

| | | | | | | | | | |
|---|--|---|--|--|---|--|------|--|---------|
| SOLICITATION, OFFER AND AWARD | | | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING | | PAGE OF PAGES 1 36 | |
| 2. CONTRACT NO. HQ0147-14-C-0005 | | 3. SOLICITATION NO. HQ0147-13-R-0010 | | 4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP) | | 5. DATE ISSUED 18 Oct 2013 | | 6. REQUISITION/PURCHASE NO. HQ0147433471 | |
| 7. ISSUED BY MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 | | | | CODE HQ0147 | | 8. ADDRESS OFFER TO (If other than Item 7) See Item 7 | | CODE | |
| TEL: FAX: | | | | | | TEL: FAX: | | | |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder". | | | | | | | | | |
| SOLICITATION | | | | | | | | | |
| 9. Scaled offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>See Attachment 5</u> until <u>12:00 AM</u> local time <u>18 Nov 2013</u> (Hour) (Date) | | | | | | | | | |
| CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section I, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation. | | | | | | | | | |
| 10. FOR INFORMATION: A. NAME CALL: (b)(6) | | | | B. TELEPHONE (Include area code) (NO COLLECT CALLS) (b)(6) | | C. E-MAIL ADDRESS (b)(6) | | | |
| II. TABLE OF CONTENTS | | | | | | | | | |
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| X B | SUPPLIES OR SERVICES AND PRICES/ COSTS | | | 2 - 10 | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS | | | | |
| X C | DESCRIPTION/ SPECS/ WORK STATEMENT | | | 11 | X J | LIST OF ATTACHMENTS | | | 36 |
| X D | PACKAGING AND MARKING | | | 12 | PART IV - REPRESENTATIONS AND INSTRUCTIONS | | | | |
| X E | INSPECTION AND ACCEPTANCE | | | 13 | K | REPRESENTATIONS, CERTIFICATIONS AND | | | |
| X F | DELIVERIES OR PERFORMANCE | | | 14 - 15 | | OTHER STATEMENTS OF OFFERORS | | | |
| X G | CONTRACT ADMINISTRATION DATA | | | 16 - 18 | L | INSTRS., CONDS., AND NOTICES TO OFFERORS | | | |
| X H | SPECIAL CONTRACT REQUIREMENTS | | | 19 - 30 | M | EVALUATION FACTORS FOR AWARD | | | |
| OFFER (Must be fully completed by offeror) | | | | | | | | | |
| NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period. | | | | | | | | | |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>60</u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. | | | | | | | | | |
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) | | | | | | | | | |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | | | | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE | | |
| 15A. NAME AND ADDRESS OF OFFEROR INUTEQ, LLC 6303 IVY LANE, SUITE 130 GREENBELT MD 20770-6322 | | | | CODE | 5NTT4 | FACILITY | | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) (b)(6) Director of Contracts | |
| 15B. TELEPHONE NO (Include area code) (b)(6) | | | | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/> | | (b)(6) | | 18. OFFER DATE 2-27-14 | |
| AWARD (To be completed by Government) | | | | | | | | | |
| 19. ACCEPTED AS TO ITEMS NUMBERED | | | | 20. AMOUNT \$676,769.64 EST | | 21. ACCOUNTING AND APPROPRIATION See Schedule | | | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() | | | | | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | | ITEM | |
| 24. ADMINISTERED BY (If other than Item 7) DCMA MARYLAND 217 EAST REDWOOD STREET SUITE 1800 BALTIMORE MD 21202-5299 | | | | CODE | S2101A | 25. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182284 COLUMBUS OH 43218-2284 | | CODE | HQ0338 |
| 26. NAME OF CONTRACTING OFFICER (Type or print) (b)(6) | | | | 27. (b)(6) | | 28. AWARD DATE 2-27-14 | | 29. (b)(6) | |
| 30. EMAIL (b)(6) | | | | | | | | | |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

| | | | | | | | |
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| SOLICITATION | | | | | | | |
| 9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>See Attachment 5</u> until <u>12:00 AM</u> local time <u>18 Nov 2013</u> (Hour) (Date) | | | | | | | |
| CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation. | | | | | | | |
| 10. FOR INFORMATION CALL: | | A. NAME <u>(b)(6)</u> | | B. TELEPHONE (Include area code) (NO COLLECT CALLS) <u>(b)(6)</u> | | C. E-MAIL ADDRESS <u>(b)(6)</u> | |
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| X | E | INSPECTION AND ACCEPTANCE | | 13 | K | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS | |
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| X | G | CONTRACT ADMINISTRATION DATA | | 16 - 18 | L | INSTRS., CONDS., AND NOTICES TO OFFERORS | |
| X | H | SPECIAL CONTRACT REQUIREMENTS | | 19 - 30 | M | EVALUATION FACTORS FOR AWARD | |
| OFFER (Must be fully completed by offeror) | | | | | | | |
| NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16. Minimum Bid Acceptance Period. | | | | | | | |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>60</u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. | | | | | | | |
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) | | | | | | | |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | | | | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
| | | | | | | | |
| 15A. NAME AND ADDRESS OF OFFEROR | | CODE | 5NTT4 | FACILITY | | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | |
| INUTEQ, LLC 6303 IVY LANE, SUITE 130 GREENBELT MD 20770-6322 | | | | | | | |
| 15B. TELEPHONE NO (Include area code) <u>(b)(6)</u> | | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. | | | 17. SIGNATURE | | 18. OFFER DATE |
| | | | | | | | |
| AWARD (To be completed by Government) | | | | | | | |
| 19. ACCEPTED AS TO ITEMS NUMBERED | | 20. AMOUNT \$676,769.64 EST | | 21. ACCOUNTING AND APPROPRIATION See Schedule | | | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)() | | | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN | | ITEM | |
| | | | | (4 copies unless otherwise specified) | | | |
| 24. ADMINISTERED BY (If other than Item 7) DCMA MARYLAND 217 EAST REDWOOD STREET SUITE 1800 BALTIMORE MD 21202-5299 | | CODE | S2101A | 25. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264 | | CODE | HQ0338 |
| | | | | | | | |
| 26. NAME OF CONTRACTING OFFICER (Type or print) <u>(b)(6)</u> EMAIL: <u>(b)(6)</u> | | | | 27. UNITED STATES OF AMERICA <u>(b)(6)</u> | | 28. AWARD DATE 27-Feb-2014 | |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------------|--|----------|-------|------------|--------|
| 0001 | Engineering Services (Base Year) CPFF Total DPLH (b)(4) LOE Contractor shall perform the cost plus fixed fee service effort under this CLIN as set forth in the Statement of Work, Section J, Attachment 1. The contractor is to propose a cost plus fixed fee labor rate for this CLIN. FOB: Origin | (b)(4) | Hours | | (b)(4) |
| ESTIMATED COST | | | | | (b)(4) |
| FIXED FEE | | | | | |
| TOTAL EST COST + FEE | | | | | |

FSC CD: AC23

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------------------------|--|----------|------|------------|--------|
| 000101 | Incremental Funding CLIN 0001 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147433471 | | | | (b)(4) |
| ESTIMATED COST | | | | | (b)(4) |
| FIXED FEE | | | | | |
| TOTAL EST COST + FEE | | | | | |
| ACRN AA CIN: HQ01474334710001 | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
| 0002 | | 1 | Lot | | (b)(4) |

Other Direct Cost (Base Year)

COST

This CLIN is to be utilized for non-labor costs related to CLIN 0001, Engineering Services (Base Year), for materials, tooling, facilities, engineering resources, miscellaneous expenses, and travel, in accordance with FAR 52.216-11. There is NO FEE paid on this CLIN. Any purchases/expenses above the Simplified Acquisition Threshold of \$150,000 will require the contractor to provide price justification for PCO approval before costs are incurred.

FOB: Origin

ESTIMATED COST

(b)(4)

FSC CD: AC23

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
| 000201 | | | | | (b)(4) |

Incremental Funding CLIN 0002

COST

FOB: Destination

PURCHASE REQUEST NUMBER: HQ0147433471

ESTIMATED COST

(b)(4)

ACRN AA

CIN: HQ01474334710002

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
| 0003 | | 1 | Lot | | (b)(4) |

Data (Base Year)

NOT SEPARATELY PRICED. Data item deliverable in the support of CLINS 0001 through 0002, as called out in the attached Contract Data Requirements List (CDRLs)/DD 1423s in Section J, Exhibit A.

FOB: Destination

ESTIMATED COST

FSC CD: AC23

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--------------------------------------|----------|-------|------------|--------|
| 1001 | | (b)(4) | Hours | | (b)(4) |
| OPTION | Engineering Services (Option Year 1) | | | | |

CPFF

Total DPLH: (b)(4) LOE

Contractor shall perform the cost plus fixed fee service effort under this CLIN as set forth in the Statement of Work, Section J, Attachment 1. The contractor is to propose a cost plus fixed fee labor rate for this CLIN.

FOB: Origin

| | |
|----------------------|--------|
| ESTIMATED COST | (b)(4) |
| FIXED FEE | |
| TOTAL EST COST + FEE | |

FSC CD: AC23

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|------------------------------------|----------|------|------------|--------|
| 1002 | | 1 | Lot | | (b)(4) |
| OPTION | Other Direct Costs (Option Year 1) | | | | |

COST

This CLIN is to be utilized for non-labor costs related to CLIN 0001, Engineering Services (Option Year 1), for materials, tooling, facilities, engineering resources, miscellaneous expenses, and travel, in accordance with FAR 52.216-11. There is NO FEE paid on this CLIN. Any purchases/expenses above the Simplified Acquisition Threshold of \$150,000 will require the contractor to provide price justification for PCO approval before costs are incurred.

FOB: Origin

ESTIMATED COST

(b)(4)

FSC CD: AC23

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|----------------------|----------|------|------------|--------|
| 1003 | | 1 | Lot | | (b)(4) |
| OPTION | Data (Option Year 1) | | | | |

NOT SEPARATELY PRICED. Data item deliverable in the support of CLINS 1001 through 1002, as called out in the attached Contract Data Requirements List (CDRLs)/DD 1423s in Section J, Exhibit A.

FOB: Destination

ESTIMATED COST

FSC CD: AC23

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------------|--|----------|-------|------------|--------|
| 2001 OPTION | Engineering Services (Option Year 2) CPFF Total DPLH (b)(4) LOE Contractor shall perform the cost plus fixed fee service effort under this CLIN as set forth in the Statement of Work, Section J, Attachment 1. The contractor is to propose a cost plus fixed fee labor rate for this CLIN. FOB: Origin | (b)(4) | Hours | | (b)(4) |
| ESTIMATED COST | | | | | (b)(4) |
| FIXED FEE | | | | | (b)(4) |
| TOTAL EST COST + FEE | | | | | (b)(4) |

FSC CD: AC23

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| 2002 OPTION | Other Direct Costs (Option Year 2) COST This CLIN is to be utilized for non-labor costs related to CLIN 0001, Engineering Services (Option Year 2), for materials, tooling, facilities, engineering resources, miscellaneous expenses, and travel, in accordance with FAR 52.216-11. There is NO FEE paid on this CLIN. Any purchases/expenses above the Simplified Acquisition Threshold of \$150,000 will require the contractor to provide price justification for PCO approval before costs are incurred. FOB: Origin | 1 | Lot | | (b)(4) |
| ESTIMATED COST | | | | | (b)(4) |

FSC CD: AC23

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|----------------------|----------|------|------------|--------|
| 2003 OPTION | Data (Option Year 2) | 1 | Lot | | (b)(4) |

NOT SEPARATELY PRICED. Data item deliverable in the support of CLINS 2001 through 2002, as called out in the attached Contract Data Requirements List (CDRLs)/DD 1423s in Section J, Exhibit A.

FOB: Destination

ESTIMATED COST

FSC CD: AC23

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--------------------------------------|----------|-------|------------|--------|
| 3001 OPTION | Engineering Services (Option Year 3) | (b)(4) | Hours | | (b)(4) |

CPFF

Total DPLH: (b)(4) LOE

Contractor shall perform the cost plus fixed fee service effort under this CLIN as set forth in the Statement of Work, Section J, Attachment I. The contractor is to propose a cost plus fixed fee labor rate for this CLIN.

FOB: Origin

| | |
|----------------------|--------|
| ESTIMATED COST | (b)(4) |
| FIXED FEE | |
| TOTAL EST COST + FEE | |

FSC CD: AC23

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|------------------------------------|----------|------|------------|--------|
| 3002 | | 1 | Lot | | (b)(4) |
| OPTION | Other Direct Costs (Option Year 3) | | | | |

COST

This CLIN is to be utilized for non-labor costs related to CLIN 0001, Engineering Services (Option Year 3), for materials, tooling, facilities, engineering resources, miscellaneous expenses, and travel, in accordance with FAR 52.216-11. There is NO FEE paid on this CLIN. Any purchases/expenses above the Simplified Acquisition Threshold of \$150,000 will require the contractor to provide price justification for PCO approval before costs are incurred.

FOB: Origin

ESTIMATED COST

(b)(4)

FSC CD: AC23

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|----------------------|----------|------|------------|--------|
| 3003 | | 1 | Lot | | (b)(4) |
| OPTION | Data (Option Year 3) | | | | |

NOT SEPARATELY PRICED. Data item deliverable in the support of CLINS 3001 through 3002, as called out in the attached Contract Data Requirements List (CDRLs)/DD 1423s in Section J, Exhibit A.

FOB: Destination

ESTIMATED COST

FSC CD: AC23

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|-------|----------------------|--------|
| 4001 | | (b)(4) | Hours | | (b)(4) |
| OPTION | Engineering Services (Option Year 4) | | | | |
| | CPFF | | | | |
| | Total DPLH: (b)(4) LOE | | | | |
| | Contractor shall perform the cost plus fixed fee service effort under this CLIN as set forth in the Statement of Work, Section J, Attachment I. The contractor is to propose a cost plus fixed fee labor rate for this CLIN. | | | | |
| | FOB: Origin | | | | |
| | | | | ESTIMATED COST | (b)(4) |
| | | | | FIXED FEE | |
| | | | | TOTAL EST COST + FEE | |

FSC CD: AC23

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|----------------|--------|
| 4002 | | 1 | Lot | | (b)(4) |
| OPTION | Other Direct Costs (Option Year 4) | | | | |
| | COST | | | | |
| | This CLIN is to be utilized for non-labor costs related to CLIN 0001, Engineering Services (Option Year 4), for materials, tooling, facilities, engineering resources, miscellaneous expenses, and travel, in accordance with FAR 52.216-11. There is NO FEE paid on this CLIN. Any purchases/expenses above the Simplified Acquisition Threshold of \$150,000 will require the contractor to provide price justification for PCO approval before costs are incurred. | | | | |
| | FOB: Origin | | | | |
| | | | | ESTIMATED COST | (b)(4) |

FSC CD: AC23

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|----------------------|----------|------|------------|--------|
| 4003 | | 1 | Lot | | (b)(4) |
| OPTION | Data (Option Year 4) | | | | |

NOT SEPARATELY PRICED. Data item deliverable in the support of CLINS 4001 through 4002, as called out in the attached Contract Data Requirments List (CDRLs)/DD 1423s in Section J, Exhibit A.

FOB: Destination

ESTIMATED COST

FSC CD: AC23

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

C-01 SCOPE OF WORK (MAY 2005)

The Contractor shall perform the work specified in the Statement of Objectives/ Statement of Work (SOO/SOW) or other Attachments and Exhibits in Section J of this contract. The Contractor shall provide all necessary materials, labor, equipment and facilities incidental to the performance of this requirement.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-01 PACKAGING AND MARKING OF TECHNICAL DATA (APR 2009)

Technical data items shall be preserved, packaged, packed, and marked in accordance with the best commercial practices to meet the packaging requirements of the carrier and insure safe delivery at destination. Classified reports, data and documentation shall be prepared for shipment in accordance with the current National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M.

CLAUSES INCORPORATED BY FULL TEXT

D-02 PACKAGING AND MARKING OF HARDWARE ITEMS (APR 2009)

a. The contractor shall utilize best commercial practices for the preservation, packaging, marking and labeling of any hardware delivered under this contract to insure safe delivery at final destination. However, the contractor should also note the requirements of DFARS 252.211-7003, Item Identification and Valuation, if applicable.

b. Packaging and marking of hazardous materials shall comply with Title 49 of the Code of Federal Regulation and the International Maritime Dangerous Goods.

c. MARKING INSTRUCTIONS FOR MISSILE DEFENSE AGENCY (MDA) REQUIREMENTS – Request for marking instructions shall be submitted electronically at least 90 days prior to required delivery date, to the Contracting Officer's representative. (b)(6)

Missile Defense Agency, MDA/TC
Bldg 5222 Martin Road
Redstone Arsenal, AL 35898
(b)(6)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|--------|-------------|------------|-------------|------------|
| 0001 | Origin | Government | Origin | Government |
| 000101 | N/A | N/A | N/A | Government |
| 0002 | Origin | Government | Origin | Government |
| 000201 | N/A | N/A | N/A | Government |
| 0003 | Destination | Government | Destination | Government |
| 1001 | Origin | Government | Origin | Government |
| 1002 | Origin | Government | Origin | Government |
| 1003 | Destination | Government | Destination | Government |
| 2001 | Origin | Government | Origin | Government |
| 2002 | Origin | Government | Origin | Government |
| 2003 | Destination | Government | Destination | Government |
| 3001 | Origin | Government | Origin | Government |
| 3002 | Origin | Government | Origin | Government |
| 3003 | Destination | Government | Destination | Government |
| 4001 | Origin | Government | Origin | Government |
| 4002 | Origin | Government | Origin | Government |
| 4003 | Destination | Government | Destination | Government |

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|---|----------|
| 52.246-5 | Inspection Of Services Cost-Reimbursement | APR 1984 |
| 52.246-15 | Certificate of Conformance | APR 1984 |
| 252.246-7000 | Material Inspection And Receiving Report | MAR 2008 |
| 252.246-7001 | Warranty Of Data | DEC 1991 |

Section F - Deliveries or Performance

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|--------|-----------------------------------|----------|---|--------|
| 0001 | POP 28-FEB-2014 TO 27-FEB-2015 | N/A | MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Origin | HQ0147 |
| 000101 | N/A | N/A | N/A | N/A |
| 0002 | POP 28-FEB-2014 TO 27-FEB-2015 | N/A | MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Origin | HQ0147 |
| 000201 | N/A | N/A | N/A | N/A |
| 0003 | POP 28-FEB-2014 TO 27-FEB-2015 | N/A | MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination | HQ0147 |
| 1001 | POP 28-FEB-2015 TO 27-FEB-2016 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Origin | HQ0147 |
| 1002 | POP 28-FEB-2015 TO 27-FEB-2016 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Origin | HQ0147 |
| 1003 | POP 28-FEB-2015 TO 27-FEB-2016 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0147 |
| 2001 | POP 28-FEB-2016 TO 27-FEB-2017 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Origin | HQ0147 |
| 2002 | POP 28-FEB-2016 TO 27-FEB-2017 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Origin | HQ0147 |
| 2003 | POP 28-FEB-2016 TO 27-FEB-2017 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0147 |
| 3001 | POP 28-FEB-2017 TO 27-FEB-2018 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Origin | HQ0147 |
| 3002 | POP 28-FEB-2017 TO 27-FEB-2018 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Origin | HQ0147 |
| 3003 | POP 28-FEB-2017 TO 27-FEB-2018 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0147 |

| | | | | |
|------|-----------------------------------|-----|---|--------|
| 4001 | POP 28-FEB-2018 TO 27-FEB-2019 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Origin | HQ0147 |
| 4002 | POP 28-FEB-2018 TO 27-FEB-2019 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Origin | HQ0147 |
| 4003 | POP 28-FEB-2018 TO 27-FEB-2019 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0147 |

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------------|---|----------|
| 52.242-15 | Stop-Work Order | AUG 1989 |
| 52.242-15 Alt I | Stop-Work Order (Aug 1989) - Alternate I | APR 1984 |
| 52.247-29 | F.O.B. Origin | FEB 2006 |
| 52.247-34 | F.O.B. Destination | NOV 1991 |
| 52.247-55 | F.O.B. Point For Delivery Of Government-Furnished Property | JUN 2003 |

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 044411 097 0400 000 N 20142015 D 2520 YG_ST05P_FY14 TC-U0-FY1415 71TC 251
 AMOUNT (b)(4)
 CIN HQ01474334710001 (b)(4)
 CIN HQ01474334710002 (b)(4)

CLAUSES INCORPORATED BY FULL TEXT

252.204-0005 LINE ITEM SPECIFIC: BY CANCELLATION DATE. (SEP 2009)

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

G-01 CONTRACT ADMINISTRATION (MAY 2012)

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of this contract:

a. CONTRACTING OFFICERS

All contract administration will be effected by the Procuring Contracting Officer (PCO) or designated Administrative Contracting Officer (ACO). Communication pertaining to the contract administration should be addressed to the Contracting Officer. Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to the cognizant contract administration office. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

The point of contact for all contractual matters is:

Name: (b)(6)
 Organizational Code: MDA/DACT

Telephone Number: (b)(6)
E-Mail Address: (b)(6)

b. CONTRACTING OFFICER'S REPRESENTATIVE/CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

Neither the Contracting Officer's Representative (COR) nor the Contracting Officer's Technical Representative (COTR) is authorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a formal modification to the contract. The authority of the COR and the COTR is strictly limited to him/her, without redelegation, to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer, a COR or a COTR acting outside the strict limits of his/her responsibilities as set forth in his/her letter of appointment do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

The COR under this contract is:

Name: (b)(6)
Organizational Code: MDA/TCR
Telephone Number: (b)(6)
E-Mail Address: (b)(6)

c. CONTRACTING OFFICIAL FOR eSRS

FAR 52.219-9, Small Business Subcontracting Plan requires the use of the Electronic Subcontracting Reporting System (eSRS) for subcontract reporting. The contracting official for eSRS under this contract is:

Name: (b)(6)
Organizational Code: MDA/DACT
Telephone Number: (b)(6)
E-Mail Address: (b)(6)

For detailed information regarding eSRS visit <http://www.acq.osd.mil/dpap/pdi/eb/index.html>.

CLAUSES INCORPORATED BY FULL TEXT

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

CLIN 0001:
Estimated funds exhaustion date:

CLIN 0002:
Estimated funds exhaustion date:

(b)(4)

G-08 PAYMENT OF FIXED FEE (ORDERING – LEVEL OF EFFORT) (JUN 2012)

The Government will make payments to the Contractor when requested as work progresses in accordance with Federal Acquisition Regulation (FAR) 52.216-7. The Contractor shall invoice the fee separately and submit such invoices to the MDA Contracting Officer's Representative (COR) for verification of the percentage of Labor Hours performed for the billing period. For this contract a Labor Hour is defined as actual PRIME AND SUBCONTRACTOR (INCLUDING CONSULTANTS) work hours exclusive of vacation, holiday, sick leave and other absences. Each invoice for Labor Hours shall contain a statement by the Contractor as to the cumulative percentage of Labor Hours invoiced. Each invoice for fee shall contain a statement by the Contractor as to the cumulative percentage of fee invoiced. Fee shall be payable, subject to other provisions of FAR 52.216-8, "Fixed Fee," in amounts commensurate with the percentage of work performed. In no case shall the cumulative amount of the fee invoiced, when expressed as a percentage of the total fixed fee for the applicable CLIN, exceed the cumulative percentage of Labor Hours performed for that CLIN (as verified by the MDA COR) at the end of the billing period.

G-13 NOTICE OF THE GOVERNMENT'S USE OF OUTSIDE CONTRACTORS TO REVIEW SUBMITTED INVOICES, PAYMENT REQUESTS, AND MATERIAL INSPECTION AND RECEIVING REPORTS (MAY 2009)

The Government may utilize support contractors to assist the Government in the review and evaluation of the offeror's invoices, payment requests, material inspection and receiving reports, and similar requests for payment or evidence of delivery. These contractors will be provided access to these and other records which may contain the proprietary information of the offeror, to include awarded contracts, to support Government officials in reviewing and reconciling invoices, payment records, and the Government's financial and budgetary records, and in facilitating the timely payment of submitted invoices.

The support contractors are prohibited from obtaining proprietary information to which their employees will have access in the performance of their responsibilities, and are required to promptly notify the contracting officer of any breach of their employees' non-disclosure obligations. Each of the contractor employees has also been required to execute a non-disclosure agreement which acknowledges their responsibilities to only use proprietary information in performance of the above tasks and for no other reason; that they will not share proprietary information with their employers; that they will not use such information for personal or other benefit; and that they will promptly notify their employers of any breaches of their responsibilities.

Unless the offeror specifically objects in writing, the offeror agrees, by the submission of a proposal, to allow the Government's support contractors to have access to the offeror's proprietary information for the purposes described above.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE

| | |
|--------------|---|
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity JAN 1997 |
| 252.222-7006 | Restrictions on the Use of Mandatory Arbitration Agreements DEC 2010 |

CLAUSES INCORPORATED BY FULL TEXT

H-02 LEVEL OF EFFORT (JUN 2012)

a. In the performance of this contract, the Contractor shall provide Labor Hours level of effort as set forth in Section B above within the time period as set forth in Section F hereof.

b Labor Hours are defined as actual PRIME AND SUBCONTRACTOR (INCLUDING CONSULTANTS) work hours exclusive of vacation, holiday, sick leave and other absences.

c. In accordance with FAR 16.306(d)(2), entitlement to the total fixed fee is subject to certification by the contractor to the Contracting Officer that he has exerted the total Labor Hours level of effort, has provided the reports called for, and the effort performed and reports provided are considered satisfactory by the Government.

d. The contractor may include in provisional vouchers fixed fee based on the percentage of level of effort hours exerted to the total level of effort hours stipulated in Section B, subject to the withholding reserve of the contract clause titled "Fixed Fee."

e. Nothing in this provision shall be construed to constitute authorization for work not in accordance with the LIMITATION OF FUNDS provision of the contract.

CLAUSES INCORPORATED BY FULL TEXT

H-06 INSURANCE (Apr 2009)

In accordance with FAR Part 28.307-2, Liability, the Contractor shall maintain the types of insurance and coverage listed below:

| TYPES OF INSURANCE | MINIMUM AMOUNT |
|--|--|
| Workmen's Compensation and all occupational disease Employer's Liability including all occupational disease when not covered by Workmen's Compensation above | As required by Federal and State law \$100,000 per accident |
| General Liability (Comprehensive) Bodily Injury | \$500,000 per occurrence |

Automobile Liability (Comprehensive)

| | |
|------------------------------|-----------|
| Bodily Injury per person | \$200,000 |
| Bodily Injury per accident | \$500,000 |
| Property Damage per accident | \$ 20,000 |

CLAUSES INCORPORATED BY FULL TEXT

H-08 PUBLIC RELEASE OF INFORMATION (APR 2009)

a. The policies and procedures outlined herein apply to information submitted by the Contractor and his subcontractors for approval for public release. Prior to public release, all information shall be cleared as shown in the "National Industrial Security Program Operations Manual" (DoD 5220.22-M). At a minimum, these materials may be technical papers, presentations, articles for publication and speeches or mass media material, such as press releases, photographs, fact sheets, advertising, posters, compact discs, videos, etc.

b. All materials which relate to the work performed by the contractor under this contract shall be submitted to MDA for review and approval prior to release to the public. Subcontractor public information materials shall be submitted for approval through the prime contractor to MDA.

c. The MDA review and approval process for contractors working under an MDA contract starts with the contracting officer's representative (COR).

(1) The contractor shall request a copy of MDA form "Security and Policy Review Worksheet for Public Release Review" (.pdf format) or any superseding form from the MDA.

(2) The contractor shall complete Blocks 1, 2, 3 and 6 of Worksheet (or comply with the instructions of any superseding form) and submit it with materials to be cleared to the COR (see paragraph j. below). If the information was previously cleared, provide the Public Release Case Number if available and a copy of the previous document highlighting the updated information.

(3) The COR may affirm "public releaseability" by signing the Statement of Certification in Block 7 of the Worksheet.

(4) The COR will forward the Worksheet with the materials to be cleared to the MDA designated point of contact for Block 8 approval and submission of package to MDA/PA.

(5) The COR will notify the contractor of the agency's final decision regarding the status of the request.

d. The contractor shall submit the following to the COR at least 60 days in advance of the proposed release date:

(1) Security and Policy Review Worksheet and one (1) electronic copy of the material to be reviewed..

(2) Written statement, including:

(a) To whom the material is to be released

(b) Desired date for public release

(c) Statement that the material has been reviewed and approved by officials of the contractor or the subcontractor, for public release, and

(d) The contract number.

e. The items submitted must be complete. Photographs shall have captions.

- f. Outlines, rough drafts, marked-up copy (with handwritten notes), incorrect distribution statements, FOUO information, export controlled or ITAR information will not be accepted or cleared.
- g. Abstracts or abbreviated materials may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, clearance of abstracts or abbreviated materials does not satisfy the requirement for clearance of the entire paper.
- h. The MDA Director of Public Affairs (MDA/PA) is responsible for coordinating the public release review. MDA/PA will work directly with the COR if there are questions or concerns regarding submissions. MDA/PA will not work with contractors who have not gone through their COR.
- i. Once information has been cleared for public release, it is in the public domain and shall always be used in its originally cleared context and format. Information previously cleared for public release but containing new, modified or further developed information must be submitted again for public release following the steps outlined in items a. through h. above.
- j. Due to time and screening constraints, it is recommended that all "public release" packages submitted to MDA be forwarded by a commercial overnight delivery service, addressed as follows:

Missile Defense Agency
 Attn: Organizational Code: MDA/TCR
 Name: (b)(6)
 Bldg 5222 Martin Road
 Redstone Arsenal, AL 35898
 Telephone Number: (b)(6)

H-09 ORGANIZATIONAL CONFLICT OF INTEREST (Jun 2012)

- a. Purpose: The primary purpose of this clause is to aid in ensuring that:

- (1) the Contractor's objectivity and judgment are not biased because of its present or planned interests which relate to work under this contract;

- (2) the Contractor does not obtain unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources; and

- (3) the Contractor does not obtain unfair competitive advantage by virtue of its access to proprietary information belonging to others.

- b. Scope: Organizational Conflict of Interest (OCI) rules, procedures and responsibilities as described in FAR Subpart 9.5 shall be applicable to this contract and any resulting subcontracts.

- (1) The general rules in FAR 9.505-1 through 9.505-4 and the restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors-in-interest (hereinafter collectively referred to as "Contractor") in the activities covered by this contract as prime Contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity.

- (2) The Missile Defense Agency's OCI policy is in Attachment 3 of this contract.

- c. Access to and Use of Nonpublic Information: If the Contractor, in performance of this contract, obtains access to nonpublic information such as plans, policies, reports, studies, financial plans, or data which has not been released

or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not:

- (1) use such information for any private purpose;
- (2) release such information.

d. Access to and Protection of Proprietary Information: The Contractor agrees to exercise diligent effort to protect proprietary information from misuse or unauthorized disclosure in accordance with the provisions of FAR 9.505-4. The Contractor may be required to enter into a written non-disclosure agreement with the third party asserting proprietary restrictions.

e. Subcontracts: The Contractor shall include this clause in consulting agreements, teaming agreements, subcontracts, or other arrangements for provision of services or supplies of any tier. The terms "contract", "Contractor", and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.

f. Representations and Disclosures:

(1) The Contractor represents that it has disclosed to the Contracting Officer, prior to award, all facts relevant to the existence or potential existence of organizational conflicts of interest as that term is used in FAR Subpart 9.5. To facilitate disclosure and Contracting Officer approval, the Contractor shall complete an OCI Analysis/Disclosure Form for each MDA, Ballistic Missile Defense (BMD), and BMD-related contract or subcontract (form shall be requested from the Procuring Contracting Officer).

(2) The Contractor represents that if it discovers an organizational conflict of interest or potential conflict of interest after award, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflicts.

g. Remedies and Waiver:

(1) For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may: terminate this contract for default; disqualify the Contractor from subsequent related contractual efforts if necessary to neutralize a resulting organizational conflict of interest; and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the Contracting Officer may terminate this contract for convenience if such termination is deemed to be in the best interest of the Government or take other appropriate actions.

(2) The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Contractor may at any time seek a waiver from the Director, MDA, (via the Contracting Officer) by submitting a full written description of the requested waiver and the reasons in support thereof.

CLAUSES INCORPORATED BY FULL TEXT

H-10 ENABLING CLAUSE FOR BMD INTERFACE SUPPORT (APR 2009)

a. It is anticipated that, during the performance of this contract, the Contractor will be required to support Technical Interface/Integration Meetings (TIMS) with other Ballistic Missile Defense (BMD) Contractors and other

Government agencies. Appropriate organizational conflicts of interest clauses and additional costs, if any, will be negotiated as needed to protect the rights of the Contractor and the Government.

b. Interface support deals with activities associated with the integration of the requirements of this contract into BMD system plans and the support of key Missile Defense Agency (MDA) program reviews.

c. The Contractor agrees to cooperate with BMD Contractors by providing access to technical matters, provided, however, the Contractor will not be required to provide proprietary information to non-Government entities or personnel in the absence of a non-disclosure agreement between the Contractor and such entities.

d. The Contractor further agrees to include a clause in each subcontract requiring compliance with paragraph c. above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of its responsibility to manage its subcontracts effectively, nor is it intended to establish privity of contract between the Government and such subcontractors.

e. Personnel from BMD Contractors or other Government agencies or Contractors are not authorized to direct the Contractor in any manner.

f. This clause shall not prejudice the Contractor or its subcontractors from negotiating separate organizational conflict of interest agreements with BMD Contractors; however, these agreements shall not restrict any of the Government's rights established pursuant to this clause or any other contract.

H-11 MDA VISIT AUTHORIZATION PROCEDURES (Nov 2012)

a. The Contractor shall submit all required visit clearances in accordance with current NISPOM regulations. Visit clearances shall identify the contract number.

For Visit Requests to the National Capital Region send to:

JPAS SMO Code: DDAAU4
Missile Defense Agency
Attn: Access Control Center
5700 18th Street, Bldg 245
Fort Belvoir, VA 22060-5573
571-231-8249
571-231-8099 FAX
ACC@MDA.mil

For Visit Requests to Huntsville, AL send to:

Missile Defense Agency,
JPAS SMO Code: DDAAUH
Attn: Visitor Control
Bldg 5224 Martin Road
Redstone Arsenal, AL 35898
256-450-3215
256-450-3222 FAX
MDAvisitorcontrolincomingsv@mda.mil

For Visit Requests to Colorado Springs, CO send to:

Missile Defense Agency,

SMO Code: DDAAUJ
Attn: Visitor Control
720 Irwin Drive, Bldg 720 Room 125
Schriever AFB, CO 80912
719-721-0362
719-721-8399 FAX
dosscovar@mda.mil

- b. The COR is authorized to approve visit requests for the Contracting Officer.

H-12 CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS (SEP 2013)

a. To maintain the security of the MDA spaces and information systems, the contractor shall notify the COR in writing whenever a prime or subcontractor employee included on the current visit authorization request/letter no longer supports this contract. This requirement shall apply to both contractor and employee initiated termination of services and to temporary suspension of services.

b. The contractor will cooperate with COR in facilitating the employee's return of all government issued credentials, e.g., badges, common access cards (CACs), SIPRNet tokens. Specifically, upon notification, the COR will work with the organization's Security Operations Center and the MDA Service Desk to ensure timely action to:

- (1) remove the employee from the current visit authorization request/letter;
- (2) cancel Government issued credentials pursuant to the visit authorization request/letter; and,
- (3) terminate the MDA LAN account/access privileges.

c. In addition to actions related to MDA access control, the contractor shall maintain accountability for Government issued credentials provided under this contract. Government issued credentials are the property of the U.S. Government and shall not be retained by cardholders upon expiration, replacement, or when the DoD affiliation of employees has been terminated. The contractor shall coordinate with the COR to ensure government issued credentials are retrieved in accordance with local command or installation procedures. Unauthorized possession of an official credential, like a CAC, can be prosecuted criminally under section 701, title 18, United States Code.

d. The contractor shall identify the reason for and date of termination or expected period of suspension and submit the notification to the COR within five (5) working days prior to service discontinuation. For unplanned termination or suspension of services, notification shall be made on the same working day as the termination/suspension action.

CLAUSES INCORPORATED BY FULL TEXT

H-23 CONTRACTOR EMPLOYEE OUT-PROCESSING (SEP 2012)

Prior to the departure of contractor personnel who have been issued MDA Common Access Cards (CACs), building passes and/or MDA computers, cell phones or other associated peripherals, the departing employee shall complete the MDA Form 14, Out-Processing Checklist, as required by MDA Instruction 1400.06-INS, and return the completed checklist, with all required signatures, to the cognizant Contracting Officer's Representative (COR). The COR will ensure the completed Out-Processing Checklist is provided to the MDA Contracting Officer for retention in the official contract file.

CLAUSES INCORPORATED BY FULL TEXT

H-28 DISTRIBUTION CONTROL OF TECHNICAL INFORMATION (May 2013)

a. The following terms applicable to this clause are defined as follows:

1. DoD Official. Serves in DoD in one of the following positions: Program Director, Deputy Program Director, Program Manager, Deputy Program Manager, Procuring Contracting Officer, Administrative Contracting Officer, or Contracting Officer's Representative.

2. Technical Document. Any recorded information (including software) that conveys scientific and technical information or technical data.

3. Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to the conduct or management of effort under this contract. (Includes programmatic information).

4. Technical Data. As defined in DFARS 252.227-7013.

b. Except as otherwise set forth in the Contract Data Requirements List (CDRL), DD Form 1423 the distribution of any technical documents prepared under this contract, in any stage of development or completion, is prohibited outside of the contractor and applicable subcontractors under this contract unless authorized by the Contracting Officer in writing. However, distribution of technical data is permissible to DOD officials having a "need to know" in connection with this contract or any other MDA contract provided that the technical data is properly marked according to the terms and conditions of this contract. When there is any doubt as to "need to know" for purposes of this paragraph, the Contracting Officer or the Contracting Officer's Representative will provide direction. Authorization to distribute technical data by the Contracting Officer or the Contracting Officer's Representative does not constitute a warranty of the technical data as it pertains to its accuracy, completeness, or adequacy. The contractor shall distribute this technical data relying on its own corporate best practices and the terms and conditions of this contract. Consequently, the Government assumes no responsibility for the distribution of such technical data nor will the Government have any liability, including third party liability, for such technical data should it be inaccurate, incomplete, improperly marked or otherwise defective. Therefore, such a distribution shall not violate 18 United States Code § 1905.

c. All technical documents prepared under this contract shall be marked with the following distribution statement, warning, and destruction notice: When it is technically not feasible to use the entire WARNING statement, an abbreviated marking may be used, and a copy of the full statement added to the "Notice To Accompany Release of Export Controlled Data" required by DoD Directive 5230.25.

1. DISTRIBUTION – Distribution Statement Code "D" applies to all CDRL deliverables, which restricts dissemination to DOD and DOD contractors only.

2. WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S.C., App. 2401 et seq), as amended. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25

3. DESTRUCTION NOTICE - For classified documents follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual, February 2006, Incorporating Change 1, March 28, 2013, Chapter 5, Section 7, or DoDM 5200.01-Volume 3, DoD Information Security Program: Protection of Classified Information, Enclosure 3, Section 17. For controlled unclassified information follow the procedures in DoDM 5200.01-Volume 4, Information Security Program: Controlled Unclassified Information.

- d. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts.

CLAUSES INCORPORATED BY FULL TEXT

H-30 CONTRACTUAL TERMS & CONDITIONS (Jun 2010)

The terms and conditions herein constitute the entire contract and understanding of the parties and shall supersede all other communications, negotiations, arrangements and agreements, either oral or written, with respect to the subject matter hereof. All proposal documentation including, but not limited to, red line contract terms and conditions, red line statements of work and/or ground rules and assumptions are hereby void and carry no force or affect as it pertains to the interpretation or operation of the language of the instant contract nor should such language be used to provide meaning to any of the terms or conditions contained herein.

CLAUSES INCORPORATED BY FULL TEXT

H-31 TECHNICAL COGNIZANCE (JUN 2011)

a. The MDA/TC is the cognizant Government technical organization for this contract and will provide technical instruction as defined herein. Technical instructions shall be exercised by designated/appointed Contracting Officer's Representatives (COR):

Missile Defense Agency
Attn: Organizational Code: MDA/TCR
Name: (b)(6)
Bldg 5222 Martin Road
Redstone Arsenal, AL 35898
Telephone Number: (b)(6)

b. Technical instruction, as defined in this clause is the process by which the progress of the Contractor's technical efforts are reviewed and evaluated and guidance for the continuation of the effort is provided by the Government. It also includes technical discussions and, to the extent required and specified elsewhere in this contract, defining interfaces between contractors; approving plans; approving Contract Data Requirements List (CDRL) submissions; approving schedules for preliminary and critical design reviews; participating in meetings; providing technical and management information; and responding to request for research and development planning data on all matters pertaining to this contract. The Contractor agrees to accept technical instruction only in the form and procedure set forth herein below.

c. Except for routine discussions having an impact on Contractor performance, technical instruction described above shall only be authorized and binding on the Contractor if provided in writing from the applicable Government official designated above. The technical instruction shall refer to the applicable paragraph(s) of the Statement of Work (SOW) and shall not effect or result in a change within the meaning of the "CHANGES" clause, or any other change in the SOW, price, schedule, or the level of effort required by the contract. All commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract must be executed by the Procuring Contracting Officer (PCO). It is emphasized that such changes are outside the authority of the COTR designated above. The COTR is not authorized to issue any instruction which authorizes a change in the contract requirements. Notwithstanding any provision to the contrary in any technical instruction, the estimated cost

of this contract, and, if this contract is incrementally funded, the amount of funds allotted, shall not be increased or deemed to be increased by issuance thereof.

d. A COTR serves as a liaison for technical aspects of the contract and maintains direct communications with both the Contractor and the PCO. A COTR provides surveillance and monitoring of Contractor performance and may provide technical instruction as specified above or as otherwise limited or specified in the appointment or in the contract. A COTR's designation cannot be re-delegated unless authorized in writing by the PCO.

e. The Contracting Officer's Representative (COR) is authorized to perform specific administrative functions on this contract. The COR monitors and reports contractor performance, inspections and acceptance, security issues, property disposal, tracking of budget and funding issues, approval of invoices (if applicable), and other approvals and administrative functions as delegated by the PCO. These administrative functions shall be exercised by designated/appointed CORs:

Missile Defense Agency
Attn: Organizational Code: MDA/TCR
Name: (b)(6)
Bldg 5222 Martin Road
Redstone Arsenal, AL 35898
Telephone Number: (b)(6)

f. The COR has no authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract. This individual is not authorized to issue any instruction which authorizes the Contractor to either exceed or perform less than the contract requirements. Notwithstanding any provision to the contrary in any COR instruction, the estimated cost of this contract, and, if this contract is incrementally funded, the amount of funds allotted, shall not be increased or deemed to be increased by issuance thereof. A COR's designation cannot be re-delegated unless authorized in writing by the PCO.

g. Government personnel, Government Contractor Support Services (CSS) contractors and Federally Funded Research and Development Companies (FFRDCs) personnel will frequently be present at Integrated Product Team (IPT) meetings and Contractor facilities. The Government IPT members, their CSS support and FFRDCs may communicate with the Contractor on technical issues; review designs/documents/work products; and provide clarification, opinion, and advice on contract requirements. The Contractor shall not construe advice, opinions, reviews, and clarifications from the Government IPT members, their CSS support or FFRDCs as changes to the terms and conditions of the contract. A PCO is the only individual authorized to change the terms and conditions of the contract.

H-32 TRANSITION OUT (Nov 2010)

a. It is the intent of the Government to provide for an orderly transition during an off-ramp activity related to the end of the contract in order to assure uninterrupted effort throughout the assumption of follow-on Contractor responsibility. When notified, the Contractor shall work closely with the Government to develop a proposal to transition to either the Government or another contractor. The Government will provide the specifics of what the transition includes at the time of the request for change.

b. The transition requirements may include the following:

1) A transition-out period, which will be mutually agreed upon following notification by the Government of an intent to transfer lab equipment, documentation or system test resources.

2) A requirement for the Contractor to work closely with the contractor receiving the lab(s), equipment, and supporting documentation during the transition-out period to allow the receiving contractor time to establish laboratory capability.

c. The Contractor shall execute an Associate Contractor Agreement (ACA) IAW Section H Clause "PROGRAM SYNCHRONIZATION", attend program reviews, participate in working groups, briefings, and on-site communications, and provide full disclosure of technical, cost, and programmatic information between Contractors/teams associated with meeting the various on-going requirements.

H-33 PROGRAM SYNCHRONIZATION (Nov 2010)

a. The Missile Defense Agency (MDA) requires the synchronized integration of platforms, sensors, and other components of the BMDS which were or are under separate development by multiple contractors. MDA uses the concept of End-to-End (EtE) performance to serve as the organizing principle that aligns and synchronizes these efforts to achieve the desired operational end-state for the BMDS. Synchronization is defined as the logical alignment of management, design, development, integration, modification, verification and validation, and test activities and processes such that sensors, data links, command and control (C2), and interceptors smoothly and optimally integrate within well-defined and commonly understood requirements and interfaces.

b. During the performance of this contract, the Contractor shall provide technical data and other information (to include limited and restricted rights data as defined by DFARS 252.227-7013 and 252.227-7014 or information protected under the Freedom of Information Act Exemption 4) to other Ballistic Missile Defense (BMD) Contractors and Government agencies to facilitate MDA objectives.

c. Pursuant to paragraphs (a) and (b) above the Contractor shall negotiate appropriate Associate Contractor Agreements (ACAs) and Non-Disclosure Agreements (NDAs) with other Contractors as necessary to implement the exchanges of technical data and other information required, ensure total system EtE performance, and also to protect technical data and other information from unauthorized disclosure or use. These agreements must not restrict any of the Government's rights established pursuant to this or any other contract. A copy of each ACA and amendments to ACAs shall be provided to the PCO in order for the Government to document the flow of information.

d. When associate contracts have been entered into or modified as described in this clause, the associate contractors and general information on the purpose of the associate contracts will be incorporated into this clause as shown below:

| Company Name | Contract # and Description | ACA Purpose |
|---------------------------------------|----------------------------|-------------|
| No contracts identified at this time. | | |

e. The ACAs shall, at a minimum, include the following general information: (1) Identify the associate contractors and their relationships; (2) Identify the program involved and the relevant Government contracts of the associate contractors; (3) Describe the associate contractor interfaces by general subject matter; (4) Specify the categories of information to be exchanged or support to be provided; (5) Include the expiration date (or event) of the ACA; and (6) Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of technical data or other information and restrictions on employees.

f. The Contractor's performance with respect to integration support, cooperation, and the exchange and sharing of information with other BMD contractors, shall comply with security classification requirements as outlined in the DD Form 254 incorporated into this contract.

g. Nothing in this clause shall take precedence over any other clause or provision of this contract nor does it in any way effect the Government's technical data rights.

H-37 INSERTION OF LIMITED OR RESTRICTED RIGHTS (DEC 2010)

a. Hardware items which are subject to Limited Rights in their associated technical data as defined in DFARS 252.227-7013 and software items which are subject to Restricted Rights as defined in DFARS 252.227-7014 shall not be incorporated into the design of any systems, or models/simulations thereof under this contract without the prior written authorization of the PCO. The Contractor's request shall include a rough order of magnitude (ROM) estimate to perform development if the data or software cannot be used as requested. If the PCO does not provide a decision within 30 days of the request, the request is considered denied. In the event the PCO authorizes inclusion of the Limited Rights technical data and/or Restricted software, such data or software will be added as an attachment within Section J.

b. Using Government assets in an Independent Research and Development (IRAD) project may be authorized on a case by case basis. The Contractor's request shall include an offer of consideration for use of such Government assets. The Government will evaluate the request, including the Contractor's offer of consideration, and either approve, deny, or offer an alternative form of consideration. Any such consideration will be mutually agreed to by the parties prior to use of Government assets. Consideration should include, at a minimum, specially negotiated rights granting the Government a license for Government Purpose Rights IAW DFARS 252.227-7013 and 252.227-7014 in the subject IRAD project. When the Contractor requests the use of Government assets for an IRAD project, the request shall include the purpose of the IRAD project and the potential benefit to the Government. The Contractor will be required to execute a bailment agreement prior to the transfer or use of Government assets.

H-39 COMPLIANCE WITH FAR 52.219-14, LIMITATION ON SUBCONTRACTING (FEB 2012)

a. The period of time used to determine compliance with FAR 52.219-14, Limitation on Subcontracting, will be the base contract period of performance or ordering period in the case of an Indefinite-Delivery Indefinite-Quantity (IDIQ) contract. Small business contractors do not have to comply with the percentage of the cost of contract performance incurred for each individual order placed under an IDIQ. In the case of Options, the Option periods will be used to determine compliance.

b. A concern is defined at FAR 19.001. For the purpose of making affiliation findings see FAR 19.101.

c. Pursuant to 13 CFR Section 121.103(h), a joint venture may or may not be in the form of a separate legal entity.

d. In accordance with 13 CFR Section 125.6(i), if the contractor is a joint venture and meets the following requirements, compliance with the "50% rule" will apply to the cooperative effort of the joint venture, not its individual members:

- (1) The joint venture contractor is exempt from affiliation under 13 CFR Section 121.103(h)(3); and,
- (2) The joint venture contractor qualifies as a small business concern.

H-42 FOREIGN PERSONS (May 2012)

a. "Foreign National" (also known as Foreign Persons) as used in this clause means any person who is NOT:

1. a citizen or national of the United States; or
2. a lawful permanent resident; or
3. a protected individual as defined by 8 U.S.C.1324b(a)(3).

"Lawful permanent resident" is a person having the status of having been lawfully accorded the privilege of residing permanently in the United States as an immigrant in accordance with the immigration laws and such status not having changed.

"Protected individual" is an alien who is lawfully admitted for permanent residence, is granted the status of an alien lawfully admitted for temporary residence under 8 U.S.C.1160(a) or 8 U.S.C.1255a(a)(1), is admitted as a refugee under 8 U.S.C.1157, or is granted asylum under section 8 U.S.C.1158; but does not include (i) an alien who fails to apply for naturalization within six months of the date the alien first becomes eligible (by virtue of period of lawful permanent residence) to apply for naturalization or, if later, within six months after November 6, 1986, and (ii) an alien who has applied on a timely basis, but has not been naturalized as a citizen within 2 years after the date of the application, unless the alien can establish that the alien is actively pursuing naturalization, except that time consumed in the Service's processing the application shall not be counted toward the 2-year period."

b. All employees of all entities that make up the contractor's team, whether subcontractors, consultants, or anyone who works with or on behalf of the contractor will be citizens of the U.S.

H-44 INCREMENTAL EXERCISE OF OPTIONS (SEP 2012)

The Government may exercise from time to time, either in whole or in part, some or all the option line items, CLINS 1001, 1002, 1003, 2001, 2002, 2003, 3001, 3002, 3003, 4001, 4002, 4003. Specific contract line items or sub-line items delineating a description of the supplies or services, quantity requirements, and a corresponding delivery schedule for the exercised options shall be identified in a unilateral contract modification. The Contracting Officer may exercise such an option by written notice to the Contractor within 30 days prior to the end of the current contract period.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------|--|----------|
| 52.202-1 | Definitions | JAN 2012 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | APR 1984 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government | SEP 2006 |
| 52.203-7 | Anti-Kickback Procedures | OCT 2010 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | JAN 1997 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | JAN 1997 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | OCT 2010 |
| 52.203-13 | Contractor Code of Business Ethics and Conduct | APR 2010 |
| 52.204-2 | Security Requirements | AUG 1996 |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper | MAY 2011 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 2011 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | AUG 2012 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | DEC 2010 |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters | JUL 2013 |
| 52.211-15 | Defense Priority And Allocation Requirements | APR 2008 |
| 52.215-2 | Audit and Records--Negotiation | OCT 2010 |
| 52.215-2 | Audit and Records--Negotiation | OCT 2010 |
| 52.215-8 | Order of Precedence--Uniform Contract Format | OCT 1997 |
| 52.215-10 | Price Reduction for Defective Certified Cost or Pricing Data | AUG 2011 |
| 52.215-11 | Price Reduction for Defective Certified Cost or Pricing Data-- Modifications | AUG 2011 |
| 52.215-12 | Subcontractor Certified Cost or Pricing Data | OCT 2010 |
| 52.215-13 | Subcontractor Certified Cost or Pricing Data--Modifications | OCT 2010 |
| 52.215-15 | Pension Adjustments and Asset Reversions | OCT 2010 |
| 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions | JUL 2005 |
| 52.215-19 | Notification of Ownership Changes | OCT 1997 |
| 52.215-21 | Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications | OCT 2010 |
| 52.215-23 | Limitations on Pass-Through Charges | OCT 2009 |
| 52.216-7 | Allowable Cost And Payment | JUN 2013 |
| 52.216-8 | Fixed Fee | JUN 2011 |
| 52.216-11 | Cost Contract--No Fee | APR 1984 |
| 52.216-24 | Limitation Of Government Liability | APR 1984 |
| 52.216-26 | Payments Of Allowable Costs Before Definitization | DEC 2002 |
| 52.219-8 | Utilization of Small Business Concerns | JAN 2011 |
| 52.219-14 | Limitations On Subcontracting | NOV 2011 |
| 52.219-28 | Post-Award Small Business Program Rerepresentation | JUL 2013 |
| 52.222-2 | Payment For Overtime Premiums | JUL 1990 |
| 52.222-3 | Convict Labor | JUN 2003 |

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|-----------------|--|----------|
| 52.222-4 | Contract Work Hours and Safety Standards Act - Overtime Compensation | JUL 2005 |
| 52.222-17 | Nondisplacement of Qualified Workers | JAN 2013 |
| 52.222-21 | Prohibition Of Segregated Facilities | FEB 1999 |
| 52.222-26 | Equal Opportunity | MAR 2007 |
| 52.222-35 | Equal Opportunity for Veterans | SEP 2010 |
| 52.222-36 | Affirmative Action For Workers With Disabilities | OCT 2010 |
| 52.222-37 | Employment Reports on Veterans | SEP 2010 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act | DEC 2010 |
| 52.222-50 | Combating Trafficking in Persons | FEB 2009 |
| 52.222-54 | Employment Eligibility Verification | AUG 2013 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | MAY 2011 |
| 52.223-6 | Drug-Free Workplace | MAY 2001 |
| 52.223-18 | Encouraging Contractor Policies To Ban Text Messaging While Driving | AUG 2011 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 2008 |
| 52.227-1 | Authorization and Consent | DEC 2007 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | DEC 2007 |
| 52.227-3 | Patent Indemnity | APR 1984 |
| 52.227-11 | Patent Rights--Ownership By The Contractor | DEC 2007 |
| 52.227-14 | Rights in Data--General | DEC 2007 |
| 52.228-5 | Insurance - Work On A Government Installation | JAN 1997 |
| 52.228-7 | Insurance--Liability To Third Persons | MAR 1996 |
| 52.232-9 | Limitation On Withholding Of Payments | APR 1984 |
| 52.232-17 | Interest | OCT 2010 |
| 52.232-18 | Availability Of Funds | APR 1984 |
| 52.232-20 | Limitation Of Cost | APR 1984 |
| 52.232-22 | Limitation Of Funds | APR 1984 |
| 52.232-23 | Assignment Of Claims | JAN 1986 |
| 52.232-25 | Prompt Payment | OCT 2008 |
| 52.232-25 Alt I | Prompt Payment (July 2013) Alternate I | FEB 2002 |
| 52.232-33 | Payment by Electronic Funds Transfer--Central Contractor Registration | OCT 2003 |
| 52.233-1 | Disputes | JUL 2002 |
| 52.233-1 Alt I | Disputes (Jul 2002) - Alternate I | DEC 1991 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.233-3 Alt I | Protest After Award (Aug 1996) - Alternate I | JUN 1985 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| 52.242-1 | Notice of Intent to Disallow Costs | APR 1984 |
| 52.242-3 | Penalties for Unallowable Costs | MAY 2001 |
| 52.242-4 | Certification of Final Indirect Costs | JAN 1997 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.243-2 | Changes--Cost-Reimbursement | AUG 1987 |
| 52.243-2 Alt I | Changes--Cost-Reimbursement (Aug 1987) - Alternate I | APR 1984 |
| 52.244-2 | Subcontracts | OCT 2010 |
| 52.244-5 | Competition In Subcontracting | DEC 1996 |
| 52.244-6 | Subcontracts for Commercial Items | JUL 2013 |
| 52.245-1 | Government Property | APR 2012 |
| 52.245-9 | Use And Charges | APR 2012 |
| 52.246-23 | Limitation Of Liability | FEB 1997 |
| 52.246-25 | Limitation Of Liability--Services | FEB 1997 |
| 52.248-1 | Value Engineering | OCT 2010 |
| 52.249-6 | Termination (Cost Reimbursement) | MAY 2004 |

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|--------------------|--|----------|
| 52.249-14 | Excusable Delays | APR 1984 |
| 52.251-1 | Government Supply Sources | APR 2012 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |
| 252.201-7000 | Contracting Officer's Representative | DEC 1991 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | SEP 2011 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies | DEC 2008 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | JAN 2009 |
| 252.203-7003 | Agency Office of the Inspector General | DEC 2012 |
| 252.203-7004 | Display of Fraud Hotline Poster(s) | DEC 2012 |
| 252.204-7000 | Disclosure Of Information | AUG 2013 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7004 Alt A | System for Award Management Alternate A | MAY 2013 |
| 252.204-7005 | Oral Attestation of Security Responsibilities | NOV 2001 |
| 252.204-7006 | Billing Instructions | OCT 2005 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country | DEC 2006 |
| 252.211-7007 | Reporting of Government-Furnished Property | AUG 2012 |
| 252.211-7007 | Reporting of Government-Furnished Property | AUG 2012 |
| 252.215-7000 | Pricing Adjustments | DEC 2012 |
| 252.215-7002 | Cost Estimating System Requirements | DEC 2012 |
| 252.223-7002 | Safety Precautions For Ammunition And Explosives | MAY 1994 |
| 252.223-7003 | Changes In Place Of Performance--Ammunition And Explosives | DEC 1991 |
| 252.223-7004 | Drug Free Work Force | SEP 1988 |
| 252.223-7006 | Prohibition On Storage And Disposal Of Toxic And Hazardous Materials | APR 2012 |
| 252.223-7007 | Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives | SEP 1999 |
| 252.225-7006 | Quarterly Reporting of Actual Contract Performance Outside the United States | OCT 2010 |
| 252.225-7012 | Preference For Certain Domestic Commodities | FEB 2013 |
| 252.226-7001 | Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns | SEP 2004 |
| 252.227-7000 | Non-estoppel | OCT 1966 |
| 252.227-7013 | Rights in Technical Data--Noncommercial Items | JUN 2013 |
| 252.227-7015 | Technical Data--Commercial Items | JUN 2013 |
| 252.227-7016 | Rights in Bid or Proposal Information | JAN 2011 |
| 252.227-7019 | Validation of Asserted Restrictions--Computer Software | SEP 2011 |
| 252.227-7025 | Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends | MAR 2011 |
| 252.227-7026 | Deferred Delivery Of Technical Data Or Computer Software | APR 1988 |
| 252.227-7027 | Deferred Ordering Of Technical Data Or Computer Software | APR 1988 |
| 252.227-7030 | Technical Data--Withholding Of Payment | MAR 2000 |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data | JUN 2013 |
| 252.227-7039 | Patents--Reporting Of Subject Inventions | APR 1990 |
| 252.231-7000 | Supplemental Cost Principles | DEC 1991 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports | JUN 2012 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |
| 252.237-7010 | Prohibition on Interrogation of Detainees by Contractor Personnel | JUN 2013 |
| 252.242-7006 | Accounting System Administration | FEB 2012 |

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| 252.243-7002 | Requests for Equitable Adjustment | DEC 2012 |
| 252.244-7001 | Contractor Purchasing System Administration | JUN 2012 |
| 252.245-7001 | Tagging, Labeling, and Marking of Government-Furnished Property | APR 2012 |
| 252.245-7002 | Reporting Loss of Government Property | APR 2012 |
| 252.245-7003 | Contractor Property Management System Administration | APR 2012 |
| 252.247-7023 | Transportation of Supplies by Sea | JUN 2013 |
| 252.247-7024 | Notification Of Transportation Of Supplies By Sea | MAR 2000 |
| 252.249-7002 | Notification of Anticipated Contract Termination or Reduction | OCT 2010 |
| 252.251-7000 | Ordering From Government Supply Sources | AUG 2012 |

CLAUSES INCORPORATED BY FULL TEXT

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 60 days prior to the end of the current contract period.

(End of clause)

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 before the date the contract expires; 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 5 years and 6 months.

(End of clause)

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):

<https://acquisition.gov/far/>

(End of clause)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS AND EXHIBITS

| Document | Title | Date |
|--------------|---|-------------|
| Attachment 1 | Statement of Work | 26 AUG 2013 |
| Attachment 2 | DD254 – Contract Security Classification Specification | 28 AUG 2013 |
| Attachment 3 | MDA Organization Conflict of Interest (OCI) Policy Memo #51 | 30 MAY 2012 |
| Exhibit A | DD1423 – Contract Data Requirements List (CDRL) | 16 JUL 2013 |

| | | | | | | |
|---|--|---|--|--|-------------------------------|-----------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE U | | PAGE OF PAGES 1 4 | |
| 2. AMENDMENT/MODIFICATION NO. P00001 | | 3. EFFECTIVE DATE 28-Mar-2014 | | 4. REQUISITION/PURCHASE REQ. NO. HQ0147433471 | | 5. PROJECT NO. (if applicable) |
| 6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 | | CODE HQ0147 | 7. ADMINISTERED BY (If other than item 6) DCMA MARYLAND 217 EAST REDWOOD STREET SUITE 1800 BALTIMORE MD 21202-5299 | | CODE S2101A | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) INUTEQ, LLC 6303 IVY LANE, SUITE 130 GREENBELT MD 20770-6322 | | | | 9A. AMENDMENT OF SOLICITATION NO. | | |
| | | | | 9B. DATED (SEE ITEM 11) | | |
| | | | | X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0005 | | |
| | | | | X 10B. DATED (SEE ITEM 13) 27-Feb-2014 | | |
| CODE 5NIT4 | | FACILITY CODE | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | |
| <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. | | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule | | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT 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). | | | | | | |
| X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bilateral; FAR 43.103 (a) Mutual Agreement of Both Parties | | | | | | |
| D. OTHER (Specify type of modification and authority) | | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 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)(6) The purpose of this modification is as follows: 1. Add FY14 funds to CLIN 0001 in the amount of (b)(4) 2. Add FY14 funds to CLIN 0002 in the amount of (b)(4) 3. Incorporate 252.232-7006 Wide Area Work Flow Payment Instructions. | | | | | | |
| 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 SIGNED (Type or print) (b)(6) Sr. Contract Administrator (b)(6) | | | | | | |
| (b)(6) | | 15C. DATE SIGNED 4-2-14 | | (b)(6) | | 16C. DATE SIGNED 4-8-14 |

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105/04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000101:

AA: 044411 097 0400 000 N 20142015 D 2520 YG_ST05P_FY14 TC-U0-
FY1415 71TC 251 (CIN HQ01474334710001) was increased by (b)(4) from
(b)(4) to (b)(4)

SUBCLIN 000201:

AA: 044411 097 0400 000 N 20142015 D 2520 YG_ST05P_FY14 TC-U0-
FY1415 71TC 251 (CIN HQ01474334710002) was increased by (b)(4) from
(b)(4) to (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

CLIN 0001:
Estimated funds exhaustion date:

(b)(4)

CLIN 0002:
Estimated funds exhaustion date:

SECTION I - CONTRACT CLAUSES

The following have been added by full text:

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).

Combo

(Contracting Officer: Insert applicable document type(s). 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.

Not Applicable

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable".)

(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*

| Field Name in WAWF | Data to be entered in WAWF |
|---------------------------|----------------------------|
| Pay Official DoDAAC | HQ0338 |
| Issue By DoDAAC | HQ0147 |
| Admin DoDAAC | S2101A |
| Inspect By DoDAAC | TBD |
| Ship To Code | TBD |
| Ship From Code | TBD |
| Mark For Code | TBD |
| Service Approver (DoDAAC) | HQ0147 |
| Service Acceptor (DoDAAC) | HQ0147 |
| Accept at Other DoDAAC | TBD |
| LPO DoDAAC | TBD |
| DCAA Auditor DoDAAC | TBD |
| Other DoDAAC(s) | TBD |

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(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 email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(b)(6)

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

(b)(6)

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

(End of Summary of Changes)

| | | | | | |
|---|--|---|---|--|--------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE U | PAGE OF PAGES 1 5 |
| 2. AMENDMENT/MODIFICATION NO. P00002 | | 3. EFFECTIVE DATE 20-Oct-2014 | 4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE | | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY CODE HQ0147 MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 | | 7. ADMINISTERED BY (If other than item 6) CODE S2101A DCMA MARYLAND 217 EAST REDWOOD STREET SUITE 1800 BALTIMORE MD 21202-5299 | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) INUTEQ, LLC 6303 IVY LANE, SUITE 130 GREENBELT MD 20770-6322 | | | | 9A. AMENDMENT OF SOLICITATION NO. | |
| | | | | 9B. DATED (SEE ITEM 11) | |
| | | | | X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0005 | |
| | | | | X 10B. DATED (SEE ITEM 13) 27-Feb-2014 | |
| CODE 5NIT4 | | FACILITY CODE | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | |
| <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. | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule | | | | | |
| 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). | | | | | |
| X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a) Mutual Agreement of Both Parties | | | | | |
| D. OTHER (Specify type of modification and authority) | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> 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)(6) 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) (b)(6) Sr. Contracts Administrator | | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) | | |
| 15B. CONTRACTOR/OFFEROR (b)(6) (Signature of person authorized to sign) | | 15C. DATE SIGNED 10/27/14 | | 16C. DATE SIGNED 27 Oct 2014 | |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:SUMMARY OF CHANGES.

The purpose of this modification is to:

1. Provide a final settlement of InuTeq Travel Proposal submitted to the Government on September 04, 2014 in response to Request for Proposal HQ0147-C-0005: Targets and Countermeasures Non- Personal Technical, Engineering, Data Management, and Project Management Support Effort – Increasing CLIN 0002 for Travel. As a result, the negotiated settlement amount is (b)(4)
2. Update Section B to increase the contract value for CLIN 0002 by (b)(6) to (b)(6)
3. Deobligate funding from CLIN 0001 in the amount of (b)(6)
4. Obligate funding on CLIN 0002 in the amount of (b)(6)
5. Update Section G-01 Contract Administration, to change the Procuring Contracting Officer (PCO) and the Contracting Official for eSRS;
6. Update G-06 "Allotment of Funds".

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4) (EST).

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)
 The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000202 is added as follows:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---------------------------------------|----------|------|----------------|--------|
| 000202 | Incremental Funding CLIN 0002 | | | | (b)(4) |
| | COST | | | | |
| | FOB: Destination | | | | |
| | PURCHASE REQUEST NUMBER: HQ0147437495 | | | | |
| | | | | ESTIMATED COST | (b)(4) |
| | ACRN AA | | | | |
| | CIN: HQ01474374950001 | | | | |

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000202:

| | | | |
|------------|------------|-----------|------------|
| INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
| N/A | N/A | N/A | Government |

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

SUBCLIN 000101:

AA: 044411 097 0400 000 N 20142015 D 2520 YG_ST05P_FY14 TC-U0-FY1415 71TC
 251 (CIN HQ01474334710001) was decreased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000202:

Funding on SUBCLIN 000202 is initiated as follows:

ACRN: AA

CIN: HQ01474374950001

Acctng Data: 044411 097 0400 000 N 20142015 D 2520 YG_ST05P_FY14 TC-U0-FY1415
 71TC 251

Increase (b)(4)

Total: (b)(4)

The following have been modified:

G-01 CONTRACT ADMINISTRATION (MAY 2012)

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of this contract:

a. CONTRACTING OFFICERS

All contract administration will be effected by the Procuring Contracting Officer (PCO) or designated Administrative Contracting Officer (ACO). Communication pertaining to the contract administration should be addressed to the Contracting Officer. Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to the cognizant contract administration office. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

The point of contact for all contractual matters is:

Name: (b)(6)

Organizational Code: MDA/DACT

Telephone Number: (b)(6)

E-Mail Address: (b)(6)

b. CONTRACTING OFFICER'S REPRESENTATIVE/CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

Neither the Contracting Officer's Representative (COR) nor the Contracting Officer's Technical Representative (COTR) is authorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a formal modification to the contract. The authority of the COR and the COTR is strictly limited to him/her, without redelegation, to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer, a COR or a COTR acting outside the strict limits of his/her responsibilities as set forth in his/her letter of appointment do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

The COR under this contract is:

Name: (b)(6)

Organizational Code: MDA/TCR

Telephone Number: (b)(6)

E-Mail Address: (b)(6)

c. CONTRACTING OFFICIAL FOR eSRS

FAR 52.219-9, Small Business Subcontracting Plan requires the use of the Electronic Subcontracting Reporting System (eSRS) for subcontract reporting. The contracting official for eSRS under this contract is:

Name: (b)(6)

Organizational Code: MDA/DACT

Telephone Number: (b)(6)

E-Mail Address: (b)(6)

For detailed information regarding eSRS visit <http://www.acq.osd.mil/dpap/pdi/eb/index.html>.

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

CLIN 0001:

Estimated funds exhaustion date:

CLIN 0002:

Estimated funds exhaustion date:

(b)(4)

(End of Summary of Changes)

| | | | | | | | |
|---|--|---|--|--|--|-------------------------------------|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE U | | PAGE OF PAGES 1 3 | |
| 2. AMENDMENT/MODIFICATION NO. P00003 | | 3. EFFECTIVE DATE 12-Nov-2014 | | 4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE | | 5. PROJECT NO. (If applicable) | |
| 6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 | | CODE HQ0147 | | 7. ADMINISTERED BY* (If other than item 6) DCMA MARYLAND 217 EAST REDWOOD STREET SUITE 1800 BALTIMORE MD 21202-5299 | | CODE S2101A | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) INUTEQ, LLC 6303 IVY LANE, SUITE 130 GREENBELT MD 20770-6322 | | | | 9A. AMENDMENT OF SOLICITATION NO. | | | |
| | | | | 9B. DATED (SEE ITEM 11) | | | |
| | | | | X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0005 | | | |
| | | | | X 10B. DATED (SEE ITEM 13) 27-Feb-2014 | | | |
| CODE 5NTT4 | | FACILITY CODE | | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | |
| <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. | | | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule | | | | | | | |
| 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 52.232-22 Limitation of Funds | | | | | | | |
| 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)(6) The purpose of this modification is to: 1. Incrementally fund CLIN 0001 in the amount of (b)(4) 2. Update Section G-06 Allotment of Funds to reflect funding allotment to CLIN 0001. | | | | | | | |
| 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) (b)(6) CONTRACTING OFFICER TEL: (b)(6) EMAIL: (b)(6) | | | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | | 15C. DATE SIGNED | | 16B. UNITED STATES OF AMERICA (b)(6) (Signature of Contracting Officer) | | 16C. DATE SIGNED 12-Nov-2014 | |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000102 is added as follows:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|----------------------|--------|
| 000102 | Incremental Funding CLIN 0001 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147540328 | | | | (b)(4) |
| | | | | ESTIMATED COST | (b)(4) |
| | | | | FIXED FEE | |
| | | | | TOTAL EST COST + FEE | |
| | ACRN AB CIN: HQ01475403280001 | | | | |

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000102:

| INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------------|------------|-----------|------------|
| N/A | N/A | N/A | Government |

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000102:

Funding on SUBCLIN 000102 is initiated as follows:

ACRN: AB

CIN: HQ01475403280001

Acting Data: 044411 097 0400 000 N 20152016 D 2520 YG_ST05P_FY15
71TC 251

TC-U0-FY1516

Increase: (b)(4)

Total (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

| | |
|----------------------------------|--------|
| CLIN 0001: | (b)(4) |
| Estimated funds exhaustion date: | |
| CLIN 0002: | |
| Estimated funds exhaustion date: | |

(End of Summary of Changes)

| | | | | | | | |
|--|--|------------------------------------|--|--|--|--------------------------------|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE U | | PAGE OF PAGES 1 9 | |
| 2. AMENDMENT/MODIFICATION NO. P00004 | | 3. EFFECTIVE DATE | | 4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE | | 5. PROJECT NO. (If applicable) | |
| 6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 | | CODE: HQ0147 | | 7. ADMINISTERED BY (If other than item 6) DCMA MARYLAND 217 EAST REDWOOD STREET SUITE 1800 BALTIMORE MD 21202 5299 | | CODE: S2101A | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) INUIEQ, LLC 6303 IVY LANE, SUITE 130 GREENBELT MD 20770-6322 | | | | 9A. AMENDMENT OF SOLICITATION NO. | | | |
| | | | | 9B. DATED (SEE ITEM 11) | | | |
| | | | | X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0005 | | | |
| | | | | X 10B. DATED (SEE ITEM 13) 27-Feb-2014 | | | |
| CODE 5NTT4 | | FACILITY CODE | | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | |
| <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. | | | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) | | | | | | | |
| 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: | | | | | | | |
| D. OTHER (Specify type of modification and authority) | | | | | | | |
| E. IMPORTANT: Contractor <input 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)(6) This modification exercises options 1001, 1002, and 1003. To simplify contract administration, the ceiling and period of performance (PoP) will be rolled into the base 000X CLINs to allow for full use of previously obligated multi-year funding. The PoP for CLINs 0001, 0002, and 0003 is extended through (b)(4) . The ceiling increases to the base CLINs are as follows: CLIN 0001 - Increase ceiling by (b)(4) est. cost, (b)(4) fixed fee) CLIN 0002 - Increase ceiling by \$ (b)(4) (Cost Only CLIN) CLIN 0003 - Not Separately Priced This modification also changes the Contracting Officer and Contracting Officer Representative names and contact information. There are no other changes in this modification. 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) (b)(6) Sr. Contracts Admin | | | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL: EMAIL: | | | |
| 15B. CONTRACTOR/OFFEROR (b)(6) (Signature of person authorized to sign) | | 15C. DATE SIGNED 2-24-15 | | 16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer) | | 16C. DATE SIGNED | |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4) (EST).

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The CLIN description has changed from Engineering Services (Base Year) to Eng. Services (Base Year & Option Yr 1).

The CLIN extended description has changed from Total DPLH: (b)(4) LOE Contractor shall perform the cost plus fixed fee service effort under this CLIN as set forth in the Statement of Work, Section J, Attachment 1. The contractor is to propose a cost plus fixed fee labor rate for this CLIN. to Total DPLH: (b)(4) LOE (Base Yr + Option Yr 1) Contractor shall perform the cost plus

fixed fee service effort under this CLIN as set forth in the Statement of Work, Section J, Attachment 1. The contractor is to propose a cost plus fixed fee labor rate for this CLIN.

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)

The pricing detail quantity has increased by (b)(4) from (b)(4) to (b)(4)

The fixed fee has increased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4) (EST).

CLIN 0002

The CLIN description has changed from Other Direct Cost (Base Year) to Other Direct Cost (Base & Option Yr 1).

The CLIN extended description has changed from This CLIN is to be utilized for non-labor costs related to CLIN 0001, Engineering Services (Base Year), for materials, tooling, facilities, engineering resources, miscellaneous expenses, and travel, in accordance with FAR 52.216-11. There is NO FEE paid on this CLIN. Any purchases/expenses above the Simplified Acquisition Threshold of \$150,000 will require the contractor to provide price justification for PCO approval before costs are incurred. to This CLIN is to be utilized for non-labor costs related to CLIN 0001, Engineering Services (Base Year & Option Year 1), for materials, tooling, facilities, engineering resources, miscellaneous expenses, and travel, in accordance with FAR 52.216-11. There is NO FEE paid on this CLIN. Any purchases/expenses above the Simplified Acquisition Threshold of \$150,000 will require the contractor to provide price justification for PCO approval before costs are incurred.

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

CLIN 0003

The CLIN description has changed from Data (Base Year) to Data (Base Year & Option Yr 1).

CLIN 1001

The CLIN extended description has changed from Total DPLH: 8,347 LOE Contractor shall perform the cost plus fixed fee service effort under this CLIN as set forth in the Statement of Work, Section J, Attachment 1. The contractor is to propose a cost plus fixed fee labor rate for this CLIN. to P0004 moved the ceiling associated with this option CLIN to CLIN 0001. The period of performance for CLIN 0001 was also extended thru February 27, 2016, the end of the period of performance for Option Year 1.

Contractor shall perform the cost plus fixed fee service effort under this CLIN as set forth in the Statement of Work, Section J, Attachment 1. The contractor is to propose a cost plus fixed fee labor rate for this CLIN..

The estimated/max cost has decreased by (b)(6) from (b)(4) to (b)(4)

The pricing detail quantity (b)(4) has been deleted.

The fixed fee has decreased by (b)(4) from (b)(4) to (b)(4)

The option status has changed from Option to Option Exercised.

The total cost of this line item has decreased by (b)(4) from (b)(4) to UNDEFINED.

CLIN 1002

The CLIN extended description has changed from This CLIN is to be utilized for non-labor costs related to CLIN 0001, Engineering Services (Option Year 1), for materials, tooling, facilities, engineering resources, miscellaneous expenses, and travel, in accordance with FAR 52.216-11. There is NO FEE paid on this CLIN. Any purchases/expenses above the Simplified Acquisition Threshold of \$150,000 will require the contractor to provide price justification for PCO approval before costs are incurred. to P0004 moved the ceiling associated with this option CLIN to CLIN 0002. The period of performance for CLIN 0002 was also extended thru the end of this option CLIN's period of performance. This CLIN is to be utilized for non-labor costs related to CLIN 0001, Engineering Services (Option Year 1), for materials, tooling, facilities, engineering resources, miscellaneous expenses, and travel, in accordance with FAR 52.216-11. There is NO FEE paid on this CLIN. Any purchases/expenses above the Simplified Acquisition Threshold of \$150,000 will require the contractor to provide price justification for PCO approval before costs are incurred..

The estimated/max cost has decreased by (b)(4) from (b)(4) to (b)(4)

The option status has changed from Option to Option Exercised.

The total cost of this line item has decreased by (b)(4) from (b)(4) to (b)(4)

CLIN 1003

The option status has changed from Option to Option Exercised.

SECTION D - PACKAGING AND MARKING

The following have been modified:

D-02 PACKAGING AND MARKING OF HARDWARE ITEMS (APR 2009)

a. The contractor shall utilize best commercial practices for the preservation, packaging, marking and labeling of any hardware delivered under this contract to insure safe delivery at final destination. However, the contractor should also note the requirements of DFARS 252.211-7003, Item Identification and Valuation, if applicable.

b. Packaging and marking of hazardous materials shall comply with Title 49 of the Code of Federal Regulation and the International Maritime Dangerous Goods.

c. MARKING INSTRUCTIONS FOR MISSILE DEFENSE AGENCY (MDA) REQUIREMENTS –
Request for marking instructions shall be submitted electronically at least 90 days prior to required delivery date, to the Contracting Officer's representative. (b)(6)

Missile Defense Agency, MDA/TC
Bldg 5222 Martin Road
Redstone Arsenal, AL 35898

(b)(6)

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

| DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|-----------------------------------|----------|--|--------|
| POP 28-FEB-2014 TO 27-FEB-2015 | N/A | MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Origin | HQ0147 |

To:

| DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|-----------------------------------|----------|--|--------|
| POP 28-FEB-2014 TO 27-FEB-2016 | N/A | MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Origin | HQ0147 |

The following Delivery Schedule item for CLIN 0002 has been changed from:

| DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|-----------------------------------|----------|--|--------|
| POP 28-FEB-2014 TO 27-FEB-2015 | N/A | MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Origin | HQ0147 |

To:

| DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|-----------------------------------|----------|--|--------|
| POP 28-FEB-2014 TO 27-FEB-2016 | N/A | MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Origin | HQ0147 |

The following Delivery Schedule item for CLIN 0003 has been changed from:

| DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|-----------------------------------|----------|---|--------|
| POP 28-FEB-2014 TO 27-FEB-2015 | N/A | MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination | HQ0147 |

To:

| DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|-----------------------------------|----------|---|--------|
| POP 28-FEB-2014 TO 27-FEB-2016 | N/A | MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination | HQ0147 |

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

G-01 CONTRACT ADMINISTRATION (MAY 2012)

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of this contract:

a. CONTRACTING OFFICERS

All contract administration will be effected by the Procuring Contracting Officer (PCO) or designated Administrative Contracting Officer (ACO). Communication pertaining to the contract administration should be addressed to the Contracting Officer. Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to the cognizant contract administration office. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

The point of contact for all contractual matters is:

Name: (b)(6)

Organizational Code: MDA/DACT

Telephone Number: (b)(6)

E-Mail Address: (b)(6)

b. CONTRACTING OFFICER'S REPRESENTATIVE/CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

Neither the Contracting Officer's Representative (COR) nor the Contracting Officer's Technical Representative (COTR) is authorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a formal modification to the contract. The authority of the COR and the COTR is strictly limited to him/her, without redelegation, to the specific duties set

forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer, a COR or a COTR acting outside the strict limits of his/her responsibilities as set forth in his/her letter of appointment do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

The COR under this contract is:

Name: (b)(6)
Organizational Code: MDA/DAC
Telephone Number: (b)(6)
E-Mail Address: (b)(6)

c. CONTRACTING OFFICIAL FOR eSRS

FAR 52.219-9, Small Business Subcontracting Plan requires the use of the Electronic Subcontracting Reporting System (eSRS) for subcontract reporting. The contracting official for eSRS under this contract is:

Name: (b)(6)
Organizational Code: MDA/DAC
Telephone Number: (b)(6)
E-Mail Address: (b)(6)

For detailed information regarding eSRS visit <http://www.acq.osd.mil/dpap/pdi/eb/index.html>.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

H-08 PUBLIC RELEASE OF INFORMATION (APR 2009)

- a. The policies and procedures outlined herein apply to information submitted by the Contractor and his subcontractors for approval for public release. Prior to public release, all information shall be cleared as shown in the "National Industrial Security Program Operations Manual" (DoD 5220.22-M). At a minimum, these materials may be technical papers, presentations, articles for publication and speeches or mass media material, such as press releases, photographs, fact sheets, advertising, posters, compact discs, videos, etc.
- b. All materials which relate to the work performed by the contractor under this contract shall be submitted to MDA for review and approval prior to release to the public. Subcontractor public information materials shall be submitted for approval through the prime contractor to MDA.
- c. The MDA review and approval process for contractors working under an MDA contract starts with the contracting officer's representative (COR).
 - (1) The contractor shall request a copy of MDA form "Security and Policy Review Worksheet for Public Release Review" (.pdf format) or any superseding form from the MDA.
 - (2) The contractor shall complete Blocks 1, 2, 3 and 6 of Worksheet (or comply with the instructions of any superseding form) and submit it with materials to be cleared to the COR (see paragraph j. below). If the

information was previously cleared, provide the Public Release Case Number if available and a copy of the previous document highlighting the updated information.

(3) The COR may affirm "public releaseability" by signing the Statement of Certification in Block 7 of the Worksheet.

(4) The COR will forward the Worksheet with the materials to be cleared to the MDA designated point of contact for Block 8 approval and submission of package to MDA/PA.

(5) The COR will notify the contractor of the agency's final decision regarding the status of the request.

d. The contractor shall submit the following to the COR at least 60 days in advance of the proposed release date:

(1) Security and Policy Review Worksheet and one (1) electronic copy of the material to be reviewed..

(2) Written statement, including:

(a) To whom the material is to be released

(b) Desired date for public release

(c) Statement that the material has been reviewed and approved by officials of the contractor or the subcontractor, for public release, and

(d) The contract number.

e. The items submitted must be complete. Photographs shall have captions.

f. Outlines, rough drafts, marked-up copy (with handwritten notes), incorrect distribution statements, FOUO information, export controlled or ITAR information will not be accepted or cleared.

g. Abstracts or abbreviated materials may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, clearance of abstracts or abbreviated materials does not satisfy the requirement for clearance of the entire paper.

h. The MDA Director of Public Affairs (MDA/PA) is responsible for coordinating the public release review. MDA/PA will work directly with the COR if there are questions or concerns regarding submissions. MDA/PA will not work with contractors who have not gone through their COR.

i. Once information has been cleared for public release, it is in the public domain and shall always be used in its originally cleared context and format. Information previously cleared for public release but containing new, modified or further developed information must be submitted again for public release following the steps outlined in items a. through h. above.

j. Due to time and screening constraints, it is recommended that all "public release" packages submitted to MDA be forwarded by a commercial overnight delivery service, addressed as follows:

Missile Defense Agency
Attn: Organizational Code: MDA/TCL
Name: (b)(6)
Bldg 5222 Martin Road
Redstone Arsenal, AL 35898
Telephone Number: (b)(6)

a. The MDA/TC is the cognizant Government technical organization for this contract and will provide technical instruction as defined herein. Technical instructions shall be exercised by designated/appointed Contracting Officer's Representatives (COR):

Missile Defense Agency
Attn: Organizational Code: MDA/DACT
Name: (b)(6)
Bldg 5222 Martin Road
Redstone Arsenal, AL 35898
Telephone Number: (b)(6)

b. Technical instruction, as defined in this clause is the process by which the progress of the Contractor's technical efforts are reviewed and evaluated and guidance for the continuation of the effort is provided by the Government. It also includes technical discussions and, to the extent required and specified elsewhere in this contract, defining interfaces between contractors; approving plans; approving Contract Data Requirements List (CDRL) submissions; approving schedules for preliminary and critical design reviews; participating in meetings; providing technical and management information; and responding to request for research and development planning data on all matters pertaining to this contract. The Contractor agrees to accept technical instruction only in the form and procedure set forth herein below.

c. Except for routine discussions having an impact on Contractor performance, technical instruction described above shall only be authorized and binding on the Contractor if provided in writing from the applicable Government official designated above. The technical instruction shall refer to the applicable paragraph(s) of the Statement of Work (SOW) and shall not effect or result in a change within the meaning of the "CHANGES" clause, or any other change in the SOW, price, schedule, or the level of effort required by the contract. All commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract must be executed by the Procuring Contracting Officer (PCO). It is emphasized that such changes are outside the authority of the COTR designated above. The COTR is not authorized to issue any instruction which authorizes a change in the contract requirements. Notwithstanding any provision to the contrary in any technical instruction, the estimated cost of this contract, and, if this contract is incrementally funded, the amount of funds allotted, shall not be increased or deemed to be increased by issuance thereof.

d. A COTR serves as a liaison for technical aspects of the contract and maintains direct communications with both the Contractor and the PCO. A COTR provides surveillance and monitoring of Contractor performance and may provide technical instruction as specified above or as otherwise limited or specified in the appointment or in the contract. A COTR's designation cannot be re-delegated unless authorized in writing by the PCO.

e. The Contracting Officer's Representative (COR) is authorized to perform specific administrative functions on this contract. The COR monitors and reports contractor performance, inspections and acceptance, security issues, property disposal, tracking of budget and funding issues, approval of invoices (if applicable), and other approvals and administrative functions as delegated by the PCO. These administrative functions shall be exercised by designated/appointed CORs:

Missile Defense Agency
Attn: Organizational Code: MDA/DACT
Name: (b)(6)
Bldg 5222 Martin Road
Redstone Arsenal, AL 35898
Telephone Number: (b)(6)

f. The COR has no authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract. This individual is not authorized to issue any instruction

which authorizes the Contractor to either exceed or perform less than the contract requirements. Notwithstanding any provision to the contrary in any COR instruction, the estimated cost of this contract, and, if this contract is incrementally funded, the amount of funds allotted, shall not be increased or deemed to be increased by issuance thereof. A COR's designation cannot be re-delegated unless authorized in writing by the PCO.

g. Government personnel, Government Contractor Support Services (CSS) contractors and Federally Funded Research and Development Companies (FFRDCs) personnel will frequently be present at Integrated Product Team (IPT) meetings and Contractor facilities. The Government IPT members, their CSS support and FFRDCs may communicate with the Contractor on technical issues; review designs/documents/work products; and provide clarification, opinion, and advice on contract requirements. The Contractor shall not construe advice, opinions, reviews, and clarifications from the Government IPT members, their CSS support or FFRDCs as changes to the terms and conditions of the contract. A PCO is the only individual authorized to change the terms and conditions of the contract.

(End of Summary of Changes)

| | | | | | | | |
|---|--|---|--|---|--|--------------------------------|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE U | | PAGE OF PAGES 1 3 | |
| 2. AMENDMENT/MODIFICATION NO. P00005 | | 3. EFFECTIVE DATE 01-Apr-2015 | | 4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE | | 5. PROJECT NO. (If applicable) | |
| 6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 | | CODE HQ0147 | | 7. ADMINISTERED BY* (If other than item 6) DCMA MARYLAND 217 EAST REDWOOD STREET SUITE 1800 BALTIMORE MD 21202-5299 | | CODE S2101A | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) INUTEQ, LLC 6303 IVY LANE, SUITE 130 GREENBELT MD 20770-6322 | | | | 9A. AMENDMENT OF SOLICITATION NO. | | | |
| | | | | 9B. DATED (SEE ITEM 11) | | | |
| | | | | X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0005 | | | |
| | | | | X 10B. DATED (SEE ITEM 13) 27-Feb-2014 | | | |
| CODE 5NTT4 | | FACILITY CODE | | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | |
| <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. | | | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule | | | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/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. | | | | | | | |
| 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)(6) This modification obligates (b)(4) of incremental funding for CLIN 0001. There are no other changes in this modification | | | | | | | |
| 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) | | | |
| | | | | (b)(6) CONTRACT SPECIALIST | | | |
| | | | | TEL: (b)(6) | | EMAIL: (b)(6) | |
| 15B. CONTRACTOR/OFFEROR | | 15C. DATE SIGNED | | 16B. UNITED STATES OF AMERICA | | 16C. DATE SIGNED | |
| (Signature of person authorized to sign) | | | | BY (b)(6) | | 01-Apr-2015 | |
| | | | | (Signature of Contracting Officer) | | | |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000103 is added as follows:

| ITEM NO | SUPPLIES/SERVICES | AMOUNT |
|---------|---------------------------------------|--------|
| 000103 | CLIN 0001 Incremental Funding | |
| | ACRN AB | (b)(4) |
| | PURCHASE REQUEST NUMBER: HQ0147545518 | |

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000103:

| INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------------|------------|-----------|------------|
| N/A | N/A | N/A | Government |

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000103:

Funding on SUBCLIN 000103 is initiated as follows:

ACRN: AB

CIN: HQ01475455180001

Acctng Data: 044411 097 0400 000 N 20152016 D 2520 YG_ST05P_FY15
 71TC 251

TC-U0-FY1516

Increase (b)(4)

Total (b)(4)

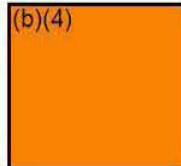
The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

CLIN 0001:
Estimated funds exhaustion date:

CLIN 0002:
Estimated funds exhaustion date:



(End of Summary of Changes)

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE U | PAGE OF PAGES 1 8 |
|---|---|--|-------------------------------|--|-------------------------------|
| 2. AMENDMENT/MODIFICATION NO. P00006 | 3. EFFECTIVE DATE 08-Dec-2015 | 4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE | 5. PROJECT NO.(If applicable) | | |
| 6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 | CODE HQ0147 | 7. ADMINISTERED BY (If other than item 6) DCMA MARYLAND 217 EAST REDWOOD STREET SUITE 1800 BALTIMORE MD 21202-5299 | | CODE S2101A | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) INUTEC, LLC 7000 MUIRKIRK MEADOWS DR STE 100 BELTSVILLE MD 20705 | | | | 9A. AMENDMENT OF SOLICITATION NO. | |
| | | | | 9B. DATED (SEE ITEM 11) | |
| | | | | <input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0005 | |
| | | | | <input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 27-Feb-2014 | |
| CODE 5NTT4 | | FACILITY CODE | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | |
| <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. | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/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). | | | | | |
| <input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22 Limitation of Funds | | | | | |
| D. OTHER (Specify type of modification and authority) | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u> 1 </u> 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)(6) The purpose of this modification is to: 1. Add Incremental funding in the amount of (b)(4) to SLIN 000203 and update the G-06 clause to reflect this change. 2. Change the point of contact for all contractual matters from (b)(6) to (b)(6) and update the G-01 clause to reflect this change. 3. Add clause 252.204-7012 (Dev.)(Oct 15) at no additional cost. 4. Administratively add codes to SLINs 000101, 000102, 000103, 000201 and 000202 and add the NAICs code and vendor size at the contract level as required by the SPS PD2 contract writing system. | | | | | |
| 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) (b)(6) CONTRACT SPECIALIST TEL: (b)(6) EMAIL: (b)(6) | | | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY (b)(6) (Signature of Contracting Officer) | | 16C. DATE SIGNED 08-Dec-2015 | |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The standard size code \$15,000,000 has been added.

The NAICS code 541990 has been added.

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000101

The FSC code AC23 has been added.

The PROG code A20 has been added.

The WSC Equipment code 000 has been added.

The NAICS code 541990 has been added.

The MDAP/MAIS Code CAA has been added.

SUBCLIN 000102

The FSC code AC23 has been added.

The PROG code A20 has been added.

The WSC Equipment code 000 has been added.

The NAICS code 541990 has been added.

The MDAP/MAIS Code CAA has been added.

SUBCLIN 000103

The FSC code AC23 has been added.

The PROG code A20 has been added.

The WSC Equipment code 000 has been added.

The NAICS code 541990 has been added.

The MDAP/MAIS Code CAA has been added.

SUBCLIN 000201

The FSC code AC23 has been added.

The PROG code A20 has been added.

The WSC Equipment code 000 has been added.

The NAICS code 541990 has been added.

The MDAP/MAIS Code CAA has been added.

SUBCLIN 000202

The FSC code AC23 has been added.

The PROG code A20 has been added.

The WSC Equipment code 000 has been added.

The NAICS code 541990 has been added.

The MDAP/MAIS Code CAA has been added.

SUBCLIN 000203 is added as follows:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|----------------|--------|
| 000203 | Incrmntl Fndng for CLIN 0002 ODC COST FOB: Destination PURCHASE REQUEST NUMBER: HQ0147649911 | | | | (b)(4) |
| | ACRN AC CIN: HQ01476499110001 | | | ESTIMATED COST | (b)(4) |

FSC CD: AC23

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000203:

| INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------------|------------|-----------|------------|
| N/A | N/A | N/A | Government |

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000203:

Funding on SUBCLIN 000203 is initiated as follows:

ACRN: AC

CIN: HQ01476499110001

Acctng Data: 044411 097 0400 000 N 20162017 D 2520 YG_ST05P_FY16 TC-U0-FY1617
71TC 255

Increase: (b)(4)

Total: (b)(4)

The following have been modified:

G-01 CONTRACT ADMINISTRATION (MAY 2012)

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of this contract:

a. CONTRACTING OFFICERS

All contract administration will be effected by the Procuring Contracting Officer (PCO) or designated Administrative Contracting Officer (ACO). Communication pertaining to the contract administration should be addressed to the Contracting Officer. Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to the cognizant contract administration office. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

The point of contact for all contractual matters is:

Name: (b)(6)
Organizational Code: MDA/DACT
Telephone Number: (b)(6)
E-Mail Address: (b)(6)

b. CONTRACTING OFFICER'S REPRESENTATIVE/CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

Neither the Contracting Officer's Representative (COR) nor the Contracting Officer's Technical Representative (COTR) is authorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a formal modification to the contract. The authority of the COR and the COTR is strictly limited to him/her, without redelegation, to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer, a COR or a COTR acting outside the strict limits of his/her responsibilities as set forth in his/her letter of appointment do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

The COR under this contract is:

Name: (b)(6)
Organizational Code: MDA/DACT
Telephone Number: (b)(6)
E-Mail Address: (b)(6)

c. CONTRACTING OFFICIAL FOR eSRS

FAR 52.219-9, Small Business Subcontracting Plan requires the use of the Electronic Subcontracting Reporting System (eSRS) for subcontract reporting. The contracting official for eSRS under this contract is:

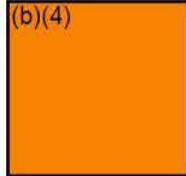
Name: (b)(6)
Organizational Code: MDA/DACT
Telephone Number: (b)(6)
E-Mail Address: (b)(6)

For detailed information regarding eSRS visit <http://www.acq.osd.mil/dpap/pdi/eb/index.html>.

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

CLIN 0001:
Estimated funds exhaustion date:



CLIN 0002:
Estimated funds exhaustion date:

SECTION I - CONTRACT CLAUSES

The following have been added by full text:

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT
REPORTING (DEVIATION 2016-O0001)(OCT 2015)

(a) *Definitions.* As used in this clause—

"Adequate security" means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

"Contractor attributional/proprietary information" means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

"Contractor information system" means an information system belonging to, or operated by or for, the Contractor.

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

"Covered contractor information system" means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

"Covered defense information" means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) *Controlled technical information*.

(B) *Critical information (operations security)*. Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) *Export control*. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

"Cyber incident" means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

"Forensic analysis" means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

"Malicious software" means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

"Media" means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

"Operationally critical support" means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

"Rapid(ly) report(ing)" means within 72 hours of discovery of any cyber incident.

"Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security*. The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause [252.239-7010](#), Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled

Unclassified Information in Nonfederal Information Systems and Organizations,"

(see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer with the exception of the derived security requirement 3.5.3 "Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts", which will be required not later than 9 months after award of the contract, if the Contractor notified the contracting officer in accordance with paragraph (c) of the provision 252.204-7008, Compliance with Safeguarding Covered Defense Information Controls (DEVIATION 2016-O0001)(OCT 2015); or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection approved in writing by an authorized representative of the DoD Chief Information Officer (CIO) prior to contract award; and

(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

- (1) Include the substance of this clause, including this paragraph (m), in all subcontracts, including subcontracts for commercial items; and
- (2) Require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

(End of Summary of Changes)

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE U | PAGE OF PAGES 1 4 |
|--|-------------------------------------|--|-------------------------------|------------------------------------|--------------------------------------|
| 2. AMENDMENT/MODIFICATION NO. P00007 | 3. EFFECTIVE DATE 2-23-16 | 4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE | 5. PROJECT NO (If applicable) | | |
| 6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 | CODE HQ0147 | 7. ADMINISTERED BY (If other than item 6) DCMA MARYLAND 217 EAST REDWOOD STREET SUITE 1800 BALTIMORE MD 21202-5299 | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) INUTEQ, LLC 7000 MUIRKIRK MEADOWS DR STE 100 BELTSVILLE MD 20705 | | 9A. AMENDMENT OF SOLICITATION NO. | | | |
| | | 9B. DATED (SEE ITEM 11) | | | |
| | | X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0005 | | | |
| | | X 10B. DATED (SEE ITEM 13) 27-Feb-2014 | | | |
| CODE 5NTT4 | | FACILITY CODE | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | |
| <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. | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT 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). | | | | | |
| X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22 LOF and Section H-44 Exercise of Options | | | | | |
| D. OTHER (Specify type of modification and authority) | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> 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)(6) The purpose of this modification is to exercise the option CLINs 2001, 2002 and 2003. Incremental funding in the amount of (b)(4) is added to SLIN 200101; Incremental funding in the amount of (b)(4) is added to SLIN 200201. The G-06 clause is updated to reflect these changes. There are no other changes to this modification. | | | | | |
| 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) (b)(6) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) | | | |
| (Signature of person authorized to sign) | | 16B. U BY (b)(6) | | 16C. DATE SIGNED 2-23-16 | |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4) (EST).

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 2001

The option status has changed from Option to Option Exercised.

CLIN 2002

The option status has changed from Option to Option Exercised.

CLIN 2003

The option status has changed from Option to Option Exercised.

SUBCLIN 200101 is added as follows:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|-----------------------------|--------|
| 200101 | Incrmntl Funds for CLIN 2001 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147651011 | | | | (b)(4) |
| | | | | ESTIMATED COST FIXED FEE | (b)(4) |
| | | | | TOTAL EST COST + FEE | |
| | ACRN AC CIN: HQ01476510110001 | | | | |

FSC CD: AC23

SUBCLIN 200201 is added as follows:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|----------------|--------|
| 200201 | Incrmntl Funds for CLIN 2002 COST FOB: Destination PURCHASE REQUEST NUMBER: HQ0147651011 | | | | (b)(4) |
| | ACRN AC CIN: HQ01476510110002 | | | ESTIMATED COST | (b)(4) |

FSC CD: AC23

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 200101:

| | | | |
|------------|------------|-----------|------------|
| INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
| N/A | N/A | N/A | Government |

The following Acceptance/Inspection Schedule was added for SUBCLIN 200201:

| | | | |
|------------|------------|-----------|------------|
| INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
| N/A | N/A | N/A | Government |

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 200101:

Funding on SUBCLIN 200101 is initiated as follows:

ACRN: AC

CIN: HQ01476510110001

Acctng Data: 044411 097 0400 000 N 20162017 D 2520 YG_ST05P_FY16 TC-U0-FY1617
71TC 255

Increase (b)(4)

Total: (b)(4)

SUBCLIN 200201:

Funding on SUBCLIN 200201 is initiated as follows:

ACRN: AC

CIN: HQ01476510110002

Acctng Data: 044411 097 0400 000 N 20162017 D 2520 YG_ST05P_FY16 TC-U0-FY1617
71TC 255

Increase (b)(4)

Total: (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

CLIN 0001:
Estimated funds exhaustion date:

CLIN 0002:
Estimated funds exhaustion date:

CLIN 2002
Estimated funds exhaustion date

CLIN 2003
Estimated funds exhaustion date

(b)(4)

DFAS Instructions:

Please pay from oldest funds first.

(End of Summary of Changes)

| | | | | | |
|---|--|---------------------------------------|--|--|--------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE U | PAGE OF PAGES 1 2 |
| 2. AMENDMENT/MODIFICATION NO. | | 3. EFFECTIVE DATE 31 Mar 16 | 4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE | | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35896-0001 | | CODE HQ0147 | 7. ADMINISTERED BY (If other than item 6) DCMA MARYLAND 217 EAST REDWOOD STREET SUITE 1800 BALTIMORE MD 21202-5299 | | CODE S2101A |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) INUTEQ LLC 7000 MUIRKIRK MEADOWS DR STE 100 BELTSVILLE MD 20705 | | | | 9A. AMENDMENT OF SOLICITATION NO. | |
| | | | | 9B. DATED (SEE ITEM 11) | |
| | | | | X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0005 | |
| | | | | X 10B. DATED (SEE ITEM 13) 27-Feb-2014 | |
| CODE 5NTT4 | | FACILITY CODE | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | |
| <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. | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT 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). | | | | | |
| X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Alt 1 (Apr 1984) | | | | | |
| D. OTHER (Specify type of modification and authority) | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> 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)(6) The purpose of this modification is to add Attachment 4 "Compliance Document" dated March 1, 2016. Section J has been updated to reflect this change. The changes in this modification are at no additional cost to the government. | | | | | |
| 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) (b)(6) | | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | | |
| (b)(6) | | | TEL. (b)(6) | | EMAIL |
| | | | 16C. DATE SIGNED 31 Mar 16 | | |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

ATTACHMENTS AND EXHIBITS

| Document | Title | Date |
|--------------|---|-------------|
| Attachment 1 | Statement of Work | 26 AUG 2013 |
| Attachment 2 | DD254 – Contract Security Classification Specification | 28 AUG 2013 |
| Attachment 3 | MDA Organization Conflict of Interest (OCI) Policy Memo #51 | 30 MAY 2012 |
| Attachment 4 | Compliance Document | 1 MAR 2016 |
| Exhibit A | DD1423 – Contract Data Requirements List (CDRL) | 16 JUL 2013 |

(End of Summary of Changes)

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE U | PAGE OF PAGES 1 5 |
|---|---|--|-------------------------------|--|-------------------------------|
| 2. AMENDMENT/MODIFICATION NO. P00009 | 3. EFFECTIVE DATE 26-May-2016 | 4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE | 5. PROJECT NO.(If applicable) | | |
| 6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 | CODE HQ0147 | 7. ADMINISTERED BY (If other than item 6) DCMA MARYLAND 217 EAST REDWOOD STREET SUITE 1800 BALTIMORE MD 21202-5299 | | CODE S2101A | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) INUTEC, LLC 7000 MUJIRKIRK MEADOWS DR STE 100 BELTSVILLE MD 20705 | | | | 9A. AMENDMENT OF SOLICITATION NO. | |
| | | | | 9B. DATED (SEE ITEM 11) | |
| | | | | <input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0005 | |
| | | | | <input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 27-Feb-2014 | |
| CODE 5NTT4 | | FACILITY CODE | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | |
| <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. | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/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). | | | | | |
| <input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-3 Changes Time and Material | | | | | |
| D. OTHER (Specify type of modification and authority) | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u> 1 </u> 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)(6) The purpose of this modification is to add the required DFARS clause 252.245-7004 | | | | | |
| 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) (b)(6) CONTRACTING OFFICER TEL: (b)(6) EMAIL: (b)(6) | | | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY (b)(6) (Signature of Contracting Officer) | | 16C. DATE SIGNED 26-May-2016 | |

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE U | PAGE OF PAGES 1 5 |
|---|---|--|-------------------------------|--|-------------------------------|
| 2. AMENDMENT/MODIFICATION NO. P00009 | 3. EFFECTIVE DATE 26 May 2016 | 4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE | 5. PROJECT NO (If applicable) | | |
| 6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 | CODE HQ0147 | 7. ADMINISTERED BY (If other than item 6) DCMA MARYLAND 217 EAST REDWOOD STREET SUITE 1800 BALTIMORE MD 21202-5299 | | CODE S2101A | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) INUTEQ, LLC 7000 MUIRKIRK MEADOWS DR STE 100 BELTSVILLE MD 20705 | | | | 9A. AMENDMENT OF SOLICITATION NO. | |
| | | | | 9B. DATED (SEE ITEM 11) | |
| | | | | X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0005 | |
| | | | | 10B. DATED (SEE ITEM 13) | |
| CODE 5NTT4 | | | | X 27-Feb-2014 | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | |
| <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. | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT 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). | | | | | |
| X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-3 Changes Time and Material | | | | | |
| D. OTHER (Specify type of modification and authority) | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> 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)(6) The purpose of this modification is to add the required DFARS clause 252.245-7004 | | | | | |
| 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) (b)(6) | | | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | |
| TEL: (b)(6) | | | | EMAIL: (b)(6) | |
| 16C. DATE SIGNED 26 May 2016 | | | | | |
| (Signature of person authorized to sign) | | | | | |

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION I - CONTRACT CLAUSES

The following have been added by full text:

252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (MAR 2015)

(a) Definitions. As used in this clause--

(1) Demilitarization means the act of eliminating the functional capabilities and inherent military design features from DoD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, tearing, crushing, mangling, shredding, melting, burning, etc.

(2) Export-controlled items means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR parts 120-130). The term includes--

(i) Defense items, defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, etc.; and

(ii) Items, defined in the EAR as ``commodities," ``software," and ``technology," terms that are also defined in the EAR, 15 CFR 772.1.

(3) Ineligible transferees means individuals, entities, or countries--

(i) Excluded from Federal programs by the General Services Administration as identified in the System for Award Management Exclusions located at <https://www.acquisition.gov>;

(ii) Delinquent on obligations to the U.S. Government under surplus sales contracts;

(iii) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts; or

(iv) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders

administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.

(4) Scrap means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item's original identity, utility, form, fit, and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not ``scrap."

(5) Serviceable or usable property means property with potential for reutilization or sale ``as is" or with minor repairs or alterations.

(b) Inventory disposal schedules. Unless disposition instructions are otherwise included in this contract, the Contractor shall complete SF 1428, Inventory Schedule B, within the Plant Clearance Automated Reutilization

Screening System (PCARSS). Information on PCARSS can be obtained from the plant clearance officer and at <http://www.dema.mil/ITCSO/CBT/PCARSS/index.cfm>.

(1) The SF 1428 shall contain the following:

(i) If known, the applicable Federal Supply Code (FSC) for all items, except items in scrap condition.

(ii) If known, the manufacturer name for all aircraft components under Federal Supply Group (FSG) 16 or 17 and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.

(iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.

(iv) Appropriate Federal Condition Codes. See Appendix 2 of DLM 4000.25-2, Military Standard Transaction Reporting and Accounting Procedures (MILSTRAP) manual, edition in effect as of the date of this contract. Information on Federal Condition Codes can be obtained at http://www2.dla.mil/j-6/dlmsolibrary/manuals/dlm/dlm_pubs.asp#.

(2) If the schedules are acceptable, the plant clearance officer shall complete and send the Contractor a DD Form 1637, Notice of Acceptance of Inventory.

(c) Proceeds from sales of surplus property. Unless otherwise provided in the contract, the proceeds of any sale, purchase, or retention shall be--

(1) Forwarded to the Contracting Officer;

(2) Credited to the Government as part of the settlement agreement;

(3) Credited to the price or cost of the contract; or

(4) Applied as otherwise directed by the Contracting Officer.

(d) Demilitarization, mutilation, and destruction. If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and conditions of the contract and consistent with Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. The plant clearance officer may authorize the purchaser to demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.

(e) Classified Contractor inventory. The Contractor shall dispose of classified contractor inventory in accordance with applicable security guides and regulations or as directed by the Contracting Officer.

(f) Inherently dangerous Contractor inventory. Contractor inventory dangerous to public health or safety shall not be disposed of unless rendered innocuous or until adequate safeguards are provided.

(g) Contractor inventory located in foreign countries. Consistent with contract terms and conditions, property disposition shall be in accordance with foreign and U.S. laws and regulations, including laws and regulations involving export controls, host nation requirements, Final Governing Standards, and Government-to-Government agreements. The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(h) Disposal of scrap.

(1) Contractor with scrap procedures.

(i) The Contractor shall include within its property management procedure, a process for the accountability and management of Government-owned scrap. The process shall, at a minimum, provide for the effective and efficient disposition of scrap, including sales to scrap dealers, so as to minimize costs, maximize sales proceeds, and, contain the necessary internal controls for mitigating the improper release of non-scrap property.

(ii) The Contractor may commingle Government and contractor-owned scrap and provide routine disposal of scrap, with plant clearance officer concurrence, when determined to be effective and efficient.

(2) Scrap warranty. The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.

(i) Sale of surplus Contractor inventory.

(1) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction.

(2) Any sales contracts or other documents transferring title shall include the following statement:

"The Purchaser certifies that the property covered by this contract will be used in (name of country). In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or re-export license approval."

(j) Restrictions on purchase or retention of Contractor inventory. (1) The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person--

(i) Is a civilian employee of the DoD or the U.S. Coast Guard;

(ii) Is a member of the armed forces of the United States, including the U.S. Coast Guard; or

(iii) Has any functional or supervisory responsibilities for or within the DoD's property disposal/disposition or plant clearance programs or for the disposal of contractor inventory.

(2) The Contractor may conduct Internet-based sales, to include use of a third party.

(3) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to soliciting bids from other prospective bidders.

(4) The Contractor shall solicit a sufficient number of bidders to obtain adequate competition. Informal bid procedures shall be used, unless the plant clearance officer directs otherwise. The Contractor shall include in its invitation for bids, the sales terms and conditions provided by the plant clearance officer.

(5) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.

(6) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.

(7) In addition to mailing or delivering notice of the proposed sale to prospective bidders, the Contractor may (when the results are expected to justify the additional expense) display a notice of the proposed sale in appropriate public places, e.g., publish a sales notice on the Internet in appropriate trade journals or magazines and local newspapers.

(8) The plant clearance officer or representative will witness the bid opening. The Contractor shall submit, either electronically or manually, two copies of the bid abstract.

(9) The following terms and conditions shall be included in sales contracts involving the demilitarization, mutilation, or destruction of property:

(i) Demilitarization, mutilation, or destruction on Contractor or subcontractor premises. Item(s) ---- require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(ii) Demilitarization, mutilation, or destruction off Contractor or subcontractor premises.

(A) Item(s) ---- require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(B) Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative. Demilitarization will be accomplished as specified in the sales contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(C) The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(iii) Failure to demilitarize. If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the contract, the Contractor may, upon giving 10 days written notice from date of mailing to the Purchaser--

(A) Repossess, demilitarize, and return the property to the Purchaser, in which case the Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property;

(B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or

(C) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor.

(End of clause)

(End of Summary of Changes)

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE U | PAGE OF PAGES 1 3 |
|---|---|--|-------------------------------|--|-------------------------------|
| 2. AMENDMENT/MODIFICATION NO. P00010 | 3. EFFECTIVE DATE 16-Sep-2016 | 4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE | 5. PROJECT NO.(If applicable) | | |
| 6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 | CODE HQ0147 | 7. ADMINISTERED BY (If other than item 6) DCMA MARYLAND 217 EAST REDWOOD STREET SUITE 1800 BALTIMORE MD 21202-5299 | | CODE S2101A | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) INUTEQ, LLC 7000 MUJIRKIRK MEADOWS DR STE 100 BELTSVILLE MD 20705 | | | | 9A. AMENDMENT OF SOLICITATION NO. | |
| | | | | 9B. DATED (SEE ITEM 11) | |
| | | | | <input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0005 | |
| | | | | <input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 27-Feb-2014 | |
| CODE 5NTT4 | | FACILITY CODE | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | |
| <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. | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/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). | | | | | |
| <input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: by mutual agreement | | | | | |
| D. OTHER (Specify type of modification and authority) | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> 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)(6) The purpose of this modification is to: 1. Add ceiling to CLIN 2002 for the purchase of equipment and travel to support contract requirements. 2. Add funding of (b)(4) to SLIN 200201. 3. Update the G-06 clause. There are no other changes to this modification. | | | | | |
| 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) (b)(6) CONTRACTING OFFICER TEL (b)(6) EMAIL (b)(6) | | | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA (b)(6) BY (Signature of Contracting Officer) | | 16C. DATE SIGNED 16-Sep-2016 | |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

(b)(4) The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 2002

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)
 The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 200201:

AC: 044411 097 0400 000 N 20162017 D 2520 YG ST05P FY16 TC-U0-FY1617 71TC
 255 (CIN HQ01476510110002) was increased by (b)(4) from (b)(4) to (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

| | |
|----------------------------------|--------|
| CLIN 0001: | (b)(4) |
| Estimated funds exhaustion date: | |
| CLIN 0002: | |
| Estimated funds exhaustion date: | |
| CLIN 2001 | |
| Estimated funds exhaustion date | |
| CLIN 2002 | |
| Estimated funds exhaustion date | |

DFAS Instructions:

Please pay from oldest funds first.

(End of Summary of Changes)

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE U | PAGE OF PAGES 1 4 |
|---|--|--|-------------------------------|---|-------------------------------|
| 2. AMENDMENT/MODIFICATION NO. PR00001 1 | 3. EFFECTIVE DATE 11/17/2016 | 4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE | 5. PROJECT NO.(If applicable) | | |
| 6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 | CODE HQ0147 | 7. ADMINISTERED BY (If other than item 6) DCMA MARYLAND 217 EAST REDWOOD STREET SUITE 1800 BALTIMORE MD 21202-5299 | | CODE S2101A | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) INUTEC, LLC 7000 MUIRKIRK MEADOWS DR STE 100 BELTSVILLE MD 20705 | | | | 9A. AMENDMENT OF SOLICITATION NO. | |
| | | | | 9B. DATED (SEE ITEM 11) | |
| | | | | X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0005 | |
| | | | | X 10B. DATED (SEE ITEM 13) 27-Feb-2014 | |
| CODE 5NTT4 | | FACILITY CODE | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | |
| <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. | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/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). | | | | | |
| X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Limitation of Funds 52.232-22 | | | | | |
| D. OTHER (Specify type of modification and authority) | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> 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)(6) The purpose of this modification is to: 1. Add Incremental funding in the amount of (b)(4) to SLIN 200202 and update the G-06 clause to reflect this change. 2. Add ceiling of (b)(4) to CLIN 2002 for software subscription renewal and target transportation. 3. Change the point of contact for all contractual matters from (b)(6) to (b)(6) and update the G-01 clause to reflect this change. There are no other changes to this modification. | | | | | |
| 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. | | | | | |
| (b)(6) | | | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) | |
| | | | | TEL (b)(6) EMAIL (b)(6) | |
| | | | | 16C. DATE SIGNED 11/17/2016 | |
| Date: 2016.11.03 20:35:45 -04'00' (Signature of person authorized to sign) | | | | (b)(6) | |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

(b)(4) The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 2002

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)
 The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 200202 is added as follows:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|----------------|--------|
| 200202 | Funds for CLIN 2002 COST Travel and software subscription FOB: Destination PURCHASE REQUEST NUMBER: HQ0147755277 | | | | (b)(4) |
| | ACRN AD CIN: HQ01477552770001 | | | ESTIMATED COST | (b)(4) |

FSC CD: AC23

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 200202:

| INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------------|------------|-----------|------------|
| N/A | N/A | N/A | Government |

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 200202:

Funding on SUBCLIN 200202 is initiated as follows:

ACRN: AD

CIN: HQ01477552770001

Acctng Data: 044411 097 0400 000 N 20172018 D 2520 YG_ST05P_FY17 TC-U0-FY1718
71TC 255

Increase: (b)(4)

Total: (b)(4)

The following have been modified:

G-01 CONTRACT ADMINISTRATION (MAY 2012)

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of this contract:

a. CONTRACTING OFFICERS

All contract administration will be effected by the Procuring Contracting Officer (PCO) or designated Administrative Contracting Officer (ACO). Communication pertaining to the contract administration should be addressed to the Contracting Officer. Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to the cognizant contract administration office. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

The point of contact for all contractual matters is:

Name: (b)(6)

Organizational Code: MDA/DACT

Telephone Number: (b)(6)

E-Mail Address: (b)(6)

b. CONTRACTING OFFICER'S REPRESENTATIVE/CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

Neither the Contracting Officer's Representative (COR) nor the Contracting Officer's Technical Representative (COTR) is authorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a formal modification to the contract. The authority of the COR and the COTR is strictly limited to him/her, without redelegation, to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer, a COR or a COTR acting outside the strict limits of his/her responsibilities as set forth in his/her letter of appointment do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

The COR under this contract is:

Name: (b)(6)

Organizational Code: MDA/DACT

Telephone Number: (b)(6)

E-Mail Address: (b)(6)

c. CONTRACTING OFFICIAL FOR eSRS

FAR 52.219-9, Small Business Subcontracting Plan requires the use of the Electronic Subcontracting Reporting System (eSRS) for subcontract reporting. The contracting official for eSRS under this contract is:

Name: (b)(6)

Organizational Code: MDA/DACT

Telephone Number: (b)(6)

E-Mail Address: (b)(6)

For detailed information regarding eSRS visit <http://www.acq.osd.mil/dpap/pdi/eb/index.html>.

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

CLIN 0001:
Estimated funds exhaustion date:

CLIN 0002:
Estimated funds exhaustion date:

CLIN 2001
Estimated funds exhaustion date

CLIN 2002
Estimated funds exhaustion date

(b)(4)

DFAS Instructions:

Please pay from oldest funds first.

(End of Summary of Changes)

