

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NUMBER P00002		3. EFFECTIVE DATE 03/11/2020		4. REQUISITION/PURCHASE REQUISITION NUMBER N/A		5. PROJECT NUMBER (If applicable) N/A	
6. ISSUED BY CODE		N00178		7. ADMINISTERED BY (If other than Item 6) CODE		N00178 SCD	
NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren, VA 22448-5110				NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren, VA 22448-5110			
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NUMBER	
CommIT Enterprises, Inc. 6180 Trotters Glen Drive Hughesville, Maryland 20637						9B. DATED (SEE ITEM 11)	
CODE 1V0C8 FACILITY CODE 055958594				☐		10A. MODIFICATION OF CONTRACT/ORDER NUMBER	
				(X)		N0017819D7379	
				☐		10B. DATED (SEE ITEM 13)	
						01/02/2019	

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 _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
 or (c) By separate letter or electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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 Modification Detail
SEE PAGE 2

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)	
		Angela M Pomeroy , Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		/s/Angela M Pomeroy (Signature of Contracting Officer)	03/11/2020

Modification Details

The purpose of this modification is to update items in Sections B and C and update clauses in Sections E and I of the SeaPort NxG MAC as follows:

Section B - Supplies or Services and Prices

The following NSP CLIN descriptions are hereby updated as follows:

CLINs 4000-4999

Not Separately Priced (NSP) Items at the Task Order level such as,
Contract Data Requirements List - In accordance with DD Form 1423-1; or
Contractor Acquired Property - In accordance with FAR 52.245-1.

CLINs 8000-8999

Not Separately Priced (NSP) Items at the Task Order level such as,
Contract Data Requirements List - In accordance with DD Form 1423-1; or
Contractor Acquired Property - In accordance with FAR 52.245-1.

The following paragraph is hereby updated, deleting the fourth sentence, to read as follows:

CONTRACT MINIMUM

The minimum obligation under any awarded contract is \$500.00 for the life of the contract, including any options. When the minimum guarantee amount of \$500.00 is satisfied through subsequent placement of a competitively awarded task order, the Government has the unilateral right to de-obligate the funding. The contract holder may not invoice for this amount without the written consent of the Contracting Officer.

Section C - Descriptions and Specifications

Sub-Section **C.8.2 - Competitive Ordering Process** - paragraph 2 is hereby updated to reflect "similarly situated entities" in accordance with FAR 52.219-14 (Deviation 2019-O0003)(JAN 2019) as follows:

2. Restricted Competition: During the Fair Opportunity Process the Government may: conduct unrestricted competition; elect to restrict competition for Task Orders totally to Small Businesses, Service Disabled Veteran Owned Small Businesses (SDVOSB), Women-Owned Small Businesses, 8(a) Businesses, or HUBZone Businesses. The Task Order solicitation will notify offerors of the restricted competition decision.

To be eligible as a SDVOSB, WOSB, 8(a) Business, or HUBZone Small Business during the competitive ordering process, the Offeror must have that status at the time of Task Order proposal submission. ***The basis for verification of the applicable socio-economic status is the offeror's System for Award Management (SAM) certification under NAICS 541330 with the \$41.5M exception for marine engineering and naval architecture.***

For Task Order solicitations with competition restricted for Small Businesses, SDVOSB, WOSB, 8(a) Businesses or HUBZone Small Businesses, the Prime Contractor will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. A similarly

situated entity is defined as one with the same small business program status as the prime contractor that qualifies for the award (See FAR 52.219-14 Dev 2019-O0003).

In accordance with **FAR 16.505(a)(10)**, no protest under FAR Subpart 33.1 is authorized in connection with PCO decisions regarding fair opportunity or the issuance of a TO under this contract, except for a protest on the grounds that a TO increases the scope, period, or maximum value of the contract.

Sub-section **C.10 - One Prime Contract Per Company** - is hereby updated to include the following paragraph:

If a Joint Venture (JV) holds a SeaPort NxG MAC, then any proposal must be submitted as a Joint Venture. If the Joint Venture itself does not hold a SeaPort NxG MAC, then one of the contractors participating in the JV must hold a SeaPort NxG MAC to submit a proposal. In this case, the JV would be considered a subcontractor/affiliate to the prime MAC holder. In accordance with the Affiliates Rule, the contractors participating in the Joint Venture are prohibited from also holding a SeaPort NxG MAC independently.

Section **C.12 - CONTRACTOR SIZE STATUS** – is hereby updated to reflect the NAICs change as follows:

Size status of the MACs shall reflect either Small Business or other than Small Business (Large Business) under NAICS 541330 – with the ***\$41.5M exception for marine engineering and naval architecture***. Contractors will be required to certify at the five-year Option renewal. Representation of SDVOSB, WOSB, 8(a) and HubZone shall be verified for award eligibility in set-asides at the Task Order level.

Section E - Inspection and Acceptance

The following clause has been deleted:

252.246-7000 Material Inspection and Receiving Report (MAR 2008)

Section I - Contract Clauses

The following clauses have been added by reference:

52.203-16 (Dev) Preventing Personal Conflicts of Interest (Deviation 2018-O0018) (AUG 2018)
 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (DEC 2019)
 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)
 52.209-13 Violation of Arms Control Treaties or Agreements-Certification (JUN 2018)
 52.215-12 (Dev) Subcontractor Certified Cost or Pricing Data (Deviation 2018-O0015) (JUL 2018)
 52.215-13 (Dev) Subcontractor Certified Cost or Pricing Data - Modifications (Deviation 2018-O0015) (JUL 2018)
 52.216-32 Task-Order and Delivery-Order Ombudsman Alt I (SEP 2019)
 52.219-6 (Dev) Notice of Total Small Business Set-Aside (Deviation 2019-O0003) (JAN 2019)
 52.219-7 (Dev) Notice of Partial Small Business Set-Aside (Deviation 2019-O0003) (JAN 2019)
 52.219-30 (Dev) Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible under the Women-Owned Small Business Program (Deviation 2019-O0003) (JAN 2019)

52.222-62 Paid Sick Leave under Executive Order 13706 (JAN 2017)
52.230-2 (Dev) Cost Accounting Standards (Deviation 2018-O0015) (JUL 2018)
52.230-3 (Dev) Disclosure and Consistency of Cost Accounting Practices (Deviation 2018-O0015) (JUL 2018)
252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (DEC 2019)
252.219-7010 (Dev) Notification of Competition Limited to Eligible 8(a) Concerns - Partnership Agreement (Deviation 2019-O0003)(OCT 2019)
252.231-7000 Supplemental Cost Principles (DEC 1991)
252.239-7017 (Dev) Notice of Supply chain Risk (Deviation 2018-O0020) (FEB 2019)

The following has been added by full text:

252.216-7006 ORDERING (SEP 2019)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from _____ through _____ [insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Data Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

The following clauses have been deleted:

52.203-16 Preventing Personal Conflict of Interest (DEC 2011)
52.215-13 Subcontractor Certified Cost or Pricing Data - Modifications (OCT 2010)
52.215-17 Waiver of Facilities Capital Cost of Money (OCT 1997)
52.230-2 Cost Accounting Standards (Deviation 2018-O0012) (APR 2018)
52.230-3 Disclosure and Consistency of Cost Accounting Practices (OCT 2015)
252.216-7006 Ordering (MAY 2011)
252.239-7017 Notice of Supply chain Risk (FEB 2019)