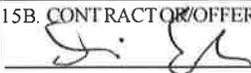


| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT   |                                  |  | 1. CONTRACT ID CODE   | PAGE OF PAGES  |                                 |
|--|----------------------------------|--|---|--|---------------------------------|
|  |                                  |  | J   | 1  | 4                               |
| 2. AMENDMENT/MODIFICATION NO.<br>01  | 3. EFFECTIVE DATE<br>29-Sep-2014 | 4. REQUISITION/PURCHASE REQ. NO.<br>0010462639-0001  |   | 5. PROJECT NO.(If applicable)                            |                                 |
| 6. ISSUED BY<br>INSTAL & VEHICLE SUP CONTRACTING DIV<br>6501 E. 11 MILE ROAD<br>WARREN MI 48397-5000   | CODE<br>W56HZV                   | 7. ADMINISTERED BY (If other than item 6)<br>INSTAL & VEHICLE SUP CONTRACTING DIV<br>LEE TAPPY<br>CCTA-HDB-SMS 350<br>LEE.F.TAPPY.CIV@MAIL.MIL<br>WARREN MI 48397-5000 |   | CODE   | W56HZV                          |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>CAELUM RESEARCH CORPORATION<br>JAMES BAUER<br>30 W GUDE DR STE 200<br>ROCKVILLE MD 20850-1177   |                                  |  | 9A. AMENDMENT OF SOLICITATION NO.   |  |                                 |
|  |                                  |  | 9B. DATED (SEE ITEM 11)   |  |                                 |
|  |                                  |  | X   | 10A. MOD. OF CONTRACT/ORDER NO.<br>W56HZV-11-D-L501-0052 |                                 |
|  |                                  |  | X   | 10B. DATED (SEE ITEM 13)<br>11-Apr-2014                  |                                 |
| CODE ODLL1   | FACILITY CODE ODLL1              |  |   |  |                                 |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  |                                  |  |   |  |                                 |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:<br>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;<br>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)  |                                  |  |   |  |                                 |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.  |                                  |  |   |  |                                 |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.   |                                  |  |   |  |                                 |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  |                                  |  |   |  |                                 |
| X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br>FAR 43.103(a)  |                                  |  |   |  |                                 |
| D. OTHER (Specify type of modification and authority)  |                                  |  |   |  |                                 |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.  |                                  |  |   |  |                                 |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br>Modification Control Number: tappy14803<br>REFERENCE PURCHASE REQUEST: 0010462639-0001<br><br>The purpose of Modification P01 is the following:<br><br>1) To incorporate revisions to the Performance Work Statement.<br>2) The value of the contract remains \$1,156,926.58 and the Period of Performance remains 01 January 2014 – 30 Nov 2014.<br>3) All other terms and conditions remain unchanged.  |                                  |  |   |  |                                 |
| 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)<br>LYNN M. BYRNE / CONTRACTING OFFICER<br>TEL: 586-282-6553 EMAIL: lynn.m.byrne.civ@mail.mil |  |                                 |
| 15B. CONTRACTOR/OFFEROR  |                                  | 15C. DATE SIGNED   | 16B. UNITED STATES OF AMERICA<br>BY <u>Lynn M Byrne</u>   |  | 16C. DATE SIGNED<br>29-Sep-2014 |
| (Signature of person authorized to sign)   |                                  |  | (Signature of Contracting Officer)  |  |                                 |

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT  |                   |   | 1. CONTRACT ID CODE  | PAGE OF PAGES                  |                  |
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| 2. AMENDMENT/MODIFICATION NO.   | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO.  |  | 5. PROJECT NO. (If applicable) |                  |
|   |                   | 0010462639-0001   |  |                                |                  |
| 6. ISSUED BY  | CODE              | 7. ADMINISTERED BY (If other than item 6)   |  | CODE                           |                  |
| INSTAL & VEHICLE SUP CONTRACTING DIV<br>6501 E. 11 MILE ROAD<br>WARREN MI 48397-5000  | W56HZV            | INSTAL & VEHICLE SUP CONTRACTING DIV<br>LEE TAPPY<br>CCTA-HDB-SMS 350<br>LEE.F.TAPPY.CIV@MAIL.MIL<br>WARREN MI 48397-5000 |  | W56HZV                         |                  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)   |                   |   | 9A. AMENDMENT OF SOLICITATION NO.                          |                                |                  |
| CAELUM RESEARCH CORPORATION<br>JAMES BAUER<br>30 WGUDE DR STE 200<br>ROCKVILLE MD 20850-1177  |                   |   |  |                                |                  |
|   |                   |   | 9B. DATED (SEE ITEM 11)                                    |                                |                  |
|   |                   |   | X 10A. MOD. OF CONTRACT/ORDER NO.<br>W56HZV-11-D-L501-0052 |                                |                  |
|   |                   |   | X 10B. DATED (SEE ITEM 13)<br>11-Apr-2014                  |                                |                  |
| CODE 0DLL1  |                   |   | FACILITY CODE 0DLL1  |                                |                  |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS   |                   |   |  |                                |                  |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.   |                   |   |  |                                |                  |
| Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:<br>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;<br>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)   |                   |   |  |                                |                  |
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| X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br>FAR 43.103(a)   |                   |   |  |                                |                  |
| D. OTHER (Specify type of modification and authority)   |                   |   |  |                                |                  |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.   |                   |   |  |                                |                  |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br>Modification Control Number: tappy14803<br>REFERENCE PURCHASE REQUEST: 0010462639-0001<br><br>The purpose of Modification P01 is the following:<br><br>1) To incorporate revisions to the Performance Work Statement.<br>2) The value of the contract remains \$1,156,926.58 and the Period of Performance remains 01 January 2014 – 30 Nov 2014.<br>3) All other terms and conditions remain unchanged.   |                   |   |  |                                |                  |
| 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) |                                |                  |
| James E. Bauer, Vice President  |                   |   | TEL: _____ EMAIL: _____                                    |                                |                  |
| 15B. CONTRACTOR/OFFEROR   |                   | 15C. DATE SIGNED  | 16B. UNITED STATES OF AMERICA                              |                                | 16C. DATE SIGNED |
| <br>(Signature of person authorized to sign)   |                   | 2014 SEP 29   | BY _____<br>(Signature of Contracting Officer)             |                                |                  |

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been added by full text:

PEO CS & CSS PWS REV 01

The following revisions outlined in red within the Performance Work Statement are incorporated into Task Order 0052.

**PERFORMANCE WORK STATEMENT (PWS) (REV. 01)**  
**(PEO CS&CSS) IT Services**

**Ordering Year 4**

1. **Scope:** Serve as Computer Systems Support Specialists (CSSS) and Senior Systems Administrator (SSA) for the Program Executive Office (PEO CS&CSS) Staff and Project Management (PM) offices. Estimated time equates to eleven and one half work-years (a total of 23,096 estimated hours). This PWS modification serves to identify the Contract Year 4 requirements.
  - a. In addition to normal business hours, support will be available 24/7/365 via telephone, or Government Furnished Equipment (GFE) provided Blackberry, for mission-related technical support. Not more than one specialist would be required to be on-call at any given time during normal off-duty hours.
  - b. Period of Performance: 01 January 2014 – 30 Nov 2014
  - c. One team member performing team lead duties, act as POC for the team MRAP, labor category Senior Systems Administrator (SSA).
  - d. One team member performing team lead duties, act as POC for the PEO, labor category SSA.
  - e. CSSS & SSA must possess the required DoD 8570.01 certification requirements upon start date or obtained within 180 days of start date.
  - f. SSA will ensure all requirements of the IT team are completed and managed IAW the contract and the customer's requirements. The PEO SSA will perform duties and functions of the Team lead for the entire PEO IT contractor staff. Responsibilities will include all the duties and responsibilities of the CSSS position as well as program and project management duties as necessary. The SSA will collect, review and summarize reports from the PM's and provide results to the PEO IT staff.
  - g. SSA will be responsible to ensure that the IT team completes all necessary tasks, reports, inventories and attendance at meetings accomplished. SSA will also be responsible to ensure that all PM's have adequate resources to perform their duties.
  - h. Over the next year, the Network Enterprise Center (NEC) will coordinate with each organization to use Remedy as the primary ticketing system, if not already the case. NEC will attempt to have Remedy feed into their secondary ticket system for their mission requirement.
  - i. The contractor shall attend ten proficiency training sessions hosted by the NEC annually to retain their elevated permissions.
2. Specialists will be co-located within PEO CS&CSS Staff and PM offices. Computing and networking resources required to perform under this PWS will be provided as GFE. Specialists are to report for work as indicated below. Work hours may be adjusted as needed to meet workload requirements, if needed and approved by the customer and the COR. All PEO IT support staff will be available for work at any PEO location at the discretion of the customer and the COR. PEO support staff will need to be supplemented on occasional basis and when necessary that support will first be solicited from within this Task Order and when not available from the contractors support team with (1) day advance notice for regular leave and immediate notice for leave involving illness or injury. Staff is required to work out a customer friendly schedule consisting of 8.5 hours

per day for 5 days per week with ½-hour lunch. This is intended to be a regular work schedule of 5 days per week with 8 hours per day. Alternative work schedule is not an option for the contract IT staff.

3. Appropriate contractor personnel, assigned to this PWS, with the required qualifications will be made available by the contractor if requested by the COR when the normally assigned contractor personnel is unavailable or out on leave.
  - a. PEO Staff support (1 work year 1-SSA): At 0700 daily for a standard 40 hour work week.
  - b. PM Transportation Systems (4 work year's 4-CSSS): Specific hours are to be coordinated with the customer.
  - c. PM Mine Resistant Ambush Protected vehicles (2 work years 2-CSSS) (1 work year 1-SSA): Specific hours are to be coordinated with the customer.
  - d. PM Force Projection (2 work year's 2-CSSS): At 0800 daily for a standard 40 hour work week.
  - e. PM JPO JLTV Joint Light Tactical Vehicles (1 work year 1-CSSS); specific hours to be coordinated with customer; 40 hour work week.
  - f. PM Robotics (1/2 work year 1-SSA): At 0800 daily for a standard 40 hour work week.
4. Diagnose, troubleshoot, identify and resolve hardware failures and software problems for end users. This includes, but is not limited to, coordinating delivery of, setting up, installing and testing new Information Technology/Information System equipment (computers, peripherals, mobile devices, etc.), loading applicable software, installing various components, keyboards, mice, printers, and associated equipment as necessary.
5. Diagnose, troubleshoot, identify and resolve Blackberry and data connect devices (Mifi, Air-card & Tethering) and problems for end users. This includes, but is not limited to, coordinating delivery of, setting up, installing and testing new service and devices, managing services on the vendors website, loading applicable software, installing various components, CAC readers (CAC SLED), and associated equipment as necessary.
6. Troubleshoot and analyze computer hardware/software problems, installs/deploys and upgrades, integrate various products/components into existing systems, research or recommend solutions, and act as technical advisor with a high degree of individual integrity and reliability.
7. Maintain technical understanding and an ability to support the current versions of Army Gold Master software (Operating System, Web Browser, Digital Signature software, etc.), approved Microsoft Office Suite (Outlook, Access, Word, Excel, etc.), Microsoft SharePoint and other mission software, as needed. Maintain compliance with DOD 8570 requirements, Detroit Arsenal NEC and PEO CS&CSS requirements for specific areas as necessary including training requirements as required.
8. Provide technical support to road warriors (laptop and Blackberry users) for approved software, including those specific to laptop users such as security applications, Data at Rest solutions and VPN clients.
9. Provide technical and operational support to PEO and PM Telephone Control Officers (TCO) and provide Video Teleconference (VTC) support to customers.
10. Monitor Information Assurance Vulnerability Assessment (IAVA) compliance for hardware and software. Ensure IAVA measures are applied on the computers based on guidance received from the customer and NEC IA team. After hours support will be documented on a case-by-case basis, a write up of which will be subsequently submitted to the appropriate management personnel (performance certifier) within one day of the event. A list of computers non-compliant with any IAVA or patch shall be kept and submitted to the Government IT lead for the PM assigned (performance certifier) within one day of the event or weekly if the event is ongoing, whichever occurs first.
11. Attend meetings and conferences as required to remain knowledgeable in existing and emerging hardware, software technologies and IT best business practices. Pertinent reports due to performance certifier NLT 3 work days after the event or weekly if the event is ongoing, whichever occurs first.

12. Interface with other supporting organizations/offices with respect to the Detroit Arsenal network service calls, cabling/LAN drops, wiring closets, network operations, etc.
13. Perform research and provide recommendations relating to computer equipment, printers, copiers, mobile devices, software, etc, to support the business of the organization.
14. Support the PEO CS&CSS server-based backup solution(s) and client software to enable desktop backups for PEO associates. Maintain software-related aspects of a backup system(s), to include scheduling of backups, restoration of user data, and patches of backup software, as required.
15. Maintain an inventory of equipment and software licenses, to include but not limited to monitors, workstations, software, laptops, printers and corresponding barcodes, locations, and related user information to document proper property accountability of non-durable and durable office automation equipment under Army guidelines. The contractor shall use the ADP system (a TACOM hosted application) as the sole repository for this information. The contractor shall document all transactions involving the relocation or transfer of responsibility for all items within the ADP system. The contractor shall submit a reutilization form, wipe the hard drive, and provide the system to the hand receipt holder or their alternate with proper documentation for turn in within 7 days after the system is removed from use. Maintain a list of all hard drive in the respective PM to properly account for sanitization and disposal of hard drives This inventory must account for all hard drives (internal, External and within other devices).
16. Inform users of Information Assurance (IA) procedures and expectations while utilizing information technology resources. Report security incidents on PEO or PM systems to the respective IT or IA manager and execute incident response tasks in conjunction with NEC IA personnel. Assist in maintaining a repository of signed Acceptable Use Policies and certificates of completion for IA training. Ensure all removable media is handled in accordance with DoD/Army. Perform other Information Assurance Security Officer (IASO) duties as required IAW AR 25-2, Army Regulation: Information Assurance.
17. Maintain professional communication skills both in oral and written communications to interface with upper management, contractors, vendors, users and other technical specialists. All contractors they must dress in appropriate business attire, and act in a manner appropriate with their job duties. Contractor personnel shall conform to standards of conduct and code of ethics, which are consistent with those applicable to Government employees as provided in the Joint Ethics Regulation 5500.7.R. The Contract employees shall conduct themselves at all times in a proper, friendly, efficient, courteous, and businesslike manner.
18. All Contract IT staff will provide all reports, documentation and communications to the respective area Government IT lead the PM assigned (performance certifier) within 5 days of completion or weekly if the event is ongoing, whichever occurs first.
19. Respond to all taskers assigned to the IT areas and report out to the Government IT lead and the Contractor IT Lead in the PEO in a timely manner or weekly if the event is ongoing, whichever occurs first.
20. Ensure that Task order billing contains the monthly invoice for hours billed and charged to for each line item by name, along with other required information such as itemized miscellaneous expenses, travel expenses and time cards. Interim evaluations may be prepared at any time during contract performance when determined to be in the best interest of the Government.

(End of Summary of Changes)