

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. Contract ID Code
Cost Plus Fixed Fee

Page 1 Of 6

2. Amendment/Modification No.

05

3. Effective Date

2014APR29

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

U.S. ARMY CONTRACTING COMMAND
JENNIFER PRUENTE
WARREN, MICHIGAN 48397-5000
HTTP://CONTRACTING.TACOM.ARMY.MIL

Code

W56HZV

7. Administered By (If other than Item 6)

DCMA DENVER
DENVER FEDERAL CENTER, BUILDING 16
P.O. BOX 25586
DENVER CO 80225-0586

Code

S0602A

EMAIL: JENNIFER.PRUENTE@US.ARMY.MIL

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

MARK G. MILLER INC.
1544 WOODLAND PARK DR STE 310
1544 WOODLAND PARK DR STE 310
LAYTON, UT 84041-5698

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.

W56HZV-09-D-0154/0005

10B. Dated (See Item 13)

2013APR25

Code 1R8H0

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)

NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

It Modifies The Contract/Order No. As Described In Item 14.

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

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).

C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:

Mutual Agreement of Parties

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)

LYNN M. BYRNE
LYNN.M.BYRNE@US.ARMY.MIL (586)282-6553

15B. Contractor/Offeror

15C. Date Signed

16B. United States Of America

16C. Date Signed

(Signature of person authorized to sign)

By _____ /SIGNED/

(Signature of Contracting Officer)

2014APR29

NSN 7540-01-152-8070

30-105-02

STANDARD FORM 30 (REV. 10-83)

PREVIOUS EDITIONS UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 6**

PIIN/SIIN W56HZV-09-D-0154/0005

MOD/AMD 05

Name of Offeror or Contractor: MARK G. MILLER INC.

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: JENNIFER PRUENTE
Buyer Office Symbol/Telephone Number: CCTA-ASG-C/(586)282-9608
Type of Contract: Cost Plus Fixed Fee
Kind of Contract: Research and Development Contracts
Type of Business: Other Small Business Performing in U.S.
Surveillance Criticality Designator: C
Weapon System: No Identified Army Weapons Systems

*** End of Narrative A0000 ***

PREVIOUS NEGOTIATED BASE TASK ORDER VALUE: \$1,015,265.00
NEGOTIATED VALUE OF THIS ACTION: \$ (0.00)
TOTAL NEGOTIATED BASE TASK ORDER VALUE: \$1,015,265.00

PREVIOUS BASE TASK ORDER OBLIGATED AMOUNT: \$1,015,265.00
OBLIGATED AMOUNT THIS ACTION \$ (0.00)
TOTAL BASE TASK ORDER OBLIGATED AMOUNT: \$1,015,265.00

1. The purpose of this bilateral modification (mod) 05 is to extend the period of performance (PoP) for option 5 by five (5) months from 31 Mar 2014 to 29 Aug 2014.

2. As a result of mod 05, the following changes are hereby made to the contract:

SECTION	Description
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B	Performance completion dates are updated on SubCLINs 0010AA, 0010AB, and 0010AC.
H	Paragraph H.2.5 is updated to reflect the new PoP for option 5.

3. As a result of mod 05, the total cost remains unchanged.

4. Except as specifically provided in mod 05, all other terms and conditions remain unchanged.

*** END OF NARRATIVE A0006 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-09-D-0154/0005 MOD/AMD 05

Name of Offeror or Contractor: MARK G. MILLER INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SERVICE REQUESTED: OMNIBUS - ALOHA MICR CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: R32MC175R3 PRON AMD: 01 ACRN: AD AMS CD: 63300553D00</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 29-AUG-2014</p> <p style="text-align: right;">\$ 45,450.00</p>				

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 5 of 6

PIIN/SIIN W56HZV-09-D-0154/0005

MOD/AMD 05

Name of Offeror or Contractor: MARK G. MILLER INC.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Organizational Conflict of Interest

As a condition of award of this Task Order, the contractor's eligibility for future prime Contract awards or subcontract awards may be restricted regarding any current or future program managed system acquisitions. The Contractor agrees, as specified FAR Subpart 9.5, to outline the actions to be taken by the Contractor during the performance of the Task Order to avoid and mitigate any conflict of interest. The Contractor agrees that the Government or an authorized representative may, up to three years after acceptance of all programmatic documentation to be delivered under this Task Order, restrict the Contractors future participation in any resulting program managed system acquisition action(s). If the Contractor demonstrates to the Contracting Officer that there may be a possible conflict of interest arising out of an existing Contract, the Contracting Officer shall take the necessary action to delete that requirement from this Task Order.

H.2 Options:

The Government may require continued performance of any products and services for the three (3) twelve month option periods and three (3) three month option periods at the costs specified in the task order. The Government shall have the unilateral right to exercise the options found in CLINs 0004 through CLIN 0009 at any time during the performance of this Task order (not to exceed fifteen (15) months after Task Order award) by written notice to the contractor no later than 30 days before the task order expires. Each option, should it be exercised, will have a duration of that shown on the schedule pages under CLINs 0004 through CLIN 0009, as applicable. The following dollar amounts are the not-to-exceed amounts for the Option periods. The Contracting Officer may exercise either option in whole or in part and in one or more increments.

H.2.1. Option 1: Continuation of AFV Fleet On-site Fleet Coordination and Data Collection

The government has the unilateral right to exercise Option 1 from task order award to up to fifteen (15) months after Task Order award. The contractor shall perform the Option 1 tasks listed in C.1, if the government exercises Option 1. The period of performance for Option 1 shall be twelve (12) months which will begin when Option 1 is exercised.

The estimated cost, fixed fee and total amount for Option 1, if it is exercised, will be:

Estimated Cost: \$ 452,831
Fixed Fee: \$ 33,434
Total Amount: \$ 486,265

H.2.2. Option 2: Continuation of On-site Microgrid Coordination and Data Collection

The government has the unilateral right to exercise Option 2 from task order award to up to fifteen (15) months after Task Order award. The contractor shall perform the Option 2 tasks listed in C.1, if the government exercises Option 2. The period of performance for Option 2 shall be twelve (12) months which will begin when Option 2 is exercised.

The estimated cost, fixed fee and total amount for Option 2, if it is exercised, will be:

Estimated Cost: \$ 139,540
Fixed Fee: \$ 13,254
Total Amount: \$ 152,794

H.2.3. Option 3: Continuation of Operation and Maintenance of TARDEC Hydrogen Station

The government has the unilateral right to exercise Option 3 from task order award to up to fifteen(15) months after Task Order award. The contractor shall perform the Option 3 tasks listed in C.1, if the government exercises Option 3. The period of performance for Option 3 shall not exceed twelve (12) months which will begin on 2014 APR 25.

The estimated cost, fixed fee, and total amount for twelve (12) months of performance on Option 3, if it is exercised, will be:

Estimated Cost: \$ 364,620
Fixed Fee: \$ 24,088
Total Amount: \$ 388,708

Estimated Cost Remaining after partial exercise of 4 months on Modification 02: \$ 248,753
Fixed Fee Remaining after partial exercise of 4 months on Modification 02: \$ 16,152
Total Amount Remaining after partial exercise of 4 months on Modification 02: \$ 264,905

H.2.4. Option 4: Return Aloha Microgrid 1 to Original Site Conditions

The government has the unilateral right to exercise Option 4 from task order award to up to fifteen (15) months after Task Order award. The contractor shall perform the Option 4 tasks listed in C.1, if the government exercises Option 4. The period of performance for Option 4 shall be three (3) months which will begin when Option 4 is exercised.

The estimated cost, fixed fee and total amount for Option 4, if it is exercised, will be:

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 6 of 6**

PIIN/SIIN W56HZV-09-D-0154/0005

MOD/AMD 05

Name of Offeror or Contractor: MARK G. MILLER INC.

Estimated Cost: \$ 99,717
Fixed Fee: \$ 458
Total Amount: \$ 100,175

***H.2.5. Option 5: Return Aloha Microgrid 2 to Original Site Conditions Evaluation**

The government has the unilateral right to exercise Option 5 from task order award to up to fifteen (15) months after Task Order award. The contractor shall perform the Option 5 tasks listed in C.1, if the government exercises Option 5. The period of performance for Option 5 shall be *14 months which will begin when Option 5 is exercised.

The estimated cost, fixed fee and total amount for Option 5, if it is exercised, will be:

Estimated Cost: \$ 115,550
Fixed Fee: \$ 356
Total Amount: \$ 115,906

CLIN 0008 originally existed for Unexercised Option 5. In order to fund Option 5 with multiple PRONs, CLIN 0008 is deleted and replaced with CLIN 0010. Option 5 is fully funded on SubCLINs 0010 AA, 0010 AB, and 0010 AC.

H.2.6. Option 6: Return Hydrogen Station to Original Site Conditions

The government has the unilateral right to exercise Option 6 from task order award to up to fifteen (15) months after Task Order award. The contractor shall perform the Option 6 tasks listed in C.1, if the government exercises Option 6. The period of performance for Option 6 shall be three (3) months which will begin when Option 6 is exercised.

The estimated cost, fixed fee and total amount for Option 6, if it is exercised, will be:

Estimated Cost: \$ 223,753
Fixed Fee: \$ 388
Total Amount: \$ 224,141

* Revised per Modification 05

*** END OF NARRATIVE H0001 ***