

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1   10
2. AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE 23-May-2017	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)	
6. ISSUED BY DARPA GAO ATTN: DAVID WESLEY BENNETT, JR. 675 N. RANDOLPH STREET ARLINGTON VA 22203-2114	CODE HFR0011	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOOZ ALLEN HAMILTON INC. 8283 GREENSBORO DR MCLEAN VA 22102-3630			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. HFR0011-16-F-0005	
			X 10B. DATED (SEE ITEM 13) 23-May-2016	
CODE 17038	FACILITY CODE 17038			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>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:</p> <p>(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.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
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 52.217-9 Option to Extend the Term of Contract.				
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: hdean17671 The purpose of this modification is to exercise Option Year 1 as follows: CLIN 1001 is hereby exercised and fully funded in the amount of (b)(4) CLIN 1002 is hereby exercised and incrementally funded in the amount of (b)(4) CLIN 1004 is hereby exercised and incrementally funded in the amount of (b)(4) CLIN 1005 is hereby exercised and fully funded in the amount of (b)(4)				
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) DAVID WESLEY BENNETT, JR., CONTRACTING OFFICER TEL. _____ EMAIL: david.bennett@darpa.mil	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (b)(6) B. _____ (Signature of Contracting Officer)		16C. DATE SIGNED 21-Mar-2017

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$20,738,681.77 from \$22,798,764.13 (EST) to \$43,537,445.90 (EST).

SUPPLIES OR SERVICES AND PRICES

CLIN 1001  
The option status has changed from Option to Option Exercised.

CLIN 1002  
The option status has changed from Option to Option Exercised.

CLIN 1004  
The option status has changed from Option to Option Exercised.

CLIN 1005  
The option status has changed from Option to Option Exercised.

SUBCLIN 100101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
100101	Funding for CLIN 1001 (b)(4)				
				TOT ESTIMATED PRICE CEILING PRICE	\$0.00
	ACRN AQ CIN: 00000000000000000000000000000000				(b)(4)

SUBCLIN 100102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
100102	Funding for CLIN 1001 (b)(4)				
				TOT ESTIMATED PRICE CEILING PRICE	\$0.00
	ACRN AR CIN: 00000000000000000000000000000000				(b)(4)

SUBCLIN 100103 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
100103	Funding for CLIN 1001 (b)(4)				
				TOT ESTIMATED PRICE CEILING PRICE	\$0.00
	ACRN AS CIN: 00000000000000000000000000000000				(b)(4)

SUBCLIN 100104 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
100104	Funding for CLIN 1001 (b)(4)				
				TOT ESTIMATED PRICE CEILING PRICE	\$0.00
	ACRN AT CIN: 00000000000000000000000000000000				(b)(4)

SUBCLIN 100105 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
100105	Funding for CLIN 1001 (b)(4)				
				TOT ESTIMATED PRICE CEILING PRICE	\$0.00
	ACRN AU CIN: 00000000000000000000000000000000				(b)(4)

SUBCLIN 100106 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
100106	Funding for CLIN 1001 (b)(4)				
				TOT ESTIMATED PRICE CEILING PRICE	\$0.00
	ACRN AV CIN: 00000000000000000000000000000000				(b)(4)

SUBCLIN 100201 is added as follows:

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100201	Funding for CLIN 1002 (b)(4)				\$0.00
				ESTIMATED COST	\$0.00
	ACRN AS CIN: 00000000000000000000000000000000				(b)(4)

SUBCLIN 100202 is added as follows:

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100202	Funding for CLIN 1002 (b)(4)				\$0.00
				ESTIMATED COST	\$0.00
	ACRN AV CIN: 00000000000000000000000000000000				(b)(4)

SUBCLIN 100203 is added as follows:

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100203	Funding for CLIN 1002 (b)(4)				\$0.00
	ACRN AW CIN: 00000000000000000000000000000000			ESTIMATED COST	(b)(4) \$0.00

SUBCLIN 100401 is added as follows:

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100401	Funding for CLIN 1004 (b)(4)				\$0.00
	ACRN AV CIN: 00000000000000000000000000000000			ESTIMATED COST	(b)(4) \$0.00

SUBCLIN 100501 is added as follows:

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100501	Funding for CLIN 1005 (b)(4)				\$0.00
	ACRN AP CIN: 00000000000000000000000000000000			NET AMT	(b)(4) \$0.00

SUBCLIN 100502 is added as follows:

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100502	Funding for CLIN 1005 (b)(4)				\$0.00
				NET AMT	\$0.00
	ACRN AW CIN: 00000000000000000000000000000000				(b)(4)

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$17,898,924.04 from \$19,061,377.26 to \$36,960,301.30.

SUBCLIN 100101:

Funding on SUBCLIN 100101 is initiated as follows:

ACRN: AQ

CIN: 00000000000000000000000000000000

Acctng Date: (b)(4)  
(b)(4)

Increase (b)(4)

Total: (b)(4)

SUBCLIN 100102:

Funding on SUBCLIN 100102 is initiated as follows:

ACRN: AR

CIN: 00000000000000000000000000000000

Acctng Date: (b)(4)  
(b)(4)

Increase (b)(4)

Total (b)(4)

SUBCLIN 100103:

Funding on SUBCLIN 100103 is initiated as follows:

ACRN: AS

CIN: 00000000000000000000000000000000

Acctng Data (b)(4)  
(b)(4)

Increase (b)(4)

Total (b)(4)

SUBCLIN 100104:

Funding on SUBCLIN 100104 is initiated as follows:

ACRN: AT

CIN: 00000000000000000000000000000000

Acctng Data (b)(4)  
(b)(4)

Increase (b)(4)

Total (b)(4)

SUBCLIN 100105:

Funding on SUBCLIN 100105 is initiated as follows:

ACRN: AU

CIN: 00000000000000000000000000000000

Acctng Data (b)(4)  
(b)(4)

Increase (b)(4)

Total (b)(4)

SUBCLIN 100106:

Funding on SUBCLIN 100106 is initiated as follows:

ACRN: AV

CIN: 00000000000000000000000000000000

Acctng Data (b)(4)  
(b)(4)

Increase (b)(4)

Total (b)(4)

SUBCLIN 100201:

Funding on SUBCLIN 100201 is initiated as follows:

ACRN: AS

CIN: 00000000000000000000000000000000

Acctng Data: (b)(4)  
(b)(4)

Increase: (b)(4)

Total: (b)(4)

**SUBCLIN 100202:**

Funding on SUBCLIN 100202 is initiated as follows:

ACRN: AV

CIN: 00000000000000000000000000000000

Acctng Data: (b)(4)  
(b)(4)

Increase: (b)(4)

Total: (b)(4)

**SUBCLIN 100203:**

Funding on SUBCLIN 100203 is initiated as follows:

ACRN: AW

CIN: 00000000000000000000000000000000

Acctng Data: (b)(4)  
(b)(4)

Increase: (b)(4)

Total: (b)(4)

**SUBCLIN 100401:**

Funding on SUBCLIN 100401 is initiated as follows:

ACRN: AV

CIN: 00000000000000000000000000000000

Acctng Data: (b)(4)  
(b)(4)

Increase: (b)(4)

Total: (b)(4)

**SUBCLIN 100501:**

Funding on SUBCLIN 100501 is initiated as follows:

ACRN: AP



CIN: 00000000000000000000000000000000

Acctng Data: (b)(4)  
(b)(4)

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 100502:

Funding on SUBCLIN 100502 is initiated as follows:

ACRN: AW

CIN: 00000000000000000000000000000000

Acctng Data: (b)(4)  
(b)(4)

Increase: (b)(4)

Total: (b)(4)

The following have been modified:

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

(a) Contract line items 1002, and 1004 are incrementally funded. For these items, the sum of (b)(4) of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

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

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

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

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

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

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

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

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

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

On execution of contract (b)(4)

9/26/2016: TBD

(End of clause)

(End of Summary of Changes)