

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Cost Plus Fixed Fee

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2. Amendment/Modification No. P00125	3. Effective Date 2014JAN31	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND THOMAS D. BASHUR JR WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: THOMAS.BASHURJR@US.ARMY.MIL	Code W56HZV	7. Administered By (If other than Item 6) DCMA BALTIMORE 217 EAST REDWOOD STREET SUITE 1800 BALTIMORE MD 21202-3375	Code S2101A
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) PRIMUS SOLUTIONS INC. 7000 MUIRKIRK MEADOWS DR. SUITE 100 BELTSVILLE, MD 20705-0001	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W56HZV-06-C-0406
	<input type="checkbox"/>	10B. Dated (See Item 13) 2006SEP28
Code 3GQG0	Facility Code	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (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)

ACRN: EB NET INCREASE: \$24,998.60

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.**

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	SUPPLEMENTAL AGREEMENT
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

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) PAMELA L. GROZDON PAMELA.L.GROZDON@US.ARMY.MIL (586)282-9700		
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2014JAN31

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PIIN/SIIN W56HZV-06-C-0406

MOD/AMD P00125

Name of Offeror or Contractor: PRIMUS SOLUTIONS INC.

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: THOMAS D. BASHUR JR
Buyer Office Symbol/Telephone Number: CCTA-ADEA/(586)282-7073
Type of Contract: Cost Plus Fixed Fee
Kind of Contract: Research and Development Contracts
Type of Business: Small Disadvantaged Business Performing in U.S.
Surveillance Criticality Designator: C
Weapon System: No Identified Army Weapons Systems
Contract Expiration Date: 2014SEP28

*** End of Narrative A0000 ***

MODIFICATION P00125

PREVIOUS CONTRACT AMOUNT: \$60,502,617.79
AMOUNT OF THIS ACTION: \$ 24,998.60
TOTAL CONTRACT AMOUNT: \$60,527,616.39

1. The purpose of this bilateral Modification P00125 to Contract W56HZV-06-C-0406 is to accomplish the following:
 - a. Partially exercise the option to add 220 additional labor hours under CLIN 0001 in support of WD 021 Rev 004.
 - b. Extend the period of performance for WD 021 from 31 December 2013 to 28 September 2014.
 - c. Incorporate NAC/WTSI-WD 021 Rev 004, by reference.
2. The option in Section H (clause H.3, OPTIONS FOR ADDITIONAL LEVEL OF EFFORT) is hereby partially exercised to add labor hours to CLIN 0001 (LABOR) as follows:
 - a. LABOR SubCLIN 0001GV (PRON: R34MC033R3) is established in the amount of \$24,998.60 to fund 220 labor hours in support of WD 021 Rev 004.
 - b. CLIN 0001 (LABOR) "Total Estimated Cost" (to include cost plus fixed fee for direct labor hours) is increased by \$24,998.60, from \$40,345,058.21 to \$40,370,056.81.
 - c. The "labor hours exercised to date" under the contract are increased by 220 direct labor hours, from 382,818 to 383,038.
 - d. The Fixed Fee portion of the SubCLIN above is \$1,634.60 (calculated as 220 x \$7.43 = \$1,634.60).
3. As a result of Modification P00124, the total contract obligated amount is increased by \$24,998.60, from \$60,502,617.79 to \$60,527,616.39.
4. NAC/WTSI-WD 021 Rev 004 will be provided under separate cover, and is hereby incorporated by reference.
5. Except as provided herein, all other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A1025 ***

CONTINUATION SHEET

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 PIIN/SIIN W56HZV-06-C-0406 MOD/AMD P00125

Name of Offeror or Contractor: PRIMUS SOLUTIONS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>LABOR</u></p> <p>The contractor shall provide up to 2,385,093 man-hours to accomplish the general tasks described in Section C "Scope of Work", as specifically defined by Work Directive(s) issued by the PCO.</p> <p>Total Estimated Cost (Labor): \$ 40,345,058.21</p> <p>Mod P00125 Estimated Labor: \$ 23,364.00 *</p> <p>Mod P00125 Fixed Fee: \$ 1,634.60 *</p> <p>Total Estimated Cost (Labor): \$ 40,370,056.81 *</p> <p>CLIN 0001 Hours Exercised to Date: 383,038 *</p> <p>* Changed by Modification P00125</p> <p>(End of narrative A001)</p>														
0001GV	<p><u>LABOR</u></p> <p>SERVICE REQUESTED: WD 021 REV 004 CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: R34MC033R3 PRON AMD: 01 ACRN: EB</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> </tr> <tr> <td>001</td> <td>1</td> </tr> <tr> <td></td> <td><u>DATE</u></td> </tr> <tr> <td></td> <td>28-SEP-2014</td> </tr> </table> <p>\$ 24,998.60</p>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	001	1		<u>DATE</u>		28-SEP-2014	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	\$ 23,364.00 \$ 1,634.60 \$ 24,998.60
DLVR SCH	PERF COMPL														
<u>REL CD</u>	<u>QUANTITY</u>														
001	1														
	<u>DATE</u>														
	28-SEP-2014														

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MOD/AMD P00125

Name of Offeror or Contractor: PRIMUS SOLUTIONS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR/ <u>ITEM</u>	OBLG <u>STAT</u>	JO NO/ <u>ACCT ASSIGN</u>	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0001GV	R34MC033R3	2	R.0009815.1.7	EB \$	0.00 \$	24,998.60 \$	24,998.60
					NET CHANGE \$	24,998.60	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
EB	021 201420152040 A60FL 633005441RK17 2550 L035442256 R.0009815.1.7	021001 \$ 24,998.60
		NET CHANGE \$ 24,998.60

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 60,502,617.79	\$ 24,998.60	\$ 60,527,616.39

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION	
0001GV	EB	021 201420152040 A60FL 633005441RK17	2550 L035442256 R.0009815.1.7 021001

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ORDERING/CONTRACT ADMINISTRATION

All ordering/contract administration will be effected by the Contracting Officer, address as shown on the face page of this contract. Communications pertaining to contractual administration matters will be addressed to him. No changes in or deviation from the scope of work or Work Directives shall be effected without written authorization by the Contracting Officer authorizing such changes. The Contractor shall not accept any instructions by any person other than the Contracting Officer or the Contracting Officer's Representative.

H.2 SERVICES TO BE PERFORMED

H.2.1 The parties to this Contract recognize and agree that the services to be provided hereunder will be provided only in strict accordance with the Scope of Work set forth herein. This is to ensure that the policies in Office of Federal Procurement Policy Letter 92-1 and the Department of Defense (DOD) Directive 4205-2 are adhered to. Contractors are specifically prohibited from performing inherently Government functions. Appropriate Agency control of the work product must be preserved to ensure that the Contractor's performance of permissible services does not approach being an inherently Government function because of the manner in which the contract is performed or administered. Additionally, this contract is not to be used under any circumstances specifically to aid in influencing or enacting legislation.

H.2.2 Contractor personnel rendering the services under this contract are not subject, by contract terms or in the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The Contractor further agrees to refrain from any activity that will make their personnel appear, in effect, to be Government Employees.

H.2.3 All documents or reports produced by the contractor are to be suitably marked as Contractor products. The Contractor shall not be reimbursed for any work that is outside the Scope of Work set forth in either this contract or awarded work directives.

H.3 OPTIONS FOR ADDITIONAL LEVEL OF EFFORT

The Government shall have the unilateral right to increase the contract level of effort (LOE) to a maximum of 2,456,495 manhours at the hourly rates set forth in B.3.2. The Government may exercise this option at any time on or after contract award but in any event not later than eight years after contract award. The estimated hours per year are estimates only; the Government reserves the right to exercise more or less hours each year as long as the total hours exercised do not exceed 2,456,495. The Government may exercise this option in more than one increment. The Government has the unilateral right to add the additional hours to any existing CLIN or to establish a new and separate CLIN.

H.4 SPECIAL PROVISIONS

H.4.1 Government Furnished Property

H.4.2 The Government may furnish, from time to time, such items of Government-owned property deemed necessary to assist the Contractor in the performance of the Contract requirements.

H.4.3 Upon completion of all effort under this work directive or the Contract, or in the event of the termination of the work directive or Contract, either partial or complete, all Government-owned property, including both property furnished to the Contractor and property acquired by the Contractor for the account of the Government, which will have become surplus or excess to any remaining Contract requirements, shall be reported immediately by the Contractor to the Contracting Officer at the US TACOM LCMC, ATTN: AMSTA-AQ-ASGD, Warren, MI. 48397-5000 for redistribution, shipping instructions, release for disposal, or other actions.

H.4.4 Specific Government Furnished Property to be provided is/are as follows:

<u>Item</u>	<u>Unit Acquisition Value</u>	<u>Quantity</u>	<u>Total Acquisition Value</u>	<u>Serial No./NSN</u>
M872A4 Trailer	\$52,993.00	1	\$52,993.00	S70159
Rotors	\$66.74	15	\$1,001.10	2530014614732
Brake Pads/Sets	\$189.81	10	\$1,898.10	2530014774194

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Name of Offeror or Contractor: PRIMUS SOLUTIONS INC.

Caliper Assembly	\$157.92	10	\$1,579.20	(Caliper Assembly is sold in pieces as cited below) 5305011858657 Set Screw 2530014849573 Brake, Single Disk L.H. Front 2530011857998 Boot 2530014628079 Yoke R.H. Front 2530011856713 Yoke Backing
M1078A1R 2.5 Cargo Truck (w/o Winch), Tan 686A	\$136,330.76	1	\$136,330.76	2320-01-447-6343 (NSN), AT120063EGKU (Serial No.)
LMTV Truck 1 (M1078)	\$193,959.96	1	\$193,959.96	AT108883BGAT (SerialNumber/VIN)
LMTV Truck 2 (M1078A1)	\$183,959.96	1	\$183,959.96	AT019632BFAN (SerialNumber/VIN)
LMTV Truck 3 (M1078A1)	\$142,359.96	1	\$142,359.96	AT019631BFAN (SerialNumber/VIN)
MTV Truck 4 (M1083A0)	\$312,912.71	1	\$312,912.71	BT3507BCHE (SerialNumber/VIN)
MTV Truck 5 (M1084A1R)	\$248,048.71	1	\$248,048.71	C105152EGFS (SerialNumber/VIN)
Ford F-350 MIDAS 4x4 4x4 SD, Crew Cab X1 SRW F-Series Pickup	\$1,175,000.00	1	\$1,175,000.00	1FTSX30L13EB31624 (Serial Number/VIN)
Ford E450 MIDAS Extended Utility Truck	\$1,175,000.00	1	\$1,175,000.00	1FDXE45S01HA06025 (Serail Number/VIN)

H.5 ACCESS TO THE TACOM LCMC/TARDEC/NAC; IDENTIFYING CONTRACTOR EMPLOYEES; NON-DISCLOSURE STATEMENT

(a) The US Government may, upon the contractors request, and if available, provide contractor personnel with use of its facilities under the effort and performance of this contract. Where the performance of the work requires the presence of the Contractor's personnel on government premises, the contractor shall ensure that its personnel shall comply with the policies and procedures in place of the US Government, TACOM LCMC and TARDEC/NAC.

(b) This requirement is only applicable to contractor employees working at, or visiting, TACOM LCMC/TARDEC/NAC. The term "contractor employee" includes employees, agents, or representatives and all employees, agents or representatives of all prime contractors, subcontractors and suppliers.

(c) (1) Badges/Passes: Contractor employees entering the TACOM LCMC/TARDEC/NAC are responsible for obtaining, and then returning, security identification badges/passes and vehicle registration decals/passes. Badges are valid only for the date spans indicated, by the Government, on each badge application form (STA Form 15 or 4109).

(2) Obtaining Badges:

"PICTURE" badges (generally issued to longer term visitors):

Furnish the Requiring Office or Procuring Contracting Officer (PCO) with two (2) copies, fully completed (those sections for each applicant), and signed, of STA Form 15 for each applicant;

"NON-PICTURE" badges (generally issued to shorter term visitors):

Upon arriving at the TACOM LCMC/TARDEC/NAC at the TACOM LCMC Public Safety Office, Bldg. 232, complete a STA Form 4109 for the specific short term visit in question.

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Name of Offeror or Contractor: PRIMUS SOLUTIONS INC.

(3) Returning Badges (to the TACOM LCMC Public Safety Office, Building 232).

--Return Non-picture badges upon its expiration date.

--Return Picture badges within (3) three business days of any of the

following:

The access-expiration date specified on the STA Form 15

If the contract is terminated, the date of termination;

If a visiting contractor employee is released, the date of employee release.

--Failure to comply with the requirements of this paragraph 2C may

be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be taken into account by the Government in evaluating the contractor's past performance on future acquisitions .

(4) All contractor employees, while on the premises at TACOM LCMC/TARDEC/NAC Warren, shall continually wear the badge, which shall be visible at all times. All contractor employees shall not represent themselves, in any manner or appearance, as US Government employees.

(5) The identification badge, or pass, issued to employees of the contractor is for his own use only. Misuse of the badge or pass, such as permitting others to use it will result in criminal charges under Title 18 USC 499 and 701, and barring the employee from the TACOM LCMC/TARDEC/NAC property.

(6) If the contractor obtains a new or follow-on contract that again requires physical access to the TACOM LCMC/TARDEC/NAC property, he shall obtain new badges for his employees, indicating the new or follow-on contract number. The security policies described in this clause apply to any contractor employee on base in connection with any contract with TACOM-Warren.

(d) At the discretion of the TACOM LCMC/TARDEC/NAC Commander, any individual known to have a criminal background involving violence may be denied access to the TACOM LCMC/TARDEC/NAC. Fingerprinting of employees and any other procedure deemed necessary for the security of TACOM LCMC/TARDEC/NAC may be required at the discretion of TACOM LCMC/TARDEC/NAC Public Safety Office.

(e) Any contractor employee attending meetings with Government employees within or outside the TACOM LCMC/TARDEC/NAC boundaries, shall, at the beginning of the meeting, announce that he/she is a contractor employee. He/she must state the Contractor's name and address, and state the name of all other companies or persons that (a) currently employ him, or (b) that he currently represents. In addition, for the duration of the meetings, the contractor employee shall wear a second visible badge that displays the contractor's company name.

(f) If a visiting contractor is working on a classified contract, his/her visit request, with security clearance information, must be approved by the TACOM LCMC/TARDEC/NAC Industrial Security Specialist and be held on file the TACOM LCMC/TARDEC/NAC Intelligence and Security Division. Government employees hosting meetings will verify that the contractor employees security clearance information is on file in the TACOM LCMC/TARDEC/NAC Intelligence and Security Division prior to contractor access to classified information.

(g) All contractor employees working on the U.S. Army installation, TACOM LCMC/TARDEC/NAC, in the State of Michigan, in connection with this contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and Army. Also, they must comply with any existing applicable regulations promulgated by TACOM LCMC/TARDEC/NAC. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPO) and Army Regulation 380-5, Department of the Army Information Security Program.

(h) Each contractor employee working at the TACOM LCMC/TARDEC/NAC property under this contract shall sign a Non-disclosure Agreement on their company's letterhead prior to commencing work under the contract or obtaining the badges permitting access to the property. There will be one Non-disclosure Agreement for each employee. The Non-disclosure Agreement shall be in the format indicated below. A copy of the agreement will be made a part of the contract file.

FORMAT FOR
NON-DISCLOSURE AGREEMENT

I, _____, an employee of _____, a Contractor providing support services/supplies to TACOM LCMC/TARDEC/NAC or its tenants (hereinafter TACOM LCMC/TARDEC/NAC), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number _____, agree to and promise the following:

WHEREAS RECIPIENT is engaged in delivery support services to TACOM LCMC/TARDEC/NAC under contract; and

WHEREAS, It is the intention of TACOM LCMC/TARDEC/NAC to protect and prevent unauthorized access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and, _____ WHEREAS, TACOM LCMC/TARDEC/NAC acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and,

WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and,

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Name of Offeror or Contractor: PRIMUS SOLUTIONS INC.

WHEREAS, "nonpublic information" includes, but is not limited to such information as:
 Proprietary information (e.g., information submitted by a contractor marked as proprietary. However please note: THIS NON-DISCLOSURE STATEMENT IS NOT SUFFICIENT TO ALLOW CONTRACTORS ACCESS TO ANOTHER CONTRACTORS PROPRIETARY INFORMATION. FOR THAT, A SEPARATE CONTRACTOR TO CONTRACTOR AGREEMENT IS REQUIRED.);
 Advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies);
 Source selection information (SSI) (e.g., bids before made public, source selection plans, and rankings of proposals)(PLEASE NOTE: THIS AGREEMENT ALONE DOES NOT AUTHORIZE ACCESS TO SSI--ONLY PCO OR SOURCE SELECTION AUTHORITY CAN AUTHORIZE SUCH ACCESS.);
 Trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor);
 Attorney work product;
 Information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and
 Other sensitive information that would not be released by TACOM LCMC/TARDEC/NAC under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: _____ (signature)
 PRINTED NAME: _____
 TITLE: _____
 EMPLOYER: _____

*** END OF NARRATIVE H0001 ***