAL Licenses IAW Performance Work Statement 3.14 (Fund Type - OTHER) Option	1.0	LO		
8003	OPTION III: Licenses				
800301	OPTIONAL Licenses IAW Performance Work Statement 3.14 (Fund Type - OTHER) Option	1.0	LO		
8004	OPTION IV: Licenses				
800401	OPTIONAL Licenses IAW Performance Work Statement 3.14 (Fund Type - OTHER) Option	1.0	LO		

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
9000	BASE YEAR: Travel & Miscellaneous			
900001	ODC in support of CLIN 7000 & 7005 (Fund Type - OTHER)	1.0	LO	
9001	OPTION I: Travel & Miscellaneous			

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Item	Supplies/Services	Qty	Unit	Est. Cost
900101	ODC in support of CLIN 7001 & 7006 (Fund Type - OTHER) Option	1.0	LO	
9002	OPTION II: Travel & Miscellaneous			
900201	ODC in support of CLIN 7002 & 7007 (Fund Type - OTHER) Option	1.0	LO	
9003	OPTION III: Travel & Miscellaneous			
900301	ODC in support of CLIN 7003 & 7008 (Fund Type - OTHER) Option	1.0	LO	
9004	OPTION IV: Travel & Miscellaneous			
900401	ODC in support of CLIN 7004 & 7009 (Fund Type - OTHER) Option	1.0	LO	

#### LEVEL OF EFFORT (COST TYPE CONTRACT)(JUN 1995)

(a) The level of effort for the performance of this task order during the period from the start of performance to twelve months thereafter is based upon 60,480 estimated manhours of direct labor. If all options are exercised by the government, the level of effort for the performance of this task order will be increased by an additional 241,920 estimated manhours of direct labor, for a total level of effort of 302,400 estimated manhours of direct labor.

LEVEL OF EFFORT	BASE	OPT I	OPT II	OPT III	OPT IV
Program Manager	1920	1920	1920	1920	1920
Business Process Improvement Analyst	960	960	960	960	960
Auditor	1920	1920	1920	1920	1920
Project Manager	5760	5760	5760	5760	5760
Subject Matter Expert - Senior	1920	1920	1920	1920	1920
Subject Matter Expert - Junior	5760	5760	5760	5760	5760
Solution Architect	1920	1920	1920	1920	1920
Applications Systems Analyst	11520	11520	11520	11520	11520
Program Analyst	9600	9600	9600	9600	9600
Applications Developer	9600	9600	9600	9600	9600
Support Specialist	9600	9600	9600	9600	9600
TOTAL:	60,480	60,480	60,480	60,480	60,480

NOTE: The estimated level of effort above is based on the presumption of an average of a 40-hour work-week. It is not currently anticipated that performance under any task order placed against this contract will require an average work week in excess of 40 hours, but it is possible that such a requirement might arise under an individual task order.

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(b) For the purposes of paragraph (e) below, the Estimated Total Hours shall be the number of hours associated with the base ordering period as increased by the number of hours associated with any exercised option ordering periods.

(c) As noted in FAR 37.115 use of uncompensated overtime is not encouraged. Uncompensated overtime is defined in FAR 52.237-10 as "the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours." The Estimated Total Hours identified exclude holidays, vacation days, sick days and other employee absences.

(d) CPFF task orders resulting from task order solicitations will be primarily term type, however, the Government does reserve the right to issue completion type orders, if appropriate. The number of hours expended per month under each resulting term-type task order shall be commensurate with the pursuit of performance of the task order's statement of work, provided that such fluctuation does not result in the utilization of the task order hours prior to the expiration of the task order. The number of hours for any labor category may be utilized by the contractor for any other labor category if necessary in performance of the contract.

(e) For CPFF term-type task orders, the number of hours identified in the task order level-of-effort shall be considered against the MAC program's Estimated Total Hours. For CPFF completion-type task orders, the hours proposed (to include proposed subcontractor hours) shall be considered against the MAC program's Estimated Total Hours. For any resultant fixed-price task orders, the hours proposed (to include proposed subcontractor hours) shall be considered against the MAC program's Estimated Total Hours.

(f) The Contracting Officer may place orders in excess of the MAC program's Estimated Total Hours until the MAC program's total estimated cost has been expended. The Contracting Officer may also place orders in excess of the MAC program's total estimated cost until the MAC program's Estimated Total Hours have been expended. In no event, however, will the Contracting Officer, pursuant to this paragraph (e), place orders in excess of the MAC program's Estimated Total hours if the Contracting Officer has placed orders in excess of the MAC program's total estimated cost. Nor will the Contracting Officer, pursuant to this paragraph (e), place orders in excess of the MAC program's total estimated cost if the Contracting Officer has placed orders in excess of the MAC program's Estimated Total Hours. The Contracting Officer may extend the MAC contracts' periods in order to place orders up to the MAC program's total estimated cost and the Estimated Total Hours.

(g) If at any time during this contract the contractor expends in excess of 85% of the available estimated man-hours of direct labor (at the individual contract and task order levels), the contractor shall immediately notify the Contracting Officer in writing. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause entitled "Limitation of Cost" and/or "Limitation of Funds."

## **PAYMENT OF FIXED FEE**

The fixed fee for work performed under this contract is TBD provided that approximately 302,400 hours of technical effort are employed by the contractor in performance of this contract. If substantially fewer than 302,400 hours of technical effort are employed, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make monthly payments of the fixed fee at the rate of TBD per direct labor hour invoiced by the contractor. All payments shall be in accordance with the provisions of FAR 52.216-8, "Fixed Fee," and FAR 52.216-7, "Allowable Cost and Payment." Payments shall be subject to the withholding provisions of Paragraph (b) of FAR 52.216-8, provided that the total of all such monthly payment shall not exceed eighty-five (85%) percent of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any over-payment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government at the time of final payment.

## **REIMBURSEMENT OF TRAVEL COSTS (OCT 1998)**

### **(a) Travel**

(1) Area of Travel. Performance under this task order may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all needed arrangements for his personnel. This includes but is not limited to the following: Medical Examinations, Immunization, Passports, visas, etc., Security Clearances

All contractor personnel required to perform work on any U.S. Navy vessel will have to obtain boarding authorization from the Commanding Officer of the vessel prior to boarding.

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(2) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract and determined to be in accordance with FAR subpart 31.2, subject to the following provisions: Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in FAR 31.205-46.

(3) Travel. Travel, subsistence, and associated labor charges for travel time are authorized, whenever a task assignment requires work to be accomplished at a temporary alternate worksite. Travel performed for personal convenience and daily travel to and from work at contractor's facility will not be reimbursed.

(4) Per Diem. Per diem for travel on work assigned under this contract will be reimbursed to employees consistent with company policy, but not to exceed the amount authorized in the Department of Defense Joint Travel Regulations.

(5) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraphs C8101.2C or C81181.3B(6) of the DOD Joint Travel Regulations, Volume 2.

(6) Air/Rail Travel. In rendering the services, the contractor shall be reimbursed for the actual costs of transportation incurred by its personnel not to exceed the cost of tourist class rail, or plane fare, to the extent that such transportation is necessary for the performance of the services hereunder and is authorized by the Ordering Officer. Such authorization by the Ordering Officer shall be indicated in the order or in some other suitable written form.

NOTE: To the maximum extent practicable without the impairment of the effectiveness of the mission, transportation shall be tourist class. In the event that only first class travel is available, it will be allowed, provided justification therefore is fully documented and warranted.

(7) Private Automobile. The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the contractor at the mileage rate allowed by Joint Travel Regulations. Authorization for the use of privately owned conveyance shall be indicated on the order. Distances traveled between points shall be shown in standard highway mileage guides. Any deviations from distance shown in such standard mileage guides shall be explained by the traveler on his expense sheet.

(8) Car Rental. The contractor shall be entitled to reimbursement for car rental, exclusive of mileage charges, as authorized by each order, when the services are required to be performed outside the normal commuting distance from the contractor's facilities. Car rental for TDY teams will be limited to a rate of one car for every four (4) persons on TDY at one site.

(End of Provision)

#### **PERSONNEL QUALIFICATIONS (NAVSUP 5252.237-9401)(JAN 1992)**

(a) Personnel assigned to or utilized by the Contractor in the performance of this Order shall, as a minimum, meet the experience, educational, or other background requirements set forth in the Performance Work Statement and shall be fully capable of performing in an efficient, reliable, and professional manner.

(b) If the Government questions the qualifications or competence of any person performing under the Order, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

(c) The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in the task order. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Contracting Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

See Attachment: Performance Work Statement - EBAS

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## **SECTION D PACKAGING AND MARKING**

All Deliverables shall be packaged and marked IAW Best Commercial Practice.



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## **SECTION E INSPECTION AND ACCEPTANCE**

### **INSPECTION AND ACCEPTANCE (SERVICES) (OCT 1992)**

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

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## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

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

700001	4/27/2016 - 4/26/2017
700501	4/27/2016 - 4/26/2017
800001	4/27/2016 - 4/26/2017
900001	4/27/2016 - 4/26/2017

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

700101	4/27/2017 - 4/26/2018
700201	4/27/2018 - 4/26/2019
700301	4/27/2019 - 4/26/2020
700401	4/27/2020 - 4/26/2021
700601	4/27/2017 - 4/26/2018
700701	4/27/2018 - 4/26/2019
700801	4/27/2019 - 4/26/2020
700901	4/27/2020 - 4/26/2021
800101	4/27/2017 - 4/26/2018
800201	4/27/2018 - 4/26/2019
800301	4/27/2019 - 4/26/2020
800401	4/27/2020 - 4/26/2021
900101	4/27/2017 - 4/26/2018
900201	4/27/2018 - 4/26/2019
900301	4/27/2019 - 4/26/2020
900401	4/27/2020 - 4/26/2021

Services to be performed hereunder will be provided at (insert specific address and building etc.)

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## SECTION G CONTRACT ADMINISTRATION DATA

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

NOTE TO QUOTERS: The goal for quoters' Small Business Subcontracting Plan for this requirement is 20% of the level of effort. See FAR 52.219-9 for details.

### 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).

\*\*

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

\*\*

(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.

*Field Name in WAWF Data to be entered in WAWF*

\*\*

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(1) 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.

(2) 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.

\*\*

(b) WAWF point of contact.

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

\*\*

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

*\*\*To be determined at contract award*

(End of clause)

#### **SECURITY ADMINISTRATION (FISC DET PHILA) (OCT 1992)**

The highest level of security that will be required under this task order is TOP SECRET as designated on DD Form 254 attached hereto and made a part hereof.

The quoter should indicate the name, address and telephone number of the cognizant security office;

The facilities to be utilized in the performance of this effort have been cleared to TOP SECRET level.

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The quoter should also provide the above information on all proposed subcontractors who will be required to have a security clearance.

**PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (JAN 2011)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the task order that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon task order completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### LIMITATION OF LIABILITY - INCREMENTAL FUNDING (NAVSUP 5252.232-9400) (JAN 1992)

This task order is incrementally funded and the amount currently available for payment hereunder is limited to \$ \_\_\_\_\_ \* \_\_\_\_\_ inclusive of fee. It is estimated that these funds will cover the cost of performance through \_\_\_\_\_ \* \_\_\_\_\_. Subject to the provisions of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the General Provisions of this task order, no legal liability on the part of the Government for payment in excess of \$ \_\_\_\_\_ \* \_\_\_\_\_ shall arise unless additional funds are made available and are incorporated as a modification to this task order.

*\*To be determined at award*

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

(a) The Contracting Officer hereby designates the following individual as Contracting Officer's Representative (s) (COR) for this task order: \*

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

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the task order, or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the task order.

(d) It is emphasized that only a Contracting officer has the authority to modify the terms of the task order, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic task order between the contractor and any other person be effective or binding on the Government. When/if, in the opinion of the contractor, an effort outside the existing scope of the task order is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor under such direction unless the PCO or ACO has issued a contractual change or otherwise resolved the issue.

*\*To be determined at award*

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## SECTION I CONTRACT CLAUSES

### THE FOLLOWING CLAUSE IS INCORPORATED BY REFERENCE:

**52.245-1 GOVERNMENT PROPERTY**  
**252.211-7007 REPORTING OF GOVERNMENT FURNISHED PROPERTY**  
**252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY**  
**252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY**  
**252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION**  
**252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL**

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 15 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 five years.

### NOTICE OF INTENT TO RESOLICIT (DFAR 252.215-7007)(JUN 2012)

This solicitation provides offerors fewer than 30 days to submit proposals. In the event that only one offer is received in response to this solicitation, the Contracting Officer may cancel the solicitation and resolicit for an additional period of at least 30 days in accordance with [215.371-2](#).

(End of provision)

### ONLY ONE OFFER (DFAR 252.215-7008)(OCT 2013)

(a) After initial submission of offers, the Offeror agrees to submit any subsequently requested additional cost or pricing data if the Contracting Officer notifies the offeror that—

- (1) Only one offer was received; and
- (2) Additional cost or pricing data is required in order to determine whether the price is fair and reasonable or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a and FAR 15.403-3).

(b) *Requirement for submission of additional cost or pricing data.* Except as provided in paragraph (c) of this provision, the Offeror shall submit additional cost or pricing data as follows:

(1) If the Contracting Officer notifies the Offeror that additional cost or pricing data are required in accordance with paragraph (a) of this clause, the data shall be certified unless an exception applies (FAR 15.403-1(b)).

(2) *Exceptions from certified cost or pricing data.* In lieu of submitting certified cost or pricing data, the Offeror may submit a written request for exception by submitting the information described in the following paragraphs.

The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

- (i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by

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periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the Offeror shall submit, at a minimum information on prices at which the same item or/ similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market; or

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(3) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Offeror's determination of the prices to be offered in the catalog or marketplace.

(4) *Requirements for certified cost or pricing data.* If the Offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(i) The Offeror shall prepare and submit certified cost or pricing data and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used, unless the Contracting Officer and the Offeror agree to a different format.

(ii) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with [225.870-4\(c\)](#), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [*U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification*].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award



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unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror. (d) If negotiations are conducted, the negotiated price should not exceed the offered price. (End of provision)

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## **SECTION J LIST OF ATTACHMENTS**

Past Performance Information Form

Contract Administration Plan (CAP) for Cost Type

DD Form 254

Performance Work Statement

Section L Submission of Quotes

Section M Evaluation Criteria and the Basis for Award

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## **SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

The requirement for Annual Representation and Certifications at 52.204-8 applies at the basic multiple award contract (MAC) level for each Offeror. Offerors are not required to submit representation or certifications in response to this solicitation or its subsequent Task Order award, if any. All requests for representation or rerepresentation shall come from the MAC Contracting Officer in accordance with the terms of the basic contract.

The Ordering Officer will consider quoter's size/socioeconomic status as defined within the SeaPort-e portal at the following web address:

<https://auction.seaport.navy.mil/Bid/PPContractListing.aspx>

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## **SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

See Attachment: Section L Submission of Quotes

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## **SECTION M EVALUATION FACTORS FOR AWARD**

See Attachment: Section M Evaluation Criteria and the Basis for Award