

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>S</b>	PAGE OF PAGES <b>1   13</b>
2. AMENDMENT/MODIFICATION NO. <b>P00006</b>	3. EFFECTIVE DATE <b>26-Jan-2012</b>	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY ARMY CONTRACTING COMMAND-NCR 200 STOVALL STREET ALEXANDRIA VA 22332-1800	CODE <b>W91QUZ</b>	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) PRAGMATICS, INC. BROOKS EMMONS 7926 JONES BRANCH DR STE 711 MCLEAN VA 22102-3603		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. <b>W91QUZ-07-D-0002</b>		
		X 10B. DATED (SEE ITEM 13) <b>04-Dec-2006</b>		
CODE <b>41839</b>	FACILITY CODE <b>41839</b>			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 _____ copies 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 ACKNOWLEDGMENT 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.				
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
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.				
X 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:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.) Modification Control Number: <b>agree12684</b> See Continuation Page				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) VALERIE BOSTICK / CONTRACTING OFFICER TEL: 703-325-3337 EMAIL: Valerie.Bostick@us.army.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Valerie Bostick</i> (Signature of Contracting Officer)	16C. DATE SIGNED <b>26-Jan-2012</b>	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**TRANSFER INFORMATION

1. The purpose of this modification is to transfer Contract W91QUZ-07-D-0002 and all respective contracting responsibilities as follows:

## FROM:

Address: Army Contracting Command-NCR  
200 Stovall Street  
Alexandria, VA 22332-1800

DoDAAC: W91QUZ

Sector/Group Chief: Jana Weston  
Phone: (703) 428-0157  
Email: [Jana.L.Weston.civ@mail.mil](mailto:Jana.L.Weston.civ@mail.mil)

Contracting Officer: Christos J. Daoulas  
Phone: (703) 428-0166  
Email: [Christos.J.Daoulas.civ@mail.mil](mailto:Christos.J.Daoulas.civ@mail.mil)

## TO:

Address: Army Contracting Command-Rock Island  
1 Rock Island Arsenal  
Rock Island, IL

DoDAAC: W52P1J

Branch/Group Chief: Suzanne C. Yackley  
Phone: (309) 782-1466  
Email: [Suzanne.C.Yackley.civ@mail.mil](mailto:Suzanne.C.Yackley.civ@mail.mil)

Contracting Officer: Justin D. Trine  
Phone: (309) 782-5096  
Email: [Justin.D.Trine.civ@mail.mil](mailto:Justin.D.Trine.civ@mail.mil)

2. Effective upon full execution of this modification, Army Contracting Command-Rock Island is responsible for all open actions and administrative contracting responsibilities associated with this contract.
3. All other terms and conditions remain unchanged.

**SUMMARY OF CHANGES**

## SECTION A - SOLICITATION/CONTRACT FORM

The 'issued by' organization has changed from

NCRCC - ITEC4  
2461 EISENHOWER AVENUE  
ALEXANDRIA VA 22331-1700

to

ACC - ROCK ISLAND CONTRACTING CENTER  
CCRC-DC, 1 ROCK ISLAND ARSENAL  
ROCK ISLAND IL 61299-8000

The 'administered by' organization has changed from

NCRCC - ITEC4  
2461 EISENHOWER AVENUE  
ALEXANDRIA VA 22331-1700

to

ACC - ROCK ISLAND CONTRACTING CENTER  
CCRC-DC, 1 ROCK ISLAND ARSENAL  
ROCK ISLAND IL 61299-8000

The following have been modified:

SECTION A

A.1 Government's Contract Administration:

The basic contract will be administered by the office indicated in SF33, Block 7. Individual orders will be administered as designated in the order.

ACC-RI Contracting Office:

Contracting Officer:	Justin D. Trine
E-mail address:	<a href="mailto:Justin.D.Trine.civ@mail.mil">Justin.D.Trine.civ@mail.mil</a>
Telephone number:	(309) 782-5096

Contract Specialist:	TBA
E-mail address:	
Telephone number:	

Ombudsman:	TBA
E-mail address:	
Telephone number:	

Computer Hardware, Enterprise Software and Solutions (CHESS):

Contracting Officer's Representative:	Deidre Harris
E-mail address:	<a href="mailto:deidre.e.harris.civ@mail.mil">deidre.e.harris.civ@mail.mil</a>
Telephone number:	(703) 806-8262

A.2 Contractor's Contract Administration:

Contractor's Administration Office:

Address:  
(if different than SF33, Block 15A) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Point of contact: Kimmy Duong

Telephone number: (703) 761-4033 x1102

E-mail address: duongk@pragmatics.com

Authorized Contractor Representative:  
(Contractual Binding/Negotiation Authority)

Name and Title: Kimmy Duong, Chief Financial Officer

Telephone number: (703) 761-4033 x 1102

E-mail address: duongk@pragmatics.com

Remittance Address (SF33, Block 15C):

Electronic Funds Transfer (EFT) payment shall be made as follows:

Financial institution address: Chevy Chase Bank  
Chevy Chase, MD  
Attn: Garry Waller (301) 987-2265

Routing transit number: Chevy Chase Bank  
255071981  
\_\_\_\_\_

Depositor account number: Pragmatics, Inc.  
014378868  
\_\_\_\_\_

If not paying via EFT, payment shall be made to the following address:

Contractor's designated address: \_\_\_\_\_  
\_\_\_\_\_

Point of contact: \_\_\_\_\_

Telephone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

A.3 Invoice Submittal Address (SF 33, Block 23):

The address for invoice submission shall be identified on each individual order. Invoice submission shall be in accordance with the respective "Invoice" clause as identified in the individual order.

A.4 Payment Office (SF 33, Block 25):

The payment office shall be identified on each individual order. The procedures for payment shall be in accordance with the respective "Payment" clause, as identified in the individual order.

## SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

### SECTION G

#### G.1 Contractor's Proposal .

The Contractor's Proposal, or portions thereof, may be incorporated into the contract.

#### G.2 Post-Award Conference

The Contractor agrees to attend a Post-Award Conference convened by the contracting activity in accordance with Federal Acquisition Regulation Subpart 42.5.

#### G.3 Start-up Period

The contract start-up period is 60 calendar days commencing upon Government issuance of notice to proceed. The Contractor, at the conclusion of the 60 calendar days period, following issuance of the notice to proceed, shall accept orders. During that period the contractor shall:

- (1) Develop an ordering guide and a website which shall be provided to the Government for review;
- (2) Secure required personnel;
- (3) Develop a procedure to process and obtain logistics support privileges (South Korea only) approvals;
- (4) Coordinate for security clearances (interim clearances will be requested until final clearances are issued, if required);

(5) Provide labor categories and pricing to CHES for inclusion in the CHES *it e-mart* (See Section G, Contract Management);

(6) Provide sample copies of required reports to CHES for review and approval (See Section G, Contract Management);

(7) Provide a complete list of the Program Management team, to include names, positions, phone numbers, and email addresses; and

(8) Provide documents resulting from the Performance-based Sample Task Order, as requested.

#### G.4 Contract Management

(a) Contract Management. The Contractor shall maintain a status review process for planning and controlling the activities necessary to meet the requirements of this contract.

(b) Meetings and Conferences. During the life of the contract, periodic meetings will be held at both Contractor and Government sites. Contractor's shall attend the meetings in order to review program status, assess contractor performance, refine current processes, and plan future actions. The Computer Hardware, Enterprise Software and Solutions (CHES) conducts the Army Information Technology (AITC) conference (minimum of one maximum of two per year) at various locations for the conference. Participation in meeting and conferences shall be at no additional cost to the government.

(c) Contract Management Reports. All contract management deliverables shall be delivered to CHES for review and comment or approval. The Contractor shall submit reports as indicated below. All reports shall be submitted electronically to CHES at the following email address: CHES-VndrRpts@conus.army.mil. Contract management and reports shall be provided at no additional charge to the government. A report for "no activity" is required via email message. All reports are to be provided in the specific layout and format specified in Section J, Attachment 3.

The Government intends to move all reports to an HTML format during the life of the contract. The Contractor, when instructed by the Government, will provide all reports in HTML format, at no additional cost.

(1) Order Transactions Report. The Contractor shall provide a monthly Order Transaction report to the CHES for inclusion to its Order Tracking Database. The monthly submission shall be used for reporting new orders or new order modifications that have not been previously reported. The specific file layout definition and submission instructions are specified in Exhibit 1.

(2) Monthly Task Order Status Report (MTOSR). The Contractor shall provide a MTOSR to the CHES by the 15th of each month. The report shall include a brief summary of significant activities, problems and developments occurring during the reporting period, as well as progress made at the Task Order level. It provides an activity summary by order number. A sample format is specified in Exhibit 2.

(3) Evaluation of Contractor's Task Order Performance. At Task Order completion or renewal, the contractor shall submit a request for a performance evaluation to the Order Contracting Officer's Representative (OCOR) or his/her designated representative. The (OCOR) or his/her designated representative, shall complete these evaluations for each task order, regardless of dollar value, within 30 days of completion. Performance evaluations shall also be completed annually for orders that have a performance period in excess of one year. Annual performance evaluation shall be completed within 30 days of task order renewal. Performance evaluations may also be done as otherwise considered necessary throughout the duration of the order (but generally no more than quarterly).

The performance evaluations will be located on the CHES website at <https://ches.army.mil/ascp/commerce/staticPages/ctorpp.jsp>. An example of the performance evaluation form is

provided at Exhibit 3. The ITES-2S COR will provide the Contractor with a summary of all performance reviews for comment as part of the Vendor Contract Review meeting.

(4) Small Business Subcontracting Participation Plan Report. The Contractor shall provide the ITES-2S Small Business report to CHESS and ACC-RI by the 15th of each month. The specific file layout definition and submission instructions are specified in Exhibit 4.

(5) IT e-mart Online Catalog Information. The contractor shall provide a product attribute file at contract startup, and as required during the life of the contract. The specific file layout definition and submission instructions are specified in Exhibit 5.

(6) Performance-based Progress Report. The Contractor shall provide a report on a quarterly basis to report the performance-based aspects (proposed measures/metrics and incentives/disincentives). Submission of this report will commence at least within six months after receipt of initial task order. The report shall be submitted by the 15th of the month following the end of a quarter.

(7) Additional reports shall be provided as required in individual orders.

#### G.5 Contract Administration

(a) Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of the contract requires maximum coordination between the Government and the contractor. The following provides the roles and their respective authority during the performance of the contract:

(1) Contracting Officer (KO). The KO is the only person authorized to direct changes in any of the requirements under this contract, and, notwithstanding any provisions contained elsewhere in this contract, said authority remains solely in the KO. In the event the Contractor effects any such change at the direction of any person other than the KO, the change will be considered to have been made without authority and solely at the risk of the Contractor.

All contract administration will be effected by the KO. Communications pertaining to contractual administrative matters shall be addressed to the KO. No changes in or deviation from the terms and conditions shall be effected without a written modification to the contract executed by the KO authorizing such changes.

(2) Contracting Officer's Representative (COR). The KO shall designate contract level CORs during the term of this contract, DFARS clause 252.201-7000 "Contracting Officer's Representative". COR will provide assistance in identification and resolution of problems, conflicts in priority, subtask requirement definitions, and other operations type problems.

(3) Task Order Contracting Officers (TO KO). TO KO within the Army, Department of Defense, and other Federal agencies are authorized to place orders within the terms of this contract and within the expert of their authority. They are not authorized to make changes to the contract terms. TO KO authority is limited to the individual task orders.

(4) Task Order Contracting Officer's Representative (TO COR). The TO KO may designate individuals to act as TO COR under any resultant task order. Order TO CORs may provide technical guidance in direction of the work, but they will not be authorized to change any of the terms and conditions of the contract or order. Order TO CORs will be designated by a letter of appointment from the TO KO.

(5) Contractor. The Contractor shall not accept any instructions issued by any person employed by the U.S. Government or otherwise, other than the KO, or the TO COR acting within the limits of his or her authority.

The Contractor shall not in any way represent that he is a part of the U. S. Government or that he has the authority to contract or procure supplies for the account of the United States of America

## G.6 Submittal and Payment of Invoices

(a) The contractor shall submit a proper invoice in accordance with Section I, FAR clause 52.232-25 "Prompt Payment". Invoices shall be submitted in accordance with Section I, DFARS clause 252.232-7003 "Electronic Submission of Payment Requests".

(b) Invoice submission and payment shall be in accordance with the respective "Payment" clause and other clauses and instructions depending on the respective contract type, as identified in individual task orders.

(1) Fixed priced invoices shall be submitted pursuant to Section I, FAR clause, 52.232-1, "Payments".

(2) Time and Materials invoices shall be submitted pursuant to Section I, FAR clause 52.232-7, "Payments under Time and Material and Labor Hour Contracts".

(3) Cost-Reimbursement invoices shall be submitted pursuant to Section I, FAR clause 52.216-7, "Allowable Cost and Payment",

(c) Payment Of Invoices. The contractor shall provide the proper invoice and receiving report in accordance with Section I, DFARS clause 252.232-7003 "Electronic Submission of Payment Requests". Payment will be made by the payment office designated in the individual task order. The Government payment office will not make disbursement to the Contractor without evidence of receipt and acceptance or certification of the items invoiced from the Order COR or other government representative as indicated in the individual task order.

(d) Contractor's failure to comply with the instructions above will render the invoice as improper, and resubmission of the invoice will be required in order to obtain invoice payment.

## G.7 Ordering

(a) Ordering will be decentralized. Ordering under the contract is authorized to meet the needs of the Army, Department of Defense, other Federal Agencies . Task Orders may be placed by any Contracting Officer in the Army, Department of Defense, and other Federal Agency .

(b) Any request for deviation from the terms of this Contract must be submitted to Contracting Officer as identified in A.2.

(c) All orders issued under this contract are subject to the terms and conditions of this contract. The contract takes precedence in the event of conflict with any order.

(d) All services under this contract will be ordered by issuance of written task orders in accordance with FAR subpart 16.5, Indefinite Delivery Contracts as implemented by DFARS 216.505, Indefinite Delivery Contracts. An appropriate order form (DD Form 1155) shall be issued for each order.

(e) The TO KO will initiate the task order process by the issuing a Task Order Request (TOR). All TORs will be issued via the CHESSE *it e-mart*, <https://ascp.monmouth.army.mil/scp/index.jsp>. All task orders placed under this contract shall be in accordance with the Section J, Attachment 4, Task Order Procedures.

(f) The Contractors shall respond to all TORs within the proposal submission date, as specified in the TOR submittal instructions.

(g) The contractors are required to submit a response to all TORs. If unable to perform a requirement, the contractor shall submit a "no bid" reply in response to the TOR. All "no bids" shall include a brief statement as to why the vendor is unable to perform, e.g., conflict of interest.

(h) The contractor is responsible for all bid and proposal costs incurred in performance of the contract.

(i) Performance under orders shall commence only after receipt of an executed order via facsimile, e-mail, or by verbal direction from the TO KO. If verbal direction is given, written confirmation will be provided within five working days of the verbal order. The Government shall not be obligated to reimburse the Contractor for work performed, items delivered, or any costs incurred, nor shall the Contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by duly executed orders.

(j) The TO KO reserves the right to withdraw and cancel a task if issues pertaining to the proposed task arise that cannot be satisfactorily resolved. In accordance with 10 U.S. Code 2304c(e) and FAR 16.505(b)(5), ITES-2S contractors that are not selected for award under a task order competition may seek independent review by the designated Ombudsman for the ITES-2S contracts. The Army Contracting Command-Rock Island Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered for each task order, consistent with the procedures in this contract. The designated Ombudsman is identified in A.2. In accordance with FY08 Authorization Act, Section 843, GAO will entertain a protest filed on or after May 27, 2008, for TO valued at more than \$10M. Procedures for protest are found at 4CFR Part 21 (GAO Bid Protest Regulations).

## SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

ATTACH 4 TO PROCEDURES

Attachment 4

Task Order Procedures

(a) Definitions

“Fair Opportunity To Be Considered” means a process by which the Task Order Contracting Officer, after considering the circumstances of a given requirement, evaluates each contract holder’s ability to fulfill those requirements.

“Solutions Based Contract” means a contract encompassing the ability to obtain a complete solution under one contract vehicle from the analysis of hardware/software implementation to ongoing operation support of an IT solution. This may include the acquisition of hardware, software, and other products, as well as, incidental construction as part of the total solution (See respective provisions in Section B and Section H). In obtaining the IT solution, the portion of services and other products provided may vary to deliver the service/solution required.

ITES-2S is a solutions based contract and the contractor’s will be required to provide IT solutions services through the issuance of Task Orders (TOs). The IT solution services, including task and subtask areas, are indicated in Section C, Statement of Objectives. Samples of “total solutions”, as required by ordering agencies, may encompass solutions including, but not limited to the following:

- A single task area, or involving functions from multiple task areas;
- Determination of the IT solutions required including providing specific technical details for implementation, and implementation of the solution;
- Acquisition, installation, fielding, training, operation, and life-cycle management of components and systems in the operational environments of US Army, DoD, and other Federal agencies.

-Providing hardware, software, incidental construction, or telecommunications products, in conjunction with all services needed to integrate a system, network, or other platform in order to meet a customer's mission requirement;

"Ordering" terms are identified in Section G clause, "Ordering".

(b) Ordering Process

Authority. The Task Order Contracting Officer (TO KO) will provide each contract holder with a fair opportunity to be considered for each Task Order. Orders under this contract are subject to FAR subpart 16.505 (orders exceeding \$2,500 and up to \$100,000), supplemented with respect to orders on behalf of DoD for services exceeding \$100,000, by DFARS 216.505-70.

Each order for services exceeding \$100,000 shall be placed on a competitive basis in accordance with DFARS 216.505 unless the TO KO waives the requirement on the basis of a written determination, using the justification and approval format in FAR 6.302-1. This competition requirement applies to orders placed by non-DoD agencies on behalf of DoD. Competition requirements are met only if the TO KO--

(1) Provides a notice of intent to purchase to all contractors under the contract, including a description of work to be performed and the basis upon which the selection will be made; and

(2) Affords all contractors responding to the notice a fair opportunity to submit an offer and to be fairly considered.

Waivers. Waivers that can be considered, are:

(1) the customer's need for services is of such urgency that providing such opportunity would result in unacceptable delays;

(2) only one contractor is capable of providing services required at the level of quality required because the services ordered are unique or highly specialized;

(3) the order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order;

(4) it is necessary to place an order to satisfy a minimum guarantee; or

(5) a statute expressly authorizes or requires that the purchase be made from a specified source (only applicable if services exceed \$100,000).

(c) Task Order Request (TOR)

The TO KO will issue a Task Order Request (TOR) to all contractors unless a waiver has been documented. The TO KO should keep proposal submission requirements to a minimum. The contractors will submit a proposal as indicated in the TOR. Consider incorporating the following events or TO strategies in your TOR process, as applicable to your requirement:

(1) Release a Draft TOR for question and answer session;

(2) Conduct a site visit, due diligence session or TOR conference;

(3) Evaluate on the basis of oral proposals;

(4) Establish a web link to provide access to reference materials, or other appropriate task related

Information; and

## (5) Include priced option years

A TOR will include the following:

(1) Include a TOR transmittal letter identifying: TO strategy, contract type, proposal receipt date and time, estimated contract start date, period of performance, name of incumbent contractor, and any other related information that is not contained in the other documentation.

(2) Either a Statement of Work (SOW), Performance Work Statement (PWS) or Statement of Objectives (SOO) (performance-based orders must be used to the maximum extent possible as required by FAR 37.102; Army requires justification for other than performance based)

(3) Instructions for submission of proposals, selection criteria factors, and other information deemed appropriate for the respective order. The TO KO, in conjunction with the requiring activity, may consider the following criteria (price or cost must be a factor in the selection criteria).

Technical/Management Approach

- Understanding of the requirement
- Technical and management approach
- Staffing Plan (e.g., skill mix, personnel experience or qualifications and their personnel availability, performance location)
- Areas of expertise
- Past performance on prior task orders under this contract (e.g., approach, personnel, responsiveness, timeliness, quality, and cost control) (Past Performance Information Management System (PPIMS) or Past Performance Information Retrieval System (PPIRS) may be utilized, in lieu of requesting past performance information)
- Current distribution of workload
- Knowledge of the customer's organization
- Teaming arrangements (including subcontracting)
- Security (including clearance level)
- Performance-based approach
- Other specific criteria as applicable to the individual TO

Cost/Price

This part of the proposal will vary depending upon the contract type planned for the TO. It should include detailed cost/price amounts of all resources required to accomplish the TO, (labor hours, rates, travel, etc.). When competing for TO awards, the contractor is permitted to propose labor rates that are lower than those originally proposed and established in the Labor Rate Table, Section J, Attachment 1. The contractor shall fully explain the basis for proposing lower rates. The proposed, reduced labor rates will not be subject to audit, however, the rates will be reviewed to ensure the Government will not be placed at risk of nonperformance. The reduced labor rates will apply only to the respective TO and will not change the fixed rates in Labor Rate Tables. The level of detail required shall be primarily based on the contract type planned for use, as further discussed below.

-Fixed Price (FP) and Time and Materials (T&M). The proposal shall identify labor categories in accordance with the Labor Rate Tables, and the number of hours required for performance of the task. The proposal must identify and justify use of all non-labor cost elements. It must also identify any GFE and/or GFI required for task performance. If travel is specified in the TOR, air fare and/or local mileage, per diem rates by total days, number of trips and number of contractor employees traveling shall be included in the cost/price proposal. Other information shall be provided as requested in the proposal request.

-Cost-Reimbursement. Both "sanitized" and "unsanitized" cost/price proposals will be required for cost-reimbursement type task orders only. "Unsanitized" cost proposals are complete cost proposals which include all required information. "Sanitized" cost proposals shall exclude all company proprietary or sensitive data, but must include a breakdown of the total labor hours proposed and a breakout of the types and associated costs of all proposed ODCs. Unless otherwise noted, unsanitized proposals will only be provided to the TO KO, while sanitized

proposals will be provided to the requiring activity. Cost/price proposals shall include, as a minimum, unless otherwise indicated in the proposal request, a complete Work Breakdown Structure (WBS), which coincides with the detailed technical approach; and provides proposed labor categories, hours, wage rates, direct/indirect rates, ODCs and fee. Cost-reimbursement proposals shall be submitted in accordance with FAR 52.215-20 - Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data.

(d) Award

After evaluation of proposals in accordance with the selection criteria, negotiations may be held. Otherwise, the Government will issue a TO (using an appropriate form DD1155) to the contractor whose proposal is most advantageous to the Government. Notification of award shall be provided to the participating contractor's, including, at minimum, the awardee and award amount. In addition to any other data that may be called for in the contract, the following information shall be specified in each order as applicable:

- (1) Date of order;
- (2) Contract and order number (Note: Order numbering shall be in accordance with DFARS 204.7004 – Only the issuing office (ACC-RI) is authorized to use the numbers 0001-9999). Contractors placing orders pursuant to FAR 51 authorization may use their own order numbers in accordance with their standard ordering formats, as long as their order numbers are not duplicative of Government order numbers assigned in accordance with this paragraph;
- (3) Point of contact (name), commercial telephone and facsimile number, and e-mail address;
- (4) TO KO's commercial telephone number and e-mail address;
- (5) Description of the services and supplies to be provided, quantity, unit price and extended price, or estimated cost and/or fee/incentives;
- (6) Performance period, including any option periods, for services and delivery of supplies, if applicable;
- (7) Address of place of performance or delivery, if applicable;
- (8) Packaging, packing, and shipping instructions, if any;
- (9) Accounting and appropriation data and Contract Accounting Classification Reference Number (ACRN). (DFAS requires an ACRN(s) on all orders.)
- (10) Specific instructions regarding how payments are to be assigned when an order contains multiple ACRNs, to permit the paying office to charge the accounting classification citations to the appropriate CLIN or SLIN. If more than one accounting classification citation applies to a single ordered CLIN or SLIN, identify each assigned ACRN and the amount of associated funds using for the CLIN or SLIN;
- (11) Invoice and payment instructions to the extent not covered by the contract, as appropriate with the contract type of the order;
- (12) Any other pertinent information

(e) Contract Distribution

Distribution of orders shall be made by the contract ordering offices, in accordance with FAR 4.2, Contract Distribution, DFARS 204.2, Contract Distribution and agency procedures.

(f) Debriefings

If requested, the TO KO shall afford a debriefing to the Contractor. The debriefing procedures as described in FAR subpart 15.506 can used a guideline in developing the debriefing presentation, as applicable to the TO competition.

(End of Summary of Changes)