

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Cost Plus Fixed Fee

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2. Amendment/Modification No. P00010	3. Effective Date 2013DEC19	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND MONTY MCCLELLAND WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: MONTY.MCCLELLAND@US.ARMY.MIL	Code W56HZV	7. Administered By (If other than Item 6) DCMA HARTFORD 130 DARLIN STREET EAST HARTFORD CT 06108-3234	Code S0701A
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) PROTON ENERGY SYSTEMS, INC. 10 TECHNOLOGY DR WALLINGFORD, CT 06492-1955	<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-11-C-0278
	<input type="checkbox"/>	10B. Dated (See Item 13) 2011APR05
Code 1UZE7	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: AD NET INCREASE: \$108,364.00

**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 BETWEEN 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/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2013DEC19

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 10
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Name of Offeror or Contractor: PROTON ENERGY SYSTEMS, INC.		

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: MONTY MCCLELLAND
 Buyer Office Symbol/Telephone Number: CCTA-ASG-B/(586)282-9750
 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
 Contract Expiration Date: 2014OCT06

*** End of Narrative A0000 ***

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 CHANGED	52.232-4007 (TACOM)	WIDE AREA WORKFLOW (WAWF), CODES, AND DESIGNATED ACCEPTORS	APR/2008

TACOM-Warren uses WAWF-RA (Receipt and Acceptance) to electronically process vendor requests for payment. (See DFARS clause 252.232-7003, entitled Electronic Submission of Payment Requests and Receiving Reports). Under WAWF-RA, vendors electronically submit (and track) invoices, and receipt/acceptance documents/reports. Submission of hard copy DD250/invoices is no longer acceptable for payment purposes.

The contractor shall register to use WAWF-RA at <https://wawf.eb.mil> There is no charge to use WAWF. Direct any questions relating to system setup and vendor training to the Help Desk at Ogden, UT at 1-866-618-5988. Web-based training for WAWF is also available at <http://www.wawftraining.com/>

To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

Also, contractors must ensure to include the purchase request number in the line item description. This number can be found under the line item description on the order/contract.

(Type of Invoice: If this contract calls for contractor submission of a Material Inspection and Receiving report by virtue of the inclusion of the clause at DFARS 252.246-7000, Material Inspection and Receiving Report, use a combo Invoice and Receiving Report. If this DFARS clause is NOT in the contract, use a two-in-one invoice as described in WAWF.)

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

- Your firms CAGE code (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26)
- Issue and Admin DoDAAC Code (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)
- Ship-To DoDAAC Code (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the cover page; Block 15 of SF 1449)
- Accept-By DoDAAC Code: W91ATL
- Payment DoDAAC Code. (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26)

The WAWF system will prompt for additional e-mail submission after clicking Signature. The following additional e-mail submissions are required:

Primary Acceptor Name: Steven Eick
 Primary Acceptor e-mail: steven.t.eick.civ@mail.mil

Alternate Acceptor Name: Mark Bagwell
 Alternate Acceptor e-mail: mark.g.bagwell.civ@mail.mil

The paying office DoDAAC and mailing address is located on the first page of the award. To track the status of your invoice, click on the link, Pay status (myInvoice-External link) at the bottom of the left-hand menu.

If your paying office is Columbus, direct any payment-related questions to the Defense Finance Accounting Services (DFAS) Columbus at 1-888-756-4571. Please have your order number and invoice ready when calling about payment status. If your paying office is other than Columbus, contact your contract administrator for the customer service phone/fax numbers.

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MOD/AMD P00010

Name of Offeror or Contractor: PROTON ENERGY SYSTEMS, INC.

[End of Clause]

PURPOSE OF MODIFICATION: FUNDING INCREASE & PERIOD OF PERFORMANCE EXTENSION

PRIOR CONTRACT AMOUNT: \$4,924,125.29
CHANGE IN CONTRACT AMOUNT: \$ 108,364.00
CURRENT CONTRACT AMOUNT: \$5,032,489.29

1. The purposes of this bilateral contract modification P00010 are as follows:

- a. Add Mark Bagwell as an alternate COR to the contract.
- b. Extend the period of performance on Option 3 by 3 months.
- c. Extend the period of performance on Option 5 by 8 months.
- d. Add and fund CLIN 0014 in the amount of \$99,307 based on a Contractor overrun of costs for Option 5. No additional profit is payable for this overrun.
- e. Add and fund CLIN 0015 in the amount of \$9,057 for reimbursement of federal taxes paid by the Contractor on items that were initially priced on the assumption that they would be state-tax-exempt, but on which state taxes were ultimately paid.

2. To accomplish these purposes the contract is changed as follows:

- a. Section A WAWF clause 52.232-4007 is updated to include alternate COR Mr. Mark Bagwell.
- b. Section B is updated as follows:
 - 1) CLIN 0006 Option 3 performance completion date extended by 3 months from 19-APR-2014 to 19-JUL-2014.
 - 2) CLINs 0008 & 0013 Option 5 performance completion dates extended by 8 months from 19-JUN-2013 to 19-FEB-2014.
 - 3) CLIN 0014 for Option 5 overrun is added and funded in the amount of \$99,307.00.
 - 4) CLIN 0015 for reimbursement of federal taxes on Option 2 efforts is added and funded in the amount of \$9,057.00.
- c. Section F0001 narrative is updated as follows:
 - 1) F.3.2.3 is updated to reflect a period of performance extension of 3 months from 24 months to 27 months after Option 3 was exercised.
 - 2) F.3.2.5 is updated to reflect a period of performance extension of 8 months from 14 months to 22 months after Option 5 was exercised.
- d. Section G is changed to incorporate the amount of \$108,364 being added to the contract by this Modification P00010.
- e. Section H - H.1.5 within H00001 narrative is updated to reflect an increased estimated cost for Option 5 of \$99,307.00 from \$959,614.00 to \$1,058,921.00 and an increased total amount for Option 5 of \$99,307.00 from \$1,015,949.00 to \$1,115,256.00. Fixed fee for Option 5 remains unchanged at \$56,335.00.

3. As a result of this modification the total contract amount has increased by \$108,364.00 from \$4,924,125.29 to \$5,032,489.29.

4. All other terms and conditions of Contract W56HZV-11-C-0278 as previously modified remain unchanged and in full force and effect.

*** END OF NARRATIVE A0011 ***

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Name of Offeror or Contractor: PROTON ENERGY SYSTEMS, INC.		

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Data Deliverables

F.1.1 The contractor shall submit all data deliverable items electronically as specified in the Section J Contract, Exhibit A, Contract Data Requirements List (CDRL), DD Form 1423.

F.2 Hardware Deliverables

F.2.1 The contractor shall deliver all hardware deliverables, or any other deliverables that cannot be submitted electronically to a shipping address(es) that will be provided by the government after contract award but at least thirty (30) days before the due date for that deliverable.

F.3 Period of Performance

F.3.1 Base Contract

All work required under the base contract (C.1, C.2, C.3 and C.4) shall be completed by 18 months after contract award.

F.3.2 Option Period of Performance

All work required under one or more of the options listed in C.5, if those options are exercised under the Section H Option clause, shall be completed as listed below for each individual option.

F.3.2.1 Option 1

The period of performance for Option 1 shall be until 10 Feb 2012 which equals 8 months and 10 days from when Option 1 was exercised, in accordance with the terms of the Section H Option clause, specifically H.1.1.

F.3.2.2 Option 2

The period of performance for Option 2 shall be until 15 May 2013 which equals 22 months from when Option 2 was exercised, in accordance with the terms of the Section H Option clause, specifically H.1.2.

F.3.2.3 Option 3

The period of performance for Option 3 shall be twenty-seven (27) months which will begin when Option 3 has been exercised, in accordance with the terms of the Section H Option clause, specifically H.1.3. ***

F.3.2.4 Option 4

The period of performance for Option 4 shall be twelve (12) months which will begin when Option 4 is exercised, in accordance with the terms of the Section H Option clause, specifically H.1.4.

F.3.2.5 Option 5

The period of performance for Option 5 shall be twenty-two (22) months which will begin when Option 5 has been exercised, in accordance with the terms of the Section H Option clause, specifically H.1.5. ***

F.3.2.6 Option 6

The period of performance for Option 6 shall be twelve (12) months which will begin when Option 6 has been exercised, in accordance with the terms of the Section H Option clause, specifically H.1.6.

F.3.2.7 Option 7

The period of performance for Option 7 shall be twelve (12) months which will begin when Option 7 has been exercised, in accordance with the terms of the Section H Option clause, specifically H.1.7.

*** Updated to reflect changes made IAW modification P00010

Name of Offeror or Contractor: PROTON ENERGY SYSTEMS, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR/ <u>GFEBs ATA</u>	OBLG <u>STAT</u>	JO NO/ <u>ACCT ASSIGN</u>	<u>ACRN</u>	<u>PRIOR AMOUNT</u>	<u>INCREASE/ DECREASE</u>	<u>CUMULATIVE AMOUNT</u>
0014	R33MC099R3	1	R.0009058.2.5	AD \$	0.00 \$	99,307.00 \$	99,307.00
0015	R33MC099R3	1	R.0009058.2.5	AD \$	0.00 \$	9,057.00 \$	9,057.00
NET CHANGE						\$ 108,364.00	

<u>ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>INCREASE/ DECREASE</u>
AD	021 201320142040 A60FL 63300553DRK20 2550 L035203269 R.0009058.2.5	021001 \$ 108,364.00
NET CHANGE		\$ 108,364.00

NET CHANGE FOR AWARD:	<u>PRIOR AMOUNT OF AWARD</u>	<u>INCREASE/DECREASE AMOUNT</u>	<u>CUMULATIVE OBLIG AMT</u>
	\$ 4,924,125.29	\$ 108,364.00	\$ 5,032,489.29

LINE	<u>ACRN</u>	<u>EDI/SFIS ACCOUNTING CLASSIFICATION</u>			
0014	AD	021 201320142040 A60FL 63300553DRK20	2550 L035203269 R.0009058.2.5		021001
0015	AD	021 201320142040 A60FL 63300553DRK20	2550 L035203269 R.0009058.2.5		021001

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Name of Offeror or Contractor: PROTON ENERGY SYSTEMS, INC.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

SECTION H

H.1 Option Clause

The government reserves the right to unilaterally exercise any or all of the following options, for the option effort incorporated in Options 1 through 7, as listed in C.5 (C.5.1 through C.5.7), and as specified in H.1.1 through H.1.7, below. Individual options may be exercised, alone or in any combination, at any point or points specified in the option exercise period for each individual option, subject to the terms of option exercise, as listed below, for each individual option. Cost plus fixed fee will apply to each option, if it is exercised. The estimated cost, fixed fee and total amount that will apply to each individual option, if it is exercised in accordance with this clause, is listed below.

H.1.1 Option 1: Design a Hydrogen Station (C.5.1)

The government has the unilateral right to exercise Option 1 from contract award to up to 18 months after contract award. The contractor shall perform the Option 1 tasks listed in C.5.1, if the government exercises Option 1. The period of performance for Option 1 shall be as specified in F.3.2.1.

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

Estimated Cost:	\$299,904.00
Fixed Fee:	\$ 21,293.00
Total Amount:	\$321,197.00

H.1.2 Option 2: Station Equipment Installation (C.5.2)

The government has the unilateral right to exercise Option 2 from contract award to up to 18 months after contract award. The contractor shall perform the Option 2 tasks listed in C.5.2, if the government exercises Option 2. The period of performance for Option 2 shall be as specified in F.3.2.2.

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

Estimated Cost:	\$1,552,894.88
Fixed Fee:	\$ 76,731.41
Total Amount:	\$1,629,626.29

H.1.3 Option 3: Demonstrating High Capacity Electrolyzer (C.5.3)

The government has the unilateral right to exercise Option 3 from contract award to up to 18 months after contract award. The contractor shall perform the Option 3 tasks listed in C.5.3, if the government exercises Option 3. The period of performance for Option 3 shall be as specified in F.3.2.3.

The estimated cost, fixed fee and total amount for Option 3, if it is exercised, will be:

Estimated Cost:	\$108,598.00
Fixed Fee:	\$ 7,710.00
Total Amount:	\$116,308.00

H.1.4 Option 4: Extension of Electrolyzer Demonstration (C.5.4)

The government has the unilateral right to exercise Option 4 from contract award to up to 30 months after contract award. However, Option 4 cannot be exercised until Option 3 is exercised. The contractor shall perform the Option 4 tasks listed in C.5.4, if the government exercises Option 4. The period of performance for Option 4 shall be as specified in F.3.2.4.

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

Estimated Cost:	\$110,898.00
Fixed Fee:	\$ 7,874.00

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Name of Offeror or Contractor: PROTON ENERGY SYSTEMS, INC.

Total Amount: \$118,772.00

H.1.5 Option 5: Upgrade of Hydrogen Station (C.5.5)

The government has the unilateral right to exercise Option 5 from contract award to up to 18 months after contract award. However, Option 5 cannot be exercised unless Option 2 has been exercised. Option 5 can be performed concurrently with Option 4. The contractor shall perform the Option 5 tasks listed in C.5.5, if the government exercises Option 5. The period of performance for Option 5 shall be as specified in F.3.2.5.

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

Estimated Cost:	\$1,058,921.00	***
Fixed Fee:	\$ 56,335.00	
Total Amount:	\$1,115,256.00	***

H.1.6 Option 6: Design and Development of Components (C.5.6)

The government has the unilateral right to exercise Option 6 from contract award to up to 18 months after contract award. The contractor shall perform the Option 6 tasks listed in C.5.6, if the government exercises Option 6. The period of performance for Option 6 shall be as specified in F.3.2.6.

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

Estimated Cost:	\$1,913,929.00
Fixed Fee:	\$ 135,889.00
Total Amount:	\$2,049,818.00

H.1.7 Option 7: Integration of Subsystems (C.5.7)

The government has the unilateral right to exercise Option 7 from contract award to up to 30 months after contract award. However, Option 7 cannot be exercised until Option 6 has been exercised. The contractor shall perform the Option 7 tasks listed in C.5.7, if the government exercises Option 7. The period of performance for Option 7 shall be as specified in F.3.2.7.

The estimated cost, fixed fee and total amount for Option 7, if it is exercised, will be:

Estimated Cost:	\$1,458,520.00
Fixed Fee:	\$ 103,555.00
Total Amount:	\$1,562,075.00

H.2 Data Rights Assertion

The contractor's Data Rights Assertion dated 4 Apr 2011, submitted in accordance with the Section K Solicitation entitled "Identified Limited Rights Data" and the Section I Solicitation provision entitled "Rights in Technical Data - Non Commercial Items (DFARS 252-227-7013) is hereby incorporated into the contract in Section J as Attachment 0002.

*** Updated to reflect changes made IAW modification P00010

*** END OF NARRATIVE H0001 ***