

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code  
Cost Plus Fixed Fee

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2. Amendment/Modification No. P00127	3. Effective Date 2014APR18	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)  
SEE SECTION G (IF APPLICABLE)

**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: Mutual agreement of the parties	
<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) JOHN M. HOPFNER JOHN.HOPFNER@US.ARMY.MIL (586)282-7359		
15B. Contractor/Offendor  (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2014APR21

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 2 of 20**

PIIN/SIIN W56HZV-06-C-0406

MOD/AMD P00127

**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 P00127

PREVIOUS CONTRACT AMOUNT: \$60,673,403.68  
AMOUNT OF THIS ACTION: \$ 249,872.36  
TOTAL CONTRACT AMOUNT: \$60,923,276.04

1. The purpose of this bilateral Modification P00127 to Contract W56HZV-06-C-0406 is to accomplish the following:

A. WD-016 REV-017:

1. Realigning funds by moving a total of \$527,243.20 from amounts previously obligated for labor on four other subCLINs (and reducing the authorized labor hours on those subCLINs accordingly), in order to fund a total of 4,640 additional labor hours on WD 016.
2. Extend the period of performance for WD 016 Rev 017 by two months from 30 June 2014 to 31 August 2014.
3. Incorporate NAC/WTSI-WD 016 Rev 017, by reference.

B. WD-014 REV-015:

1. Realign existing labor dollars to add 1,916 labor hours under CLIN 0001.
2. Partially exercise the option to add and fund 2,199 additional labor hours under CLIN 0001. As a result of B.1 and B.2, the additional labor hours on WD-014 REV-015 amount to 4,115 in total.
3. Incorporate NAC/WTSI-WD 014 Rev 015, by reference.

2. Funds on CLIN 0001 (LABOR) are hereby realigned as follows:

A. WD-016 REV-017:

1. Realign funds previously obligated under subCLIN 0001ES (PRON: R322C091R3) in the amount of \$106,584.94 to fund 938 new labor hours (subCLIN 0001GX).
2. Realign funds previously obligated under subCLIN 0001EV (PRON: R322ZC05R3) in the amount of \$129,879.09 to fund 1143 new labor hours (subCLIN 0001GY).
3. Realign funds previously obligated under subCLIN 0001GQ (PRON: 2M3CSSAPQ7) in the amount of \$172,717.60 to fund 1520 new labor hours (subCLIN 0001GZ).
4. Realign funds previously obligated under subCLIN 0001GT (PRON: 7P3461081A) in the amount of \$118,061.57 to fund 1039 new labor hours (subCLIN 0001HA).

B. WD-014 REV-015:

1. Realign funds previously obligated under subCLIN 0001FH & 0001FJ (PRON: P126R0192T) in the amount of \$202,943.18 to fund 1,786 new labor hours (subCLIN 0001HK).
2. Realign funds previously obligated under subCLIN 0001FS (PRON: 2T14V1532T) in the amount of \$14,771.90 to fund 130 new labor hours (subCLIN 0001H1).
3. 2,199 new labor hours are being added by partial exercise of the option in clause H.3.

3. As a result of the fund realignments and partial option exercise described in paragraphs 1 and 2 above, CLIN 0001 (LABOR) is being adjusted as follows:

A. WD-016 REV-017:

1. SubCLIN 0001GX (PRON: R322C091R3) is established in the amount of \$106,584.94 to fund 938 labor hours.
2. SubCLIN 0001GY (PRON: R322ZC05R3) is established in the amount of \$129,879.09 to fund 1143 labor hours.
3. SubCLIN 0001GZ (PRON: 2M3CSSAPQ7) is established in the amount of \$172,717.60 to fund 1520 labor hours.
4. SubCLIN 0001HA (PRON: 7P3461081A) is established in the amount of \$118,061.57 to fund 1039 labor hours.

B. WD-014 REV-015:

1. SubCLIN 0001HB (PRON: JZ32L034JZ) is established in the amount of \$8976.77 to fund 79 labor hours.
2. SubCLIN 0001HC (PRON: R34RL042R3) is established in the amount of \$64,996.36 to fund 572 labor hours.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-06-C-0406 <b>MOD/AMD</b> P00127	<b>Page</b> 3 <b>of</b> 20
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**Name of Offeror or Contractor:** PRIMUS SOLUTIONS INC.

3. SubCLIN 0001HD (PRON: R34RL035R3) is established in the amount of \$19,998.88 to fund 176 labor hours.
  4. SubCLIN 0001HE (PRON: P146R0152T) is established in the amount of \$74,995.80 to fund 660 labor hours.
  5. SubCLIN 0001HF (PRON: P146W2262T) is established in the amount of \$39,997.76 to fund 352 labor hours.
  6. SubCLIN 0001HG (PRON: 2M2CS022Q7) is established in the amount of \$29,998.32 to fund 264 labor hours.
  7. SubCLIN 0001HJ (PRON: J622N166J6) is established in the amount of \$10,908.48 to fund 96 labor hours.
  8. SubCLIN 0001HK (PRON: P126R0192T) is established in the amount of \$202,943.18 to fund 1,786 labor hours.
  9. SubCLIN 0001HL (PRON: 2T14V1532T) is established in the amount of \$14,771.90 to fund 130 labor hours.
- C. CLIN 0001 (LABOR) "Total Estimated Cost" (to include cost plus fixed fee for direct labor hours) is increased by \$249,872.37, from \$40,515,844.10 to \$40,765,716.47.
- D. The Fixed Fee portion of the SubCLINs established above is \$30,574.45 (calculated as 2,199 new hours x \$7.43 = \$16,338.57 and 1,916 re-aligned hours x \$7.43 = 14,235.88) The 1916 hours being realigned from subcontract labor hours to prime labor hours include fixed fee hourly rate of \$7.43.
- E. The "labor hours exercised to date" under the contract are increased by 2,199 direct labor hours, from 384,321 to 386,520.
4. The period of Performance had been extended from 30 June 2014 to 31 August 2014 for the following subCLINs under WD-016 Rev-017: 0001ES, 0001EV, 0001GQ, 0001GT.
  5. As a result of Modification P00127, the total contract obligated amount is increased by \$249,872.36, from \$60,673,403.68 to \$60,923,276.04.
  6. NAC/WTSI-WD 016 Rev 017 & NAC/WTSI-WD 014 Rev 015 will be provided under separate covers, and are hereby incorporated by reference.
  7. Except as provided herein, all other terms and conditions remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A1027 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-06-C-0406 MOD/AMD P00127

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): \$ 40,515,844.10</p> <p>Mod P00127 Estimated Labor: \$ 219,297.92 *</p> <p>Mod P00127 Fixed Fee: \$ 30,574.45 *</p> <p>Total Estimated Cost (Labor): \$ 40,765,716.47 *</p> <p>CLIN 0001 Hours Exercised to Date: 386,520 *</p> <p>* Changed by Modification P00127</p> <p>(End of narrative A001)</p>														
0001ES	<p><u>LABOR</u></p> <p>SERVICE REQUESTED: Primus                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee                      PRON: R322C091R3 PRON AMD: 02 ACRN: CY                      AMS CD: 63300544100                      PSC: AZ11</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>31-AUG-2014</td> </tr> </table> <p>\$ 43,388.96</p>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	001	1		<u>DATE</u>		31-AUG-2014	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	\$ 40,546.05 \$ 2,842.91 \$ 43,388.96
DLVR SCH	PERF COMPL														
<u>REL CD</u>	<u>QUANTITY</u>														
001	1														
	<u>DATE</u>														
	31-AUG-2014														





CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-06-C-0406 MOD/AMD P00127

Name of Offeror or Contractor: PRIMUS SOLUTIONS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001FS	<p><u>SERVICE LINE ITEM</u></p> <p>SERVICE REQUESTED: PRIMUS SOLUTIONS REV                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee                      PRON: 2T14V1532T PRON AMD: 02 ACRN: DN                      AMS CD: 51108350009</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH PERF COMPL  <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u>                      001 1 31-DEC-2013</p> <p>\$ 51,373.04</p>	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	\$ 51,373.04 \$ 0.00 \$ 51,373.04
0001GQ	<p><u>LABOR</u></p> <p>SERVICE REQUESTED: PEO CS &amp;CSS Primus W                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee                      PRON: 2M3CSSAPQ7 PRON AMD: 03 ACRN: DY</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH PERF COMPL  <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u>                      001 1 31-AUG-2014</p> <p>\$ 37.91</p>	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	\$ 23.62 \$ 14.29 \$ 37.91
0001GT	<p><u>LABOR</u></p> <p>SERVICE REQUESTED: FY13 GCV - Data Mgmt                      CLIN CONTRACT TYPE:</p>	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	\$ 12,230.78 \$ 865.17 \$ 13,095.95

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-06-C-0406 MOD/AMD P00127

Name of Offeror or Contractor: PRIMUS SOLUTIONS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Cost Plus Fixed Fee                      PRON: 7P3461081A PRON AMD: 04 ACRN: DZ</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH PERF COMPL  <u>REL CD QUANTITY DATE</u>                      001 1 31-AUG-2014</p> <p style="text-align: right;">\$ 13,095.95</p>				
0001GX	<p><u>LABOR</u></p> <p>SERVICE REQUESTED: SERVICE REQ: WD-016 REV-017                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee                      PRON: R322C091R3 PRON AMD: 02 ACRN: CY                      AMS CD: 63300544100</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH PERF COMPL  <u>REL CD QUANTITY DATE</u>                      001 1 31-AUG-2014</p> <p style="text-align: right;">\$ 106,584.94</p>	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	\$ 99,615.60 \$ 6,969.34 \$ 106,584.94
0001GY	<p><u>LABOR</u></p> <p>SERVICE REQUESTED: SERVICE REQ: WD-016 REV-017                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee                      PRON: R322ZC05R3 PRON AMD: 02 ACRN: CM                      AMS CD: 622601H9100</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	\$ 121,386.60 \$ 8,492.49 \$ 129,879.09



Name of Offeror or Contractor: PRIMUS SOLUTIONS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SERVICE REQUESTED: SERVICE REQ: WD-014 REV-015 CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: JZ32L034JZ      PRON AMD: 01      ACRN: EC</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH      PERF COMPL <u>REL CD</u>      <u>QUANTITY</u>      <u>DATE</u> 001      1      28-SEP-2014</p> <p style="text-align: right;">\$      8,976.77</p>			<p>Fixed Fee \$ 586.97 Not to Exceed (Funding) \$ 8,976.77</p>	
0001HC	<p><u>LABOR</u></p> <p>SERVICE REQUESTED: SERVICE REQ: WD-014 REV-015 CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: R34RL042R3      PRON AMD: 01      ACRN: ED AMS CD: 67854 CUSTOMER ORDER NO: M9545013MPR3DE8</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH      PERF COMPL <u>REL CD</u>      <u>QUANTITY</u>      <u>DATE</u> 001      1      28-SEP-2014</p> <p style="text-align: right;">\$      64,996.36</p>	1	LO	<p>Estimated Cost \$ 60,746.40 Fixed Fee \$ 4,249.96 Not to Exceed (Funding) \$ 64,996.36</p>	
0001HD	<p><u>LABOR</u></p> <p>SERVICE REQUESTED: SERVICE REQ: WD-014 REV-015 CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: R34RL035R3      PRON AMD: 01      ACRN: EE AMS CD: 643747C08VIRQ</p>	1	LO	<p>Estimated Cost \$ 18,691.20 Fixed Fee \$ 1,307.68 Not to Exceed (Funding) \$ 19,998.88</p>	

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Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-06-C-0406 MOD/AMD P00127

Name of Offeror or Contractor: PRIMUS SOLUTIONS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001HE	<p>CUSTOMER ORDER NO: 0010418876</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH PERF COMPL  <u>REL CD QUANTITY DATE</u>                      001 1 28-SEP-2014</p> <p style="text-align: right;">\$ 19,998.88</p> <p><u>LABOR</u></p> <p>SERVICE REQUESTED: SERVICE REQ: WD-014 REV-015                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee                      PRON: P146R0152T PRON AMD: 02 ACRN: EF</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH PERF COMPL  <u>REL CD QUANTITY DATE</u>                      001 1 28-SEP-2014</p> <p style="text-align: right;">\$ 74,995.80</p>	1	LO	Estimated Cost \$ 70,092.00 Fixed Fee \$ 4,903.80 Not to Exceed (Funding) \$ 74,995.80	
0001HF	<p><u>LABOR</u></p> <p>SERVICE REQUESTED: SERVICE REQ: WD-014 REV-015                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee                      PRON: P146W2262T PRON AMD: 01 ACRN: EG</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH PERF COMPL  <u>REL CD QUANTITY DATE</u>                      001 1 28-SEP-2014</p>	1	LO	Estimated Cost \$ 37,382.40 Fixed Fee \$ 2,615.36 Not to Exceed (Funding) \$ 39,997.76	

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Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-06-C-0406 MOD/AMD P00127

Name of Offeror or Contractor: PRIMUS SOLUTIONS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	\$ 39,997.76				
0001HG	<p><u>LABOR</u></p> <p>Estimated Cost \$ 28,036.80                      Fixed Fee \$ 1,961.52                      Not to Exceed (Funding) \$ 29,998.32</p> <p>SERVICE REQUESTED: SERVICE REQ: WD-014 REV-015                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee                      PRON: 2M2CS022Q7 PRON AMD: 01 ACRN: EH</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH PERF COMPL  <u>REL CD QUANTITY DATE</u>                      001 1 28-SEP-2014</p> <p style="text-align: right;">\$ 29,998.32</p>	1	LO		
0001HJ	<p><u>LABOR</u></p> <p>Estimated Cost \$ 10,195.20                      Fixed Fee \$ 713.28                      Not to Exceed (Funding) \$ 10,908.48</p> <p>SERVICE REQUESTED: SERVICE REQ: WD-014 REV-015                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee                      PRON: J622N166J6 PRON AMD: 02 ACRN: EJ</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH PERF COMPL  <u>REL CD QUANTITY DATE</u>                      001 1 28-SEP-2014</p> <p style="text-align: right;">\$ 10,908.48</p>	1	LO		
0001HK	<p><u>LABOR</u></p> <p>Estimated Cost \$ 189,673.20                      Fixed Fee \$ 13,269.98                      Not to Exceed (Funding) \$ 202,943.18</p>	1	LO		



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**PIIN/SIIN** W56HZV-06-C-0406

**MOD/AMD** P00127

**Name of Offeror or Contractor:** PRIMUS SOLUTIONS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR/ <u>ITEM</u> <u>GFEB5 ATA</u>	OBLG <u>STAT</u>	JO NO/ <u>ACCT ASSIGN</u>	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0001ES	R322C091R3 63300544100	2	22C091	CY \$	149,973.90 \$	-106,584.94 \$	43,388.96
0001EV	R322ZC05R3 622601H9100	2	22ZC05	CM \$	129,977.38 \$	-129,879.09 \$	98.29
0001FH	P126R0192T 643804K4100 P12K41121CBA	2	2ZCP32	DF \$	217,785.54 \$	-148,571.23 \$	69,214.31
0001FJ	P126R0192T 643804K4100 P12K41121CBA	2	2ZCP32	DF \$	54,394.65 \$	-54,371.96 \$	22.69
0001FS	2T14V1532T 51108350009	1	1SAVBA	DN \$	66,144.94 \$	-14,771.90 \$	51,373.04
0001GQ	2M3CSSAPQ7	2	A.0009251.14.1	DY \$	172,755.51 \$	-172,717.60 \$	37.91
0001GT	7P3461081A	2	R.0005995.33.1	DZ \$	131,157.52 \$	-118,061.57 \$	13,095.95
0001GX	R322C091R3 63300544100	2	22C091	CY \$	0.00 \$	106,584.94 \$	106,584.94
0001GY	R322ZC05R3 622601H9100	2	22ZC05	CM \$	0.00 \$	129,879.09 \$	129,879.09
0001GZ	2M3CSSAPQ7	2	A.0009251.14.1	DY \$	0.00 \$	172,717.60 \$	172,717.60
0001HA	7P3461081A	2	R.0005995.33.1	DZ \$	0.00 \$	118,061.57 \$	118,061.57
0001HB	JZ32L034JZ	2	A.0014445.1.3	EC \$	0.00 \$	8,976.77 \$	8,976.77
0001HC	R34RL042R3 67854 M9545013MPR3DE8	2		ED \$	0.00 \$	64,996.36 \$	64,996.36
0001HD	R34RL035R3 643747C08VIRQ 0010418876	2		EE \$	0.00 \$	19,998.88 \$	19,998.88
0001HE	P146R0152T	2	A.0015166.2.2.1.5	EF \$	0.00 \$	74,995.80 \$	74,995.80
0001HF	P146W2262T	2	A.0015256.3.1.1.1	EG \$	0.00 \$	39,997.76 \$	39,997.76

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**PIIN/SIIN** W56HZV-06-C-0406

**MOD/AMD** P00127

**Name of Offeror or Contractor:** PRIMUS SOLUTIONS INC.

LINE ITEM	PRON/ AMS CD/ MIPR/ GFEBs ATA	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0001HG	2M2CS022Q7	2	S.0011191.8.7	EH \$	0.00 \$	29,998.32 \$	29,998.32
0001HJ	J622N166J6	2	A.0007527.12.4	EJ \$	0.00 \$	10,908.48 \$	10,908.48
0001HK	P126R0192T 643804K4100 P12K41121CBA	2	2ZCP32	DF \$	0.00 \$	202,943.18 \$	202,943.18
0001HL	2T14V1532T 51108350009	2	1SAVBA	DN \$	0.00 \$	14,771.90 \$	14,771.90
<b>NET CHANGE</b>						<b>\$ 249,872.36</b>	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
CM 21	22040000026N6N7EP622601255Y S20113	\$ 0.00
CY 21	22040000026N6N7EP633005255Y S20113	\$ 0.00
DF 21	22040000021C1C23P643804255X S20113	\$ -0.01
DN 21	12035000011C1C16P5110832512 S20113	\$ 0.00
DY 021	201320132020 A5XDE 423806X4SA 2533 L033958705 A.0009251.14.1	\$ 0.00
DZ 021	201320142040 A5XGQ 655625FC8FSPV 2550 L034598605 R.0005995.33.1	\$ 0.00
EC 021	201320152035 A5XDJ DV0230AFPJB 3101 L035495920 A.0014445.1.3	\$ 8,976.77
ED 17	31319M7KE2536785400674432DC155503MPR3DE82140	\$ 64,996.36
EE 021	201320142040 0000 A22AJ 643747C08VIRQ 2550 0010418876 0030001081	\$ 19,998.88
EF 021	201420152040 A5XDP 654804L41RJL7 2550 L035756662 A.0015166.2.2.1.5	\$ 74,995.80
EG 021	201420152040 A5XDN 654804H02RF01 2550 L035692917 A.0015256.3.1.1.1	\$ 39,997.76
EH 021	201220142035 A5XDU D03002ARJT7 2571 L035508715 S.0011191.8.7	\$ 29,998.32
EJ 021	201220142035 A5XDH D16206AVFRE 252G L035623246 A.0007527.12.4	\$ 10,908.48
<b>NET CHANGE</b>		<b>\$ 249,872.36</b>

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$ 60,673,403.68	\$ 249,872.36	\$ 60,923,276.04	

LINE ITEM	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION
0001ES	CY 21	121320400000 W56HZV 26N6N7E63300544100255YR322C091R3 22C091 S20113
0001EV	CM 21	121320400000 W56HZV 26N6N7E622601H9100255YR322ZC05R3 22ZC05 S20113
0001FH	DF 21	121320400000 W56HZV 21C1C23643804K4100255XP126R0192T 2ZCP32 S20113
0001FJ	DF 21	121320400000 W56HZV 21C1C23643804K4100255XP126R0192T 2ZCP32 S20113
0001FS	DN 21	111320350000 W56HZV 11C1C165110835000925122T14V1532T 1SAVBA S20113
0001GQ	DY 021	201320132020 A5XDE 423806X4SA 2533 L033958705 A.0009251.14.1 021001
0001GT	DZ 021	201320142040 A5XGQ 655625FC8FSPV 2550 L034598605 R.0005995.33.1 021001
0001GX	CY 21	121320400000 W56HZV 26N6N7E63300544100255YR322C091R3 22C091 S20113
0001GY	CM 21	121320400000 W56HZV 26N6N7E622601H9100255YR322ZC05R3 22ZC05 S20113
0001GZ	DY 021	201320132020 A5XDE 423806X4SA 2533 L033958705 A.0009251.14.1 021001
0001HA	DZ 021	201320142040 A5XGQ 655625FC8FSPV 2550 L034598605 R.0005995.33.1 021001
0001HB	EC 021	201320152035 A5XDJ DV0230AFPJB 3101 L035495920 A.0014445.1.3 021001
0001HC	ED 17	13141319M7KE 253678540067443 2DC155503MPR3DE82140 M9545013MPR3DE8 067443
0001HD	EE 021	201320142040 0000 A22AJ 643747C08VIRQ 2550 0010418876 0030001081 021001

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 16 of 20****PIIN/SIIN** W56HZV-06-C-0406**MOD/AMD** P00127**Name of Offeror or Contractor:** PRIMUS SOLUTIONS INC.**LINE**

<u>ITEM</u>	<u>ACRN</u>	<u>EDI/SFIS ACCOUNTING CLASSIFICATION</u>						
0001HE	EF	021 201420152040	A5XDP 654804L41RJL7	2550	L035756662	A.0015166.2.2.1.5		021001
0001HF	EG	021 201420152040	A5XDN 654804H02RF01	2550	L035692917	A.0015256.3.1.1.1		021001
0001HG	EH	021 201220142035	A5XDU D03002ARJT7	2571	L035508715	S.0011191.8.7		021001
0001HJ	EJ	021 201220142035	A5XDH D16206AVFRE	252G	L035623246	A.0007527.12.4		021001
0001HK	DF	21 121320400000	W56HZV 21C1C23643804K4100255XP126R0192T		2ZCP32	S20113		
0001HL	DN	21 111320350000	W56HZV 11C1C165110835000925122T14V1532T		1SAVBA	S20113		

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.

**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 \*\*\*