

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

Received Inspected Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative				
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative				
			32g. E-Mail of Authorized Government Representative				
33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	36. Payment		37. Check Number	
<input type="checkbox"/> Partial	<input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final			
38. S/R Account No.		39. S/R Voucher Number	40. Paid By				
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)				
41b. Signature And Title Of Certifying Officer			41c. Date		42b. Received At (Location)		
					42c. Date Rec'd (YY/MM/DD)		42d. Total Containers

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PIIN/SIIN W52P1J-16-D-0006

MOD/AMD

Name of Offeror or Contractor: TELOS CORPORATION

SUPPLEMENTAL INFORMATION

Buyer Name: DAVID GANNON
Buyer Office Symbol/Telephone Number: CCRC-TA/(309)782-0868
Type of Contract 1: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders
Type of Business: Large Business Performing in U.S.
Surveillance Criticality Designator: C
Contract Expiration Date: 2021FEB21

*** End of Narrative A0000 ***

1. The U.S. Army Contracting Command - Rock Island (ACC-RI) accepts and incorporates Telos Corporation's offer dated 21 Jul 2015 for Request for Proposal (RFP) W52P1J-11-R-0171 to the extent it does not conflict with this RFP, SOW, terms and conditions, etc., and hereby awards contract W52P1J-16-D-0006, one of 17 multiple award, Indefinite Delivery Indefinite Quantity (IDIQ) contracts for Information Technology Enterprise Solutions - 3 Hardware (ITES-3H). End-to-end solutions will be provided through hardware and related incidental services to include integration, installation, site surveys, system configuration determinations, system migrations, image loading, data migration, and warranty variations. Deliveries shall be performed in accordance with (IAW) the Statement of Work (SOW), which can be found as Attachment 0001 to this contract award.

2. Delivery Order 0001 will be issued concurrently, awarding the guaranteed minimum award amount as stated in the solicitation and proposed by the offeror. The guaranteed minimum value for this contract is \$10,700.00. Consequently, the Government is under no further obligation to place any additional orders. Actual requirements will be identified at the delivery order level. Ordering for ITES-3H is decentralized. The maximum total value of all 17 multiple award contracts shall not exceed \$5,000,000,000.00. There is no guarantee that the Government will order the maximum value under this procurement.

3. Periods of Performance (Ordering Periods):

Base Period: 36 months of performance, following contract award (CLINs 0101 - 0919)
Option Period 1 (if exercised): 12 months of performance (CLINs 1101 - 1919)
Option Period 2 (if exercised): 12 months of performance (CLINs 2101 - 2919)

4. Telos Corporation's proposed Small Business Participation goals are hereby incorporated into this contract. The goals are as follows:

Total Small Business Participation (Includes Prime and Subcontract dollars) - 23.60%
Small Disadvantaged Business (SDB) - 6.20%
Woman-Owned Small Business (WOSB) - 5.20%
HUBZone - 3.10%
Veteran-Owned Small Business (VOSB) - 7.40%
Service Disabled Veteran-Owned Small Business (SDVOSB) - 3.10%

IAW paragraph 5.2(e) of the ITES-3H SOW, the offeror shall submit a monthly Small Business Participation report (SBPR). If the offeror does not meet or exceed any of the participation goals, then the offeror shall state within the SBPR the reasons why those goals are not met/exceeded.

5. Telos Corporation's current Commercial Subcontracting Plan is hereby incorporated into this contract by reference.

6. Clauses 52.209-10, 52.232-37, 252.209-7991, 252.203-7997, 252.204-7008, 252.204-7012, 252.216-7006, and 252.239-7018 have been added, as those clauses are required IAW FAR 9.108-5(b), FAR 32.110(e), Class Deviation 2016-00002, Class Deviation 2016-00003, DFARS 204.7304(a), DFARS 204.7304(c), DFARS 216.506(a), and DFARS 239.7301 respectively.

7. Clause 52.219-13, Notice of Set-Aside of Orders (NOV 2011), which is item #18 in FAR 52.212-5, has been added IAW FAR 19.508(f). This clause applies only to the delivery order level, as deemed appropriate by the Ordering Contracting Officer.

8. Paragraphs (i), (j), and (k) of Part C - Additional Information have been revised to allow catalog changes via written approval by the ITES-3H Contracting Officer, rather than necessitating a contract modification.

9. An Ordering Guide will be published to the CHES IT e-Mart website to establish guidelines for customers placing orders against this contract.

10. All terms and conditions of solicitation W52P1J-11-R-0171 and Amendments 0001-0012 and 0014-0021 are hereby incorporated into this award document. Amendment 0013 was never issued.

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Name of Offeror or Contractor: TELOS CORPORATION		

*** END OF NARRATIVE A0001 ***

FOR DFAS PURPOSES ONLY: Clause 52.232-37, Multiple Payment Arrangements, was incorporated on the base contract. The pay office for each delivery order issued under this contract is determined at the delivery order level. The base contract Pay Office DoDAAC, HQ0303, is system-generated on all base contract modifications, however, the delivery order Pay Office DoDAAC is the predominant pay office.

*** END OF NARRATIVE A0002 ***

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Name of Offeror or Contractor: TELOS CORPORATION

SUPPLIES OR SERVICES AND PRICES/COSTS

The following paragraphs are being added as an addendum to FAR 52.212-4.

Pricing Terms

The contractor shall perform the ITES-3H effort in accordance with the Statement of Work (SOW) and provide all of the items identified in Part B of the Schedule over the life of the contract, which includes Contract Line Item Numbers (CLINs) for Catalog Items, Non-catalog Items, and Unpriced Items.

(a) Catalog Items (CLINs 0101 through 0902 and corresponding option CLINs). The contractor shall provide all of the items in the CLIN description for each of the equipment categories identified. The items shall be provided from a catalog. All items proposed in the catalogs must be commercial in nature and meet the definition of commercial items as set forth in FAR 2.101. The contract type for Catalog Items CLINs is firm fixed price.

(1) Discounts. A single discount percentage shall be identified for each of the ITES-3H catalogs and shall apply to all the equipment identified in that catalog. A single discount percentage shall be identified for warranty variance for each of the ITES-3H catalogs (except Catalog VII). The discount percentage may be different for each catalog.

(A) Items shall be provided from the catalog at a price that reflects the discount for the equipment category when applied to the catalog price, or a lesser price.

(B) RESERVED.

(C) The discount for the equipment category shall apply to items provided from the catalog and any replacement or revision to the catalog to include logical derivatives and descendants.

(D) The catalog discount shall be fixed and shall apply to the entire life of the contract, including option periods.

(E) Additional discounts, from the established catalog discount, may be provided under individual orders as negotiated by the ordering contracting officer. Any and all agreements to reduce pricing shall be subject to all other terms and conditions set forth in this contract. Contract terms and conditions may not be waived nor additional products (not specified in Part B - Supplies or Services and Prices/Costs) be sold as part of the price reduction agreement.

(2) Catalogs established expressly for this contract are not acceptable.

(3) In addition to use of offerors commercial catalog, publically published price list, the use of a GSA Schedule or other Government contract vehicles, such as NASA SEWP IV, NIH, etc. as a catalog is permissible.

(4) For each of the equipment categories, the contractor shall identify a catalog, catalogs, or portions of a catalog, from which it will provide the items. The contractor shall identify the catalog for each equipment category by unique name/publication number or similar unique identifier. The contractor shall likewise identify all subsequent publications of that catalog (descendants or logical derivatives).

(5) Items provided from a catalog shall be compliant with the terms and conditions of the ITES-3H contract; the contractor shall provide items that are compliant with Federal laws and regulations.

(6) The contractor shall establish and maintain a web-based ordering catalog for items provided under this contract that will include a description of the items available through the catalogs.

(7) Catalog Ordering Constraints. The contractor is responsible for assuring that items furnished under the contract from the specified catalogs are within the scope of the equipment category descriptions as set forth in Part B of the contract, they comply with the terms and conditions of the contract, and they comply with Federal laws and regulations (e.g., TAA). Non-compliant and out-of-scope items shall be eliminated from the catalogs for ordering purposes and shall not be purchasable under the contract. The Government reserves the right to have noncompliant items eliminated from ordering. Additionally, in the event that the contractor provides items from catalogs that exceed the scope established by the catalog equipment category descriptions, the Government reserves the right to suspend ordering under the contract. The right of suspension is in addition to and not in substitution of any other rights of the Government under the contract.

(b) Unpriced Items. CLINs in this series are for unpriced items.

(1) Related Items & Equipment (CLIN 0910 and corresponding option CLINs) and Related Software (CLIN 0911 and corresponding option CLINs). Pricing for these items shall be based on existing commercial, GSA agreements, or other Government contract vehicle prices and established by the ordering contracting officer at the time of order. Price is To Be Determined (TBD). These CLINs are

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Name of Offeror or Contractor: TELOS CORPORATION

provided for the ordering of items not covered by other contract CLINs that are within the scope of the contract for ITES-3H as indicated in the SOW. These CLINs include items or new technology needed to complete an order under ITES-3H in order to be fully responsive to the particular needs of a user. Items shall otherwise comply with the provisions of the contract. Pricing for all items furnished under this CLIN shall be firm fixed price.

(A) DoD Enterprise Software Initiative (ESI) (CLIN 0915 and corresponding option CLINS). Contractors shall, when authorized by the Government, order from the DoD ESI sources to obtain the software to satisfy the requirement. Commercial software purchased by the contractor to satisfy the requirement shall be firm fixed price with no markups (e.g. G&A, OH, Profit). Price is TBD.

(2) Related Services (CLIN 0912 and corresponding option CLINS). The contractor shall provide services related to equipment acquired under this contract. Related services include but are not limited to system configuration and integration, physical site analysis, installation and relocation, and high availability configuration. Pricing for services provided under this CLIN shall be firm fixed price. Price is TBD.

(3) Other Direct Expenses (CLIN 0916 and corresponding option CLINS). Items used in providing the services shall be priced on a firm fixed price basis. Travel and per diem will be quoted on a firm fixed price basis and shall be priced in accordance with the then current version of the Federal Travel Regulations (FTR) and the Joint Travel Regulations (JTRs). Price is TBD.

(4) OCONUS Shipping (CLIN 0913 and corresponding option CLINS). The contractor shall provide OCONUS shipping under this contract on a firm fixed price basis. Price is TBD. Delivery prices for OCONUS shipments shall be separately negotiated as a firm fixed price CLIN under individual delivery orders.

(5) Shipping Variations (CLIN 0914 and corresponding option CLINS). The contractor shall provide shipping variation options under this contract on a firm fixed price basis for individual delivery orders. Price is TBD. Shipping variations include alternate or additional delivery terms or schedules, such as ship-in-place, expedited shipping or shipping to APO addresses.

(6) Ordering contracting officers must establish prices for orders of unpriced items using the policies and methods of FAR 15.4.

(c) Non-Catalog Items (CLIN 0917 and corresponding option CLINS). The Government reserves the right to add CLINS for individual items to Section B that are not catalog items, as necessary.

*** END OF NARRATIVE B0001 ***

Name of Offeror or Contractor: TELOS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101	<p><u>CATALOG I - UNIX BASED SERVERS</u></p> <p>COMMODITY NAME: HARDWARE PSC: 7021 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Unix platforms with multiple core Intel/AMD or equivalent processors. To include items that directly support the provided platforms, mounting racks, cabinets, power supplies, power adaptors, clustering devices, warranty variations, and operating systems/licenses not covered or provided under existing Government enterprise agreements; e.g., Enterprise Software Agreements (ESA) provided under the Enterprise Software Initiative (ESI) and SmartBuy as described on the CHES website, HTTPS://CHES.army.mil</p> <p>Equipment Discount: 29%</p> <p>Ordering Period: Date of Award + 3 years</p> <p>Delivery locations will be identified in the individual delivery order.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with individual delivery orders issued. Delivery to the address(es) specified in each delivery order shall be within 30 calendar days for CONUS addresses, and 35 calendar days OCONUS from the date a valid order is received by the contractor, through customs, to the final delivery site or as otherwise agreed to by the parties. Partial shipments and partial payments are allowed under the ID/IQ contract unless otherwise specified by the ordering contracting officer.</p> <p>Partial shipments and partial payments are allowed under the ID/IQ contract unless otherwise specified by the ordering contracting officer.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>			\$ ** NSP **	\$ ** NSP **
0102	<p><u>CATALOG I - WARRANTY</u></p>			\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor: TELOS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>COMMODITY NAME: WARRANTY PSC: 7021 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Warranty and warranty variations in accordance with paragraph 4.6 of the SOW.</p> <p>Warranty Discount: 15%</p> <p>Ordering Period: Date of Award + 3 years</p> <p>The warranty period shall commence upon the receipt of the equipment at the final destination identified on the delivery order or 35 days after shipment from the contractor's facility, whichever is sooner. The basic warranty included in the purchase price shall be no less in length than the OEM standard commercial warranty or one year, whichever is greater.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>				
0201	<p><u>CATALOG II - NON-UNIX BASED SERVERS</u></p> <p>COMMODITY NAME: HARDWARE PSC: 7021 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Non-Unix based platforms with Intel/AMD equivalent processors. Currently includes predominately Windows based servers operating items that directly support the proposed platforms, mounting racks, cabinets, power supplies, power adaptors, clustering devices, and operating systems/licenses not covered or provided under existing Government enterprise agreements; e.g, Enterprise Software Agreements (ESA) provided under the Enterprise Software Initiative (ESI) and SmartBUY as described on the CHES website. As more operating systems are added to the Army Golden Master (AGM), more servers supporting these operating systems may be added to the catalog.</p>			\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor: TELOS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202	<p>Equipment Discount: 19%</p> <p>Ordering Period: Date of Award + 3 years</p> <p>Delivery locations will be identified in the individual delivery order.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with individual delivery orders issued. Delivery to the address(es) specified in each delivery order shall be within 30 calendar days for CONUS addresses, and 35 calendar days OCONUS from the date a valid order is received by the contractor, through customs, to the final delivery site or as otherwise agreed to by the parties.</p> <p>Partial shipments and partial payments are allowed under the ID/IQ contract unless otherwise specified by the ordering contracting officer.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p><u>CATALOG II - WARRANTY</u></p> <p>COMMODITY NAME: WARRANTY PSC: 7021 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Warranty and warranty variations in accordance with paragraph 4.6 of the SOW.</p> <p>Warranty Discount: 15%</p> <p>Ordering Period: Date of Award + 3 years</p> <p>The warranty period shall commence upon the receipt of the equipment at the final destination identified on the delivery order or 35 days after shipment from the contractor's facility, whichever is sooner. The basic warranty included in the purchase price shall be no less in length than the OEM standard commercial warranty or one year, whichever is greater.</p> <p style="text-align: center;">(End of narrative B001)</p>			<p style="text-align: right;">\$ <u> ** NSP **</u></p>	<p style="text-align: right;">\$ <u> ** NSP **</u></p>

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Reference No. of Document Being Continued
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Name of Offeror or Contractor: TELOS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p><u>CATALOG III - WORKSTATIONS, THIN CLIENT, ETC</u></p> <p>COMMODITY NAME: HARDWARE PSC: 7021 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Workstations, Thin Clients, Desktops, and Notebooks</p> <p>Workstations consist of platforms with Error Check & Correcting (ECC) memory and Serial Advanced Technology Attachment (SATA) drives. Desktops consist of platforms with Double Data Rate Three (DDR3) memory and SATA drives. Notebooks consist of various DDR memory architectures. Thin clients require flash memory. All are assorted platforms with Intel/AMD (or equivalent) processors. Included are internal items that directly support the proposed platforms (e.g., various processor clock rates, internal storage devices (hard disk drives and optical drives), memory modules and upgrades, video cards, network interface cards, multimedia devices, interface adapter cards, expansion bay, internal cables, processor and motherboard upgrades), keyboard/mouse, portable storage devices, memory cards, power strips, USB hubs, card readers, speakers, external connection cables, expansion chassis, monitors, power adapters, and operating systems/licenses not covered or provided under existing Government enterprise agreements; e.g. Enterprise Software Agreements (ESA) provided under the Enterprise Software Initiative and SmartBUY as described on the CHESS website.</p> <p>Equipment Discount: 29.5%</p> <p>Ordering Period: Date of Award + 3 years</p> <p>Delivery locations will be identified in the individual delivery order.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with individual delivery orders issued. Delivery to the address(es) specified in each delivery order shall be within 30 calendar days for CONUS addresses, and 35 calendar days OCONUS from the date a valid order is received</p>			<p>\$ ** NSP **</p>	<p>\$ ** NSP **</p>

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Name of Offeror or Contractor: TELOS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302	<p>by the contractor, through customs, to the final delivery site or as otherwise agreed to by the parties.</p> <p>Partial shipments and partial payments are allowed under the ID/IQ contract unless otherwise specified by the ordering contracting officer.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p><u>CATALOG III - WARRANTY</u></p> <p>COMMODITY NAME: WARRANTY PSC: 7021 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Warranty and warranty variations in accordance with paragraph 4.6 of the SOW.</p> <p>Warranty Discount: 15%</p> <p>Ordering Period: Date of Award + 3 years</p> <p>The warranty period shall commence upon the receipt of the equipment at the final destination identified on the delivery order or 35 days after shipment from the contractor's facility, whichever is sooner. The basic warranty included in the purchase price shall be no less in length than three years.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>			<p>\$ <u> ** NSP ** </u></p>	<p>\$ <u> ** NSP ** </u></p>
0401	<p><u>CATALOG IV - STORAGE SYSTEMS</u></p>			<p>\$ <u> ** NSP ** </u></p>	<p>\$ <u> ** NSP ** </u></p>

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Reference No. of Document Being Continued
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Name of Offeror or Contractor: TELOS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>COMMODITY NAME: HARDWARE PSC: 7021 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>To include items such as various storage arrays, storage area networks, various JBODs (Just a Bunch of Disks) configurations, various sizes of hard disk drives, storage cables, adapters, storage expansion cabinets, storage network bridge devices, power supplies, power adaptors, firmware, tape backup devices, optical backup devices, tape and optical media, and related commercial storage software products not covered or provided under existing Government enterprise agreements.</p> <p>Equipment Discount: 38%</p> <p>Ordering Period: Date of Award + 3 years</p> <p>Delivery locations will be identified in the individual delivery order.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with individual delivery orders issued. Delivery to the address(es) specified in each delivery order shall be within 30 calendar days for CONUS addresses, and 35 calendar days OCONUS from the date a valid order is received by the contractor, through customs, to the final delivery site or as otherwise agreed to by the parties.</p> <p>Partial shipments and partial payments are allowed under the ID/IQ contract unless otherwise specified by the ordering contracting officer.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>				
0402	<p><u>CATALOG IV - WARRANTY</u></p> <p>COMMODITY NAME: WARRANTY PSC: 7021 CLIN CONTRACT TYPE: Firm Fixed Price</p>			\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor: TELOS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0501	<p>Warranty and warranty variations in accordance with paragraph 4.6 of the SOW.</p> <p>Warranty Discount: 15%</p> <p>Ordering Period: Date of Award + 3 years</p> <p>The warranty period shall commence upon the receipt of the equipment at the final destination identified on the delivery order or 35 days after shipment from the contractor's facility, whichever is sooner. The basic warranty included in the purchase price shall be no less in length than the OEM standard commercial warranty or one year, whichever is greater.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p><u>CATALOG V - NETWORKING EQUIPMENT</u></p> <p>COMMODITY NAME: HARDWARE PSC: 7021 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>To include items such as managed and unmanaged switches, hubs, gateways, routers, wireless networking devices, Everything over Internet Protocol (EoIP), associated cables, adapters, firmware, memory upgrades, interface cards, power supplies, power adaptors, expansion bays, service packs, and related network management software products not covered or provided under existing Government enterprise agreements.</p> <p>Equipment Discount: 40%</p> <p>Ordering Period: Date of Award + 3 years</p> <p>Delivery locations will be identified in the individual delivery order.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with individual delivery orders issued. Delivery to the address(es) specified in each delivery order shall be within 30 calendar days for CONUS addresses, and 35 calendar days OCONUS from the date a valid order is received</p>			<p style="text-align: center;">\$ ** NSP **</p>	<p style="text-align: center;">\$ ** NSP **</p>

Name of Offeror or Contractor: TELOS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0502	<p>by the contractor, through customs, to the final delivery site or as otherwise agreed to by the parties.</p> <p>Partial shipments and partial payments are allowed under the ID/IQ contract unless otherwise specified by the ordering contracting officer.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p><u>CATALOG V - WARRANTY</u></p> <p>COMMODITY NAME: WARRANTY PSC: 7021 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Warranty and warranty variations in accordance with paragraph 4.6 of the SOW.</p> <p>Warranty Discount: 15%</p> <p>Ordering Period: Date of Award + 3 years</p> <p>The warranty period shall commence upon the receipt of the equipment at the final destination identified on the delivery order or 35 days after shipment from the contractor's facility, whichever is sooner. The basic warranty included in the purchase price shall be no less in length than the OEM standard commercial warranty or one year, whichever is greater.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>			<p>\$ <u> ** NSP **</u></p>	<p>\$ <u> ** NSP **</u></p>
0601	<p><u>CATALOG VI - NETWORK PRINTERS</u></p>			<p>\$ <u> ** NSP **</u></p>	<p>\$ <u> ** NSP **</u></p>

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Name of Offeror or Contractor: TELOS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>COMMODITY NAME: HARDWARE PSC: 7021 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Network printers, scanners, supporting devices, and power adaptors.</p> <p>Equipment Discount: 12%</p> <p>Ordering Period: Date of Award + 3 years</p> <p>Delivery locations will be identified in the individual delivery order.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with individual delivery orders issued. Delivery to the address(es) specified in each delivery order shall be within 30 calendar days for CONUS addresses, and 35 calendar days OCONUS from the date a valid order is received by the contractor, through customs, to the final delivery site or as otherwise agreed to by the parties.</p> <p>Partial shipments and partial payments are allowed under the ID/IQ contract unless otherwise specified by the ordering contracting officer.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>				
0602	<p><u>CATALOG VI - WARRANTY</u></p> <p>COMMODITY NAME: WARRANTY PSC: 7021 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Warranty and warranty variations in accordance with paragraph 4.6 of the SOW.</p> <p>Warranty Discount: 15%</p> <p>Ordering Period: Date of Award + 3 years</p>			\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor: TELOS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0701	<p>The warranty period shall commence upon the receipt of the equipment at the final destination identified on the delivery order or 35 days after shipment from the contractor's facility, whichever is sooner. The basic warranty included in the purchase price shall be no less in length than the OEM standard commercial warranty or one year, whichever is greater.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p><u>CATALOG VII-CABLES, CONNECTORS & ACCESSORIES</u></p> <p>COMMODITY NAME: HARDWARE PSC: 7021 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Various network cables (metallic and optical) to include, but not limited to cable trays, various cable bends, connectors, and cable tray hangers.</p> <p>Equipment Discount: 10%</p> <p>Ordering Period: Date of Award + 3 years</p> <p>Delivery locations will be identified in the individual delivery order.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with individual delivery orders issued. Delivery to the address(es) specified in each delivery order shall be within 30 calendar days for CONUS addresses, and 35 calendar days OCONUS from the date a valid order is received by the contractor, through customs, to the final delivery site or as otherwise agreed to by the parties.</p> <p>Partial shipments and partial payments are allowed under the ID/IQ contract unless otherwise specified by the ordering contracting officer.</p> <p style="text-align: center;">(End of narrative B001)</p>			<p style="text-align: center;">\$ ** NSP **</p>	<p style="text-align: center;">\$ ** NSP **</p>

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0801	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p><u>CATALOG VIII - VIDEO EQUIPMENT PRODUCTS</u></p> <p>COMMODITY NAME: HARDWARE PSC: 7021 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Includes Video Teleconferencing Equipment (VTC), standalone displays (Plasma, LCD, HDTVs) larger than 21 inches, and projectors to include ancillaries.</p> <p>Equipment Discount: 35%</p> <p>Ordering Period: Date of Award + 3 years</p> <p>Delivery locations will be identified in the individual delivery order.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with individual delivery orders issued. Delivery to the address(es) specified in each delivery order shall be within 30 calendar days for CONUS addresses, and 35 calendar days OCONUS from the date a valid order is received by the contractor, through customs, to the final delivery site or as otherwise agreed to by the parties.</p> <p>Partial shipments and partial payments are allowed under the ID/IQ contract unless otherwise specified by the ordering contracting officer.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>			\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>
0802	<p><u>CATALOG VIII - WARRANTY</u></p> <p>COMMODITY NAME: WARRANTY</p>			\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0901	<p>PSC: 7021 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Warranty and warranty variations in accordance with paragraph 4.6 of the SOW.</p> <p>Warranty Discount: 15%</p> <p>Ordering Period: Date of Award + 3 years</p> <p>The warranty period shall commence upon the receipt of the equipment at the final destination identified on the delivery order or 35 days after shipment from the contractor's facility, whichever is sooner. The basic warranty included in the purchase price shall be no less in length than the OEM standard commercial warranty or one year, whichever is greater.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p><u>CATALOG IX - UPS, ETC.</u></p> <p>COMMODITY NAME: HARDWARE PSC: 7021 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Uninterruptible Power Supplies (UPS), power strips, and line conditioners.</p> <p>Equipment Discount: 18%</p> <p>Ordering Period: Date of Award + 3 years</p> <p>Delivery locations will be identified in the individual delivery order.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with individual delivery orders issued. Delivery to the address(es) specified in each delivery order shall be within 30 calendar days for CONUS addresses, and 35 calendar days OCONUS from the date a valid order is received by the contractor, through customs, to the final</p>			<p>\$ <u> ** NSP **</u></p>	<p>\$ <u> ** NSP **</u></p>

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0902	<p>delivery site or as otherwise agreed to by the parties.</p> <p>Partial shipments and partial payments are allowed under the ID/IQ contract unless otherwise specified by the ordering contracting officer.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p><u>CATALOG IX - WARRANTY</u></p> <p>COMMODITY NAME: WARRANTY PSC: 7021 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Warranty and warranty variations in accordance with paragraph 4.6 of the SOW.</p> <p>Warranty Discount: 15%</p> <p>Ordering Period: Date of Award + 3 years</p> <p>The warranty period shall commence upon the receipt of the equipment at the final destination identified on the delivery order or 35 days after shipment from the contractor's facility, whichever is sooner. The basic warranty included in the purchase price shall be no less in length than the OEM standard commercial warranty or one year, whichever is greater.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>			<p>\$ <u> ** NSP **</u></p>	<p>\$ <u> ** NSP **</u></p>
0910	<p><u>RELATED ITEMS & EQUIPMENT</u></p>			<p>\$ <u> ** NSP **</u></p>	<p>\$ <u> ** NSP **</u></p>

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>COMMODITY NAME: HARDWARE PSC: 7021 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This CLIN may be used for new technology: items that do not fit into the predefined Catalogs I through IX, and for items required to complete an ITES-3H solution. Related items do not necessarily fit into Catalogs I through IX and shall be within the scope of the contract. This CLIN shall be provided in accordance with paragraph (b)(1) of the Pricing Terms.</p> <p>Ordering Period: Date of Award + 3 years</p> <p>Delivery locations will be identified in the individual delivery order.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with individual delivery orders issued. Delivery to the address(es) specified in each delivery order shall be within 30 calendar days for CONUS addresses, and 35 calendar days OCONUS from the date a valid order is received by the contractor, through customs, to the final delivery site or as otherwise agreed to by the parties.</p> <p>Partial shipments and partial payments are allowed under the ID/IQ contract unless otherwise specified by the ordering contracting officer.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>				
0911	<p><u>RELATED SOFTWARE</u></p> <p>COMMODITY NAME: SOFTWARE PSC: 7021 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This CLIN may be used for commercial non-ESA software products or non-SmartBuy software products required to complete an ITES-3H solution. Related</p>			\$ ** NSP **	\$ ** NSP **

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0912	<p>software products must be within the scope of the contract. This CLIN shall be provided in accordance with paragraph (b)(1) of the Pricing Terms.</p> <p>Ordering Period: Date of Award + 3 years</p> <p>Delivery locations will be identified in the individual delivery order.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with individual delivery orders issued. Delivery to the address(es) specified in each delivery order shall be within 30 calendar days for CONUS addresses, and 35 calendar days OCONUS from the date a valid order is received by the contractor, through customs, to the final delivery site or as otherwise agreed to by the parties.</p> <p>Partial shipments and partial payments are allowed under the ID/IQ contract unless otherwise specified by the ordering contracting officer.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p><u>RELATED SERVICES</u></p> <p>SERVICE REQUESTED: SERVICES CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Related incidental services shall be directly related to the ITES-3H equipment requirement. These services include, but are not limited to the system configuration and integration, physical site analysis, installation and relocation, and high availability configuration. These services shall be provided in accordance with paragraph 3.3 of the SOW.</p> <p>Ordering Period: Date of Award + 3 years</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				<p style="text-align: right;">\$ _____ ** NSP **</p>

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0913	<p><u>OCONUS SHIPPING</u></p> <p>COMMODITY NAME: SHIPPING PSC: 7021 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Shipping for deliveries to OCONUS locations in 35 calendar days in accordance with paragraph (b)(4) of the Pricing Terms.</p> <p>Ordering Period: Date of Award + 3 years</p> <p>Delivery locations will be identified in the individual delivery order.</p> <p>Partial shipments and partial payments are allowed under the ID/IQ contract unless otherwise specified by the ordering contracting officer.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>			\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>
0914	<p><u>SHIPPING VARIATIONS</u></p> <p>COMMODITY NAME: SHIPPING PSC: 7021 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Alternate or additional delivery schedules such as ship-in-place, expedited shipping, or shipping to APO addresses, shall be negotiated under individual delivery orders under this contract in accordance with paragraph (b)(5) of the Pricing Terms.</p> <p>Ordering Period: Date of Award + 3 years</p> <p>Delivery locations will be identified in the individual delivery order.</p> <p>Delivery of products to both CONUS and OCONUS</p>			\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0915	<p>locations shall be in accordance with individual delivery orders issued. Delivery to the address(es) specified in each delivery order shall be within 30 calendar days for CONUS addresses, and 35 calendar days OCONUS from the date a valid order is received by the contractor, through customs, to the final delivery site or as otherwise agreed to by the parties.</p> <p>Partial shipments and partial payments are allowed under the ID/IQ contract unless otherwise specified by the ordering contracting officer.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p><u>DOD ENTERPRISE SOFTWARE INITIATIVE (ESI)</u></p> <p>COMMODITY NAME: SOFTWARE PSC: 7021 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>The contractor shall provide software from DoD ESI sources in accordance with paragraph (b)(1)(A) of the Pricing Terms.</p> <p>Ordering Period: Date of Award + 3 years</p> <p>Delivery locations will be identified in the individual delivery order.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with individual delivery orders issued. Delivery to the address(es) specified in each delivery order shall be within 30 calendar days for CONUS addresses, and 35 calendar days OCONUS from the date a valid order is received by the contractor, through customs, to the final delivery site or as otherwise agreed to by the parties.</p> <p>Partial shipments and partial payments are allowed under the ID/IQ contract unless otherwise specified by the ordering contracting officer.</p> <p>(End of narrative B001)</p>			<p>\$ ** NSP **</p>	<p>\$ ** NSP **</p>

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0916	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p><u>OTHER DIRECT EXPENSES</u></p> <p>SERVICE REQUESTED: DIRECT EXPENSES CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Other direct expenses for items used in providing services, including travel, in accordance with paragraph (b)(3) of the Pricing Terms, and as negotiated in individual delivery orders under this contract. Travel and per diem will be quoted on a firm fixed price basis and shall be in accordance with the current version of the Federal Travel Regulations (FTR)/Joint Travel Regulations (JTR). Price is TBD.</p> <p>Ordering Period: Date of Award + 3 years</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				<p style="text-align: right;">\$ _____ ** NSP **</p>
0917	<p><u>NON-CATALOG ITEMS</u></p> <p>COMMODITY NAME: HARDWARE PSC: 7021 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>The Government reserves the right to add CLINS for individual items to the contract that currently are not catalog items. See paragraph 3.2 of the SOW.</p> <p>Ordering Period: Date of Award + 3 years</p> <p>Delivery locations will be identified in the individual delivery order.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with individual</p>			<p style="text-align: right;">\$ _____ ** NSP **</p>	<p style="text-align: right;">\$ _____ ** NSP **</p>

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>delivery orders issued. Delivery to the address(es) specified in each delivery order shall be within 30 calendar days for CONUS addresses, and 35 calendar days OCONUS from the date a valid order is received by the contractor, through customs, to the final delivery site or as otherwise agreed to by the parties.</p> <p>Partial shipments and partial payments are allowed under the ID/IQ contract unless otherwise specified by the ordering contracting officer.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>				
0918	<p><u>CONTRACTOR MANPOWER REPORTING (CMR)</u></p> <p>SERVICE REQUESTED: SERVICES CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This CLIN shall be included in every Army order containing services. This CLIN shall be used for the pricing of the collection and reporting of Contractor Manpower Reporting Data and may be priced on an individual order basis and shall be in accordance with the CMR clause contained in the contract.</p> <p>Ordering Period: Date of Award + 3 years</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ _____ ** NSP **
0919	<p><u>SERVICES LINE ITEM</u></p> <p>SERVICE REQUESTED: SERVICES CLIN CONTRACT TYPE: Firm Fixed Price</p>				\$ _____ ** NSP **

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>See Attached Contract Data Requirements List (CDRL)(DD Form 1423) which set forth reporting requirements under the contract. List of CDRL's are as follows:</p> <p>B001 - Equipment Failure Report B002 - Order Transaction Report B003 - Vendor Status Report B005 - Small Business Participation Report B006 - Thin Client Configuration B007 - DoD Architectural Framework B008 - DOD Unified Capabilities Approved Product List.</p> <p>CDRLs are not separately priced (NSP) except for CDRL B006 - Thin Client</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The following clause is being added as an addendum to FAR 52.212-4.

*** END OF NARRATIVE C0002 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 52.237-4511 (ACC-RI)	CONTRACTOR MANPOWER REPORTING	MAY/2013

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the year via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>, and then click on "Department of the Army CMRA" or the icon of the DoD organization that is receiving or benefitting from the contracted services.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk by clicking on "Send an email" which is located under the Help Resources ribbon on the right side of the login page of the applicable Service/Components CMR website.

(End of Statement of Work)

Part C ADDITIONAL INFORMATION

The following paragraphs are being added as an addendum to FAR 52.212-4.

(a) Contract Life. The total term of the contract including options is 5 years, which includes a 60 day phase-in period. It consists of a base term of three years and two one-year options. In the event of a protest after award (See FAR 52.233-3) which results in a stop-work order being issued under this contract, the Government intends to extend the period of performance on this contract to account for any lost days. A modification will be issued to the contract once the stop-work order has been lifted, setting forth the new dates of performance for the initial base term and subsequent option periods.

(b) Orders. Delivery shall be FOB destination unless otherwise specified in the individual order. The period of performance on individual delivery orders for related incidental services and or due date for supplies shall not extend beyond 180 days after expiration of the contract term.

(c) RESERVED.

(d) Post-Award Conference. The contractor agrees to attend a Post-Award Conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5.

(e) Delivery Orders.

(1) Any request for deviation from the terms of this Contract must be submitted to the Contracting Officer.

(2) Delivery orders will be decentralized

(3) Ordering under this contract is authorized to meet the needs of the Army, Department of Defense (DoD), and other Federal agencies. Orders may be placed by any Contracting Officer in the Army, Department of Defense, and other Federal agencies. Orders also may be placed by authorized DoD and Federal contractors, as authorized under FAR Part 51. Non-DoD ordering offices must comply with the Economy Act prior to issuing orders against this contract. In addition, in support of the United States Army (US Army), orders may be placed by other countries or their designated agent(s) when authorized in writing. Authorization must be received from the IDIQ Contracting Officer prior to release of an RFQ. Any equipment ordered shall be shipped directly by the contractor to a US controlled facility.

(4) All orders issued under this contract are subject to the terms and conditions of this contract. The contract takes precedence in the event of conflict with any delivery order.

(5) An appropriate order form that complies with FAR 12.204 shall be issued for each delivery order unless the Government Purchase Card (GPC) is being used.

(6) Issuance of a delivery order shall be defined as the date the delivery order is awarded.

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(f) Government Purchase Card (GPC). The option to order by use of the Government Purchase Card is strictly an alternative method of ordering by the Government and may be used in place of ordering through the use of an order form that complies with FAR 12.204. The ITES-3H Contracting Officer reserves the right to unilaterally terminate the use of the GPC at any time.

(1) All ordering offices may use the GPC as an alternative method of ordering and paying for purchases made under this contract, unless the ITES-3H Contracting Officer has unilaterally terminated the use of the GPC. GPC orders are subject to all terms and conditions of this contract, unless otherwise stated in another clause of this contract.

(2) The GPC will be exclusively used for official Government purchases in accordance with the prices, terms, and conditions of this contract. The GPC order limitation shall be the micro-purchase threshold in-effect in the Federal Acquisition Regulation (FAR), Part 13, on the date the order is placed by an authorized cardholder or in accordance with the card holders authorized limit. A delivery order may also be issued with the GPC used as the payment vehicle.

(3) The contractor shall accept firm fixed price credit card orders under the contract made by use of an authorized purchase card.

(4) For GPC orders only, the warranty begins on the day the order is shipped.

(g) Contract Authority.

(1) Contracting Officers Authority. The Contracting Officer is the only person authorized to direct changes in any of the requirements under this contract, and, notwithstanding any clause contained elsewhere in this contract, said authority remains solely in the Contracting Officer. In the event the contractor effects any such change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and solely at the risk of the contractor.

(2) Ordering Contracting Officers within the Army, Department of Defense, and other Federal agencies are authorized to place orders within the terms of this contract and within the extent of their authority. They are not authorized to make changes to the contract terms. The Ordering Contracting Officers authority is limited to the individual delivery order.

(3) Contractors Authority.

(a) The contractor shall not accept any instructions issued by any person employed by the U.S. Government or otherwise, other than the Contracting Officer, or the Contracting Officer's Representative (COR) acting within the limits of his or her authority.

(b) The contractor shall not in any way represent that it is a part of the U. S. Government or that he has the authority to contract or procure supplies for the account of the United States of America.

(h) Contract Administration. Notwithstanding the contractors responsibility for total management during the performance of this contract, the administration of the contract requires maximum coordination between the Government and the contractor. The following individuals will be the Government points of contact during the performance of the contract:

(1) Contracting Officer (KO). Communications pertaining to contractual administrative matters shall be addressed to the Contracting Officer through the Contract Specialist. No changes in or deviation from the terms and conditions shall be effected without a written modification to the contract executed by the Contracting Officer authorizing such changes.

(2) Contracting Officer's Representative (COR). The Contracting Officer shall designate a contract level COR during the term of this contract in accordance with DFARS clause 252.201-7000, Contracting Officers Representative. The COR will provide assistance in identification and resolution of problems, conflicts in priority, subtask requirement definitions, and other operations type problems. A COR may also be appointed at the order level by the Ordering Contracting Officer.

(i) Catalog Replacements, Additions, and Deletions.

(1) After award of the contract, the contractor may propose, in writing, catalog replacements, additions, and deletions. The change proposal must be submitted to the ITES-3H Contracting Officer and the CHES Product Leader for approval. This subpart is not applicable to proposals for (j) Technology Refreshments or (k) New Technology. The catalog changes resulting from the proposed replacements, additions, and deletions that are acceptable to the Government shall not apply until notification of approval in writing by the ITES-3H Contracting Officer. The proposed catalog replacements, additions, and deletions shall comply with the following conditions:

(a) Catalogs shall be subject to the provisions of paragraph (a) of the Pricing Terms.

(b) Replacement and additional items shall be proposed, at a minimum, at the contractual discount governing the catalog(s) specified for the pertinent equipment category. As part of the proposed changes, the contractor shall submit a price proposal to the ITES-3H Contracting Officer and CHES Product Leader for evaluation. Prices will be negotiated as necessary.

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(c) Items shall be compliant with the terms and conditions of the contract and with Federal laws and regulations.

(d) Items shall be within the scope of the pertinent equipment category descriptions set forth in Part B of the contract.

(e) Items shall be provided at the contractual discount governing the catalog(s) specified for the pertinent equipment category.

(2) The change proposal shall:

(a) Provide the proposed effective date of a catalog change;

(b) Indicate that the proposed catalog change is submitted under the authority of this subpart;

(c) Provide the reason for the addition, replacement, or deletion;

(d) Identification of the Catalog CLIN to which a proposed catalog change is related;

(e) Identification of the catalog change by unique name/publication number or similar unique identifier;

(f) Include an electronic version of the revised catalog; and

(g) Pricing information adequate to establish the reasonableness of the proposed price. For example, include the GSA Schedule pricing, the GSA Schedule Number, and a hyperlink, if possible.

(3) The change shall not apply until notification of approval in writing by the ITES-3H Contracting Officer. Proposed catalog changes may be aggregated by the Government before effecting the notification of approval.

(4) Notwithstanding any other provision of this subpart, the contractor has a continuing obligation over the life of the contract to provide all of the items in the CLIN description for each of the Catalog Items CLINs.

(j) Technology Refreshments. Changes to contract catalogs will be provided for upgrades and advancements in technology for existing equipment category items that can be determined to be within the general scope of the contract. The change proposal must be submitted to the ITES-3H Contracting Officer and CHESS Product Leader for approval. This provision also applies to catalog descendants and derivatives.

(1) After award of the contract, the contractor shall refresh existing contract catalogs with added, deleted, or revised items for the contract Equipment Category CLINs in accordance with the provisions in this subpart. This subpart is not applicable to proposals for (i) Catalog Replacements, Additions, and Deletions, (k) New Technology, or for a change to a contract CLIN description.

(2) Under this subpart, refreshed contract catalog items shall be subject to the provisions of paragraph (a) of Pricing Terms

(3) The contractor agrees with respect to such catalog refreshments, that:

(a) Items shall be provided at the contractual discount governing the catalog(s) specified for the pertinent equipment category.

(b) Items shall be compliant with the terms and conditions of the contract and with Federal laws and regulations.

(c) Items shall be within the scope of the pertinent equipment category descriptions set forth in Part B of the contract.

(d) Non-compliant and out-of-scope items shall be eliminated from revised catalogs for ordering purposes and shall not be purchasable under the contract.

(e) Items placed on catalog shall be temporarily removed and ordering for the items suspended within 24 hours of a challenge by the Contracting Officer that the items are non-compliant or out-of-scope.

(f) Items determined by the Contracting Officer to be non-compliant and out-of-scope items will be permanently removed.

(g) For orders containing non-compliant and out-of-scope items not accepted by the contractor, the contractor shall immediately notify the customer of the items that are not available for purchase.

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(h) For orders containing non-compliant and out-of-scope items accepted by the contractor for fulfillment but not shipped: contractor shall immediately pull the items from processing and notify the customer that the items are not available.

(i) For orders containing non-compliant and out-of-scope items already shipped: contractor shall immediately provide order numbers, quantity shipped, total dollars, name, and address of customer to the Contracting Officer.

(j) Catalogs will be refreshed at a minimum of once every quarter, per year, during the first weeks of January, April, July, and October.

(k) Catalog refreshments will be submitted to the Government in coordination with the update to the contractors catalog CLIN web link.

(l) Pricing information adequate to establish the reasonableness of the proposed price. For example, include the GSA Schedule pricing, the GSA Schedule Number, and a hyperlink, if possible.

(4) The Government reserves the right to suspend ordering under the contract for reoccurring violations of paragraph (j)(3), above. The right of suspension is in addition to and not in substitution of any other rights of the Government under the contract.

(5) Upon the written request of the contractor proposing a catalog change that adds or deletes items, the catalog change shall not apply until notification of approval in writing by the ITES-3H Contracting Officer, subject to the following conditions:

(a) The request must notify the ITES-3H Contracting Officer and CHES Product Leader of the effective date of a catalog change that adds items.

(b) The addition shall be effective on the effective date of the catalog change if the addition has been published in the web-based catalog for the contract by that date; or, if the addition is published in the web-based catalog later, the effective date shall be the date of publication.

(c) The request must notify the ITES-3H Contracting Officer and CHES Product Leader of the effective date of a catalog change that deletes items.

(d) The deletion shall be effective on the effective date of the catalog change if the deletion has been published in the web-based catalog for the contract by that date; or, if the deletion is published in the web-based catalog later, the effective date shall be the date of publication.

(e) The deletion shall not apply to orders issued prior to the effective date, unless the inability to deliver results from causes beyond the control and without the fault or negligence of the contractor. Examples of causes are as follows:

- (1) Acts of God or of the public enemy
- (2) Acts of the Government in either its sovereign or contractual capacity
- (3) Fires
- (4) Floods
- (5) Epidemics
- (6) Quarantine restrictions
- (7) Strikes
- (8) Freight embargoes
- (9) Unusually severe weather

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(6) The written request shall:

(a) Indicate that the proposed catalog change is submitted under the authority of this subpart;

(b) Identify the Catalog CLIN to which a proposed catalog change is related;

(c) Identify the catalog change by unique name/publication number or similar unique identifier;

(d) Indicate the effective date of the catalog change;

(e) Indicate the date of publication if the catalog change has been implemented by publication on the web-based catalog for the contract;

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(f) Include an electronic version of the revised catalog. Proposed catalog changes may be aggregated by the government before effecting the notification of approval.

(7) Notwithstanding any other provision of this subpart, the contractor has a continuing obligation over the life of the contract to provide all of the items in the CLIN description for each of the Catalog Items CLINs.

(k) New Technology. Provides for new functionality not available on the contract that can be determined to be within the general scope of the contract. A new CLIN or SLIN will be added to all contracts for the addition of new technology upon Government approval. Prices will be negotiated.

(1) The Government may solicit, and the contractor is encouraged to propose independently, technology improvements for hardware, software, specifications, or other requirements of the contract. These may be proposed to save money, to improve performance, to save energy, to satisfy increased data processing requirements, or for any other valid purpose that represents an advantage to the Government. Items shall be compliant with the terms and conditions of the contract. The change proposal must be submitted to the ITES-3H Contracting Officer and CHES Product Leader for approval. This subpart is not applicable to proposals for (i) Catalog Replacements, Additions, and Deletions or (j) Technology Refreshments.

(2) As part of the proposed changes, the contractor shall submit a price proposal to the ITES-3H Contracting Officer and CHES Product Leader for evaluation. Proposed new technology items that are acceptable to the Government shall not apply until notification of approval in writing by the ITES-3H Contracting Officer. As a minimum, the following information shall be submitted by the contractor with each proposal:

(a) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;

(b) Itemized requirements of the contract that must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;

(c) An estimate of the changes in performance and price, if any, that will result from adoption of the proposal. An item-by-item summary of any commercial pricing of the items including a reference and a hyperlink, if possible, to the source of the commercial price is to be provided. For example, include the GSA Schedule pricing, the GSA Schedule Number, and a hyperlink, if possible. The contractor may be required to provide a minimum of three competitive quotes;

(d) An evaluation of the effects the proposed changes would have on collateral costs to the Government, such as government-furnished property costs, and costs of related items;

(e) A statement of the time by which the ITES-3H Contracting Officers written notification of approval adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract including supporting rationale;

(f) An electronic version of the catalog; and

(g) Any effect on the contract completion time or delivery schedule shall be identified.

(3) The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The contractor has a right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract is final and not subject to the "Disputes" clause of this contract.

(4) If the Government wishes to test and evaluate any item(s) proposed, the Contracting Officer will issue written directions to the contractor specifying what item(s) will be tested, where and when the item(s) will be tested, to whom the item(s) is to be delivered, and the number of days (not to exceed 90 calendar days) that the item will be tested. The item(s) will be returned to the contractor upon completion of testing.

(5) The ITES-3H Contracting Officer may accept any proposal submitted pursuant to this clause by giving the contractor written notice of approval thereof. Unless and until a written notice of approval is executed to incorporate a proposal under this contract, the contractor shall remain obligated to perform in accordance with the requirements, terms and conditions of the existing contract.

(6) If a proposal for new technology refreshment is accepted and applied to this contract, the equitable adjustment increasing or decreasing the contract price shall be in accordance with the procedures of the Changes clause. The resulting written notice of approval will state that it is made pursuant to this clause.

(1) Commercial Software Licenses.

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(1) Commercial software and software documentation delivered under this contract shall be subject to the terms of this clause and the governing commercial product license, to the extent the latter is consistent with Federal law and FAR 12.212. Notwithstanding the foregoing, the commercial product license shall apply only if a copy of the license is provided with the delivered product. In the event of conflict between this clause and the commercial software product license, this clause shall govern.

(2) All software shall, as a minimum, be licensed and priced for use on a single computer or for use on any computer at a particular site.

(3) The license shall be in the name of the U. S. Government.

(4) The license shall be perpetual (also referred to as a nonexclusive, paid-up, world-wide license). Unless the Contracting Officer specifically states that the solution requires software as a service, software subscription, or cloud computing, the licenses shall be perpetual.

(5) Software and software documentation shall be provided with license rights no less than rights provided with the software and the software documentation when sold to the public.

(6) The license shall apply to any software changes or new releases.

(7) Government does not agree to any terms and conditions that violate federal law or regulations including any terms and conditions contained in any third party software license agreement. Any such terms and condition provided as part of a third party software license agreement will be null and void.

(m) Packaging and Marking.

(1) The contractor shall ensure that all items are preserved, packaged, packed, and marked in accordance with best commercial practices to meet the packing requirements of the carrier and to ensure safe and timely delivery at the intended destination.

(2) All containers, data, and correspondence submitted to the Ordering Contracting Officer (OCO) or Order Contracting Officer's Representative (OCOR) shall comply with the following as identified in the individual orders. Exterior shipping containers and items not shipped in containers shall be clearly marked on an external surface as follows:

- (a) Name of contractor
- (b) Contract number and order number
- (c) Itemized list of contents including quantity and CLIN
- (d) Consignees name, title, address and telephone number
- (e) Package number of multiple packages (e.g., 1 of 5, 2 of 5)

(n) Accessibility. All electronic and information technology (EIT) procured under this contract must meet applicable accessibility standards at 36 CFR Part 1194, unless an exception exists, or unless and to the extent that individual standards cannot be met with supplies or services available in the commercial marketplace in time to meet delivery requirements. For the supplies and services that are available for ordering under the contract, the contractor shall indicate whether each product or service is compliant or noncompliant with the accessibility standards at 36 CFR Part 1194, and the contractor shall indicate where full details of compliance can be found (e.g., contractors, subcontractors, vendors or other exact website location). The contractor shall ensure that this information is kept current and that it is easily accessible by users. In order to facilitate compliance with accessibility standards at the time an order is issued, the contractor shall, at the request of the Government, propose a compliant equivalent substitute, if commercially available, within ten working days for any EIT supply or service on contract that does not comply with 36 CFR Part 1194; price will be negotiated with the ordering contracting officer.

(o) Releases. No news release (including photographs and films, public announcements, denial or confirmation of same) on any part of the subject matter of this contract or any phase of any program hereunder shall be made without the prior written approval of the Ordering Contracting Officer and Program Executive Officer, Enterprise Information Systems (PEO-EIS) Public Affairs Office (PAO). See DFARS clause 252.204-7000, Disclosure of Information.

(p) Notice of Internet Posting of Awards.

It is the Governments intent to electronically post the ITES-3H contracts and modifications to the Army CHESSE web site. This does not include contractor proposals or any other proprietary information provided by contractors relevant to order performance or by Offerors in response to the ITES-3H solicitation.

(q) Mandatory Use of Contractor to Government Electronic Mail.

(1) Unless exempted by the Contracting Officer in writing, communications after contract award shall be transmitted via electronic mail (e-mail). This shall include all communication between the Government and the contractor except for Classified Information. All e-mails and documents need to be marked appropriately.

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(2) The format for all communication shall be compatible with the following:

Microsoft Office Word 2007
Microsoft Office Excel 2007
Microsoft Office PowerPoint 2007 (presentation slides)

(3) For files larger than 5MB, submission means will be agreed upon in advance by the Contracting Office and or the COR.

(4) A copy of all communications, with the exception of technical reports, shall be provided to the contract specialist.

(5) The contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be signed by the signature authority prior to being e-mailed or must be sent from the signature authority's e-mail address.

(6) The Government reserves the right to upgrade to a more advanced commercial software application at any time during the life of the contract.

(7) RESERVED.

(8) Upon award, the contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this Contract.

(9) The Contracting Officers e-mail address will be identified on the face of the contract The IDIQ Contracting Officers Representatives e-mail address will be specified in the IDIQ contract award. Points of contact for individual orders will be specified on each order, as applicable.

*** END OF NARRATIVE C0001 ***

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DELIVERIES OR PERFORMANCE

The following clauses are being added as an addendum to FAR 52.212-4.

*** END OF NARRATIVE F0001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.242-15	STOP-WORK ORDER	AUG/1989
2	52.247-34	F.O.B. DESTINATION	NOV/1991
3	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	DEC/2013

Insert -1-, and -2- in the blanks in paragraph (c)(1)(i); insert -3- and -4- in the blanks in paragraph (c)(1)(ii); insert -5- in the blank in paragraph (c)(1)(iii); insert -6- in the blank in paragraph (c)(1)(iv); insert -7- in the blank in paragraph (f)(2)(iii) within the above referenced clause.

NOTE - to be filled in if required at the delivery order level.

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CONTRACT ADMINISTRATION DATA

The following clause is being added as an addendum to FAR 52.212-4.

*** END OF NARRATIVE G0001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	MAY/2013

(a) Definitions. As used in this clause--

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov/> and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

TBD at order level

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

TBD at order level

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	TBD at order level
Issue By DoDAAC	TBD at order level
Admin DoDAAC	TBD at order level
Inspect By DoDAAC	TBD at order level
Ship To Code	TBD at order level
Ship From Code	TBD at order level
Mark For Code	TBD at order level
Service Approver (DoDAAC)	TBD at order level
Service Acceptor (DoDAAC)	TBD at order level

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Accept at Other DoDAAC	TBD at order level
LPO DoDAAC	TBD at order level
DCAA Auditor DoDAAC	TBD at order level
Other DoDAAC(s)	TBD at order level

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

TBD at order level

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

TBD at order level

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

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SPECIAL CONTRACT REQUIREMENTS

The following paragraphs are being added as an addendum to FAR 52.212-4.

H-1 ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)

Offerors are advised that the nature of the related incidental service for delivery order work to be performed under the Information Technology Enterprise Solutions - 3 Hardware (ITES-3H) acquisition may result in an OCI in future acquisitions. This includes acquisitions that are in process.

a. Purpose. The primary purpose of this provision is to aid in ensuring that:

(1) The contractor does not obtain an unfair competitive advantage by establishing the ground rules for a future competition;

(2) The contractor's objectivity and judgment are not biased because of its present or future interests (financial, contractual, organizational, or otherwise) which relate to work performed under this contract; and

(3) The contractor does not obtain an unfair competitive advantage by virtue of its access to non-public or proprietary information belonging to others.

b. Applicability. By accepting a delivery order under this contract:

(1) The contractor agrees that if it provides, under a contract, task order, or delivery order, systems engineering and technical guidance for systems and programs, but does not have overall contractual responsibility, it will not be eligible for award of a contract or delivery order to supply the system or any of its major components or be a subcontractor or consultant to a supplier of the system or any of its major components. (FAR 9.505-1).

(2) The contractor agrees that it will neither evaluate nor advise the Government with regard to its own products or activities. The contractor will objectively evaluate or advise the Government concerning products or activities of any prospective competitors. (FAR 9.505-3).

(3) The contractor agrees that if it gains access to proprietary information of other companies, it will exercise diligent effort to protect such proprietary information from unauthorized use or disclosure. (FAR 9.505-4). In addition, the contractor agrees to protect the proprietary information of other organizations disclosed to the contractor during performance of this contract with the same caution that a reasonably prudent contractor would use to safeguard highly valuable property. The contractor also agrees that if it gains access to the proprietary information of other companies it will enter into written agreements with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and to refrain from using the information for any purpose other than that for which it was furnished. The contractor shall provide copies of such agreements to the Contracting Officer.

(4) If the contractor, in the performance of this contract, obtains access to plans, policies, reports, studies, financial plans, data or other information of any nature which has not been released or otherwise made available to the public, the contractor agrees that without prior written approval of the Contracting Officer, it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public, or (b) release such information unless release is otherwise authorized under the contract or such information has previously been released or otherwise made available to the public by the Government.

c. Non-Disclosure Agreements. The contractor shall obtain from each employee who has access to proprietary information under this contract, a written agreement which shall in substance provide that such employee shall not, during his/her employment by the contractor or thereafter, disclose to others or use for their benefit, proprietary information received in connection with the work under this contract. The contractor will educate its employees regarding the restrictions imposed by FAR 9.505-4 so that they will not use or disclose proprietary information or data generated or acquired in the performance of this contract except as provided herein.

d. Additional Constraints. Delivery orders issued under the contract may impose additional requirements and restrictions relating to this clause to include the requirement for the contractor and its subcontractors and employees to furnish the Government with written non-disclosure agreements or statements of no conflict of interest. By submitting its quote in response to a Request for Quote, the contractor represents that it has disclosed to the Contracting Officer, prior to the issuance of the delivery order, all facts relevant to the existence or potential existence of organizational conflict of interest as that term is used in FAR Subpart 9.5.

e. Conflicts Involving Future Procurements. The award of this contract and any subsequent delivery orders or acquiescence in the contractor's performance of related incidental services hereunder shall not constitute or be interpreted as a determination that the contractor is eligible to participate in future procurements, developmental efforts, implementation efforts, or related activities. Only the Contracting Officers for such efforts, applying the rules, principles, and procedures of FAR Subpart 9.5 have the authority to determine whether a conflict exists in connection with such procurements.

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f. Representations and Disclosures.

(1) The contractor represents that it has disclosed to the Contracting Officer, prior to award of this contract, all facts relevant to the existence or potential existence of organizational conflict of interest as that term is used in FAR Subpart 9.5.

(2) The contractor represents that if it discovers an organizational conflict of interest or potential conflict of interest after award of this contract, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the action the contractor has taken or proposes to take in order to avoid or mitigate such conflict.

g. Remedies and Waiver.

(1) For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this clause, the contractor discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the Contracting Officer may terminate this Contract or any task or delivery order issued under this Contract for Convenience if such termination is deemed to be in the best interest of the Government.

(2) The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the contractor may at any time seek a waiver from the cognizant Contracting Officer by submitting a full written description of the requested waiver and the reasons in support thereof. (FAR 9.503).

*** END OF NARRATIVE H0004 ***

H-2 RESERVED

*** END OF NARRATIVE H0005 ***

H-3 FAIR OPPORTUNITY

Unless one of the exceptions at FAR Part 16.505(b)(2) applies, the Ordering Contracting Officer may announce/post a delivery order requirement to all ITES-3H contractors by using a reverse auction site such as FedBid at URL-http://www.fedbid.com. This announcement satisfies the requirement for a fair opportunity to be considered.

*** END OF NARRATIVE H0006 ***

The following clause is being added as an addendum to FAR 52.212-4.

*** END OF NARRATIVE H0007 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 52.242-4591 (ACC-RI)	CONTRACTOR PERFORMANCE INFORMATION	DEC/2005

The successful offeror/bidder under this solicitation is advised that after contract award its performance under this contract will be subject to an assessment(s) in accordance with FAR 42.15 and AFARS 5142.1503-90. The Department of Defense (DoD) Contractors Performance Assessment Reporting System (CPARS) will be used to maintain the performance report(s) generated on this contract. The rating system to be used in this assessment shall be as follows:

Exceptional (Dark Blue) Performance meets contractual requirements and exceeds many to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good (Purple) Performance meets contractual requirements and exceeds some to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory (Green) Performance meets contractual requirements. The contractual performance of the element or sub element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

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Marginal (Yellow) Performance does not meet some contractual requirements. The contractual performance of the element or sub element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractors proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory (Red) Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub element contains serious problem(s) for which the contractors corrective actions appear or were ineffective.

The evaluation procedures to be used in this assessment, which include coordination with the contractor, are detailed in AFARS 5142.1503-90.

(End of clause)

(HS7015)

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CONTRACT CLAUSES

The following clauses are being added as an addendum to FAR 52.212-4.

*** END OF NARRATIVE I0002 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.203-3	GRATUITIES	APR/1984
2	52.204-2	SECURITY REQUIREMENTS	AUG/1996
3	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV/2015
4	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	MAY/2015
5	52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC/2007
6	52.223-16	ACQUISITION OF EPEAT[supreg]-REGISTERED PERSONAL COMPUTER PRODUCTS	OCT/2015
7	52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN/1997
8	52.232-18	AVAILABILITY OF FUNDS	APR/1984
9	52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY/1999
10	52.242-13	BANKRUPTCY	JUL/1995
11	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/2012
12	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
13	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
14	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
15	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
16	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
17	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	FEB/2014
18	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
19	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	OCT/2015
20	252.219-7004	SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)	OCT/2014
21	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
22	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
23	252.225-7021	TRADE AGREEMENTS--BASIC	OCT/2015
24	252.225-7039	DEFENSE CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES	JAN/2015
25	252.225-7040	CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES	OCT/2015
26	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
27	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
28	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2014
29	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB/2014
30	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2013
31	252.228-7003	CAPTURE AND DETENTION	DEC/1991
32	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
33	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
34	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
35	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
36	252.239-7018	SUPPLY CHAIN RISK	OCT/2015
37	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
38	252.247-7003	PASS-THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BEARER	JUN/2013
39	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	APR/2014
40	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
41	252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	AUG/2012
42	252.237-7019	TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES	JUN/2013

Insert -1- in paragraph (g) within the above referenced clause.

NOTE - to be filled in if required at the delivery order level.

43	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	JAN/2016
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(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract

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by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 4704 and 10 U.S.C. 2402).

 (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

 (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

 X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

 (5) [Reserved].

 (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

 (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

 X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

 X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

 (10) [Reserved]

 (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

 (ii) Alternate I (NOV 2011) of 52.219-3.

 X (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

 (ii) Alternate I (JAN 2011) of 52.219-4.

 (13) [Reserved]

 (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

 (ii) Alternate I (Nov 2011) of 52.219-6.

 X (iii) Alternate II (Nov 2011) of 52.219-6.

 (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

 (ii) Alternate I (Oct 1995) of 52.219-7.

 (iii) Alternate II (Mar 2004) of 52.219-7.

 X (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

 X (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (15 U.S.C. 637(d)(4)).

 (ii) Alternate I (Oct 2001) of 52.219-9.

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- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (OCT 2015) of 52.219-9.
- X (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- X (19) 52.219-14, Limitations on Subcontracting (Nov 2011)(15 U.S.C. 637(a)(14)).
- X (20) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657 f)
- X (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013)(15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Dec 2015) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- X (26) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Jan 2016) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (28) 52.222-26, Equal Opportunity (Apr 2015)(E.O. 11246).
- X (29) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Oct 2015)(38 U.S.C. 4212).
- X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014)(29 U.S.C. 793).
- X (31) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Oct 2015)(38 U.S.C. 4212).
- X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36)(i) 52.223-13, Acquisition of EPEAT[supreg]-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Oct 2015) of 52.223-13.
- ___ (37)(i) 52.223-14, Acquisition of EPEAT[supreg]-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- X (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- X (39)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.

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- (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- (41) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).
- (42)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (MAY 2014) of 52.225-3.
- (iii) Alternate II (MAY 2014) of 52.225-3.
- (iv) Alternate III (MAY 2014) of 52.225-3.
- (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).
- (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (50) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Jul 2013)(31 U.S.C. 3332).
- (51) 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration (Jul 2013)(31 U.S.C. 3332).
- (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- (53) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:
- (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).
- (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).
- (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

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___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 Dec 2015) (Executive Order 13658).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

___ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Oct 2015)(38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014)(29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xi) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. 7104(g)).

___ Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. 7104(g)).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015).

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(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (Executive Order 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

44

52.216-19

ORDER LIMITATIONS

OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$50.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$5 million

(2) Any order for a combination of items in excess of \$10 million or

(3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

45

52.216-22

INDEFINITE QUANTITY

OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after 180 days after expiration of the contract.

(End of Clause)

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46 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 2 days prior to the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months from date of award.

(End of Clause)

47 252.216-7006 ORDERING MAY/2011

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from the end of the start up period through the 60th month after date of award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

48 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES JUN/2015

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is:

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

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(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from the appropriate agency security office.

(End of clause)

49 52.228-4567 REQUIRED INSURANCE DEC/2010
(ACC-RI)

Pursuant to paragraph (a) of FAR Clause 52.228-5, Insurance Work on a Government Installation, or FAR Clause 52.228-7, Insurance Liability to Third Persons, the Contractor shall procure and maintain the following insurance during the entire period of performance under this contract:

<u>TYPE</u>	<u>AMOUNT</u>
Workers Compensation	As required by Law.
Employers Liability	Minimum liability limit \$100,000.
General Liability	Minimum bodily injury limits, \$500,000 per occurrence.
Automobile Liability	Minimum liability of \$200,000 per person, \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage.
Aircraft Public and Passenger Liability	Coverage required when contract performance involves use of aircraft: Minimum liability of \$200,000 per person, \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Passenger liability shall be at least \$200,000 multiplied by the number of seats or number of passengers, whichever is greater.
Vessel Collision Liability	Coverage required when contract performance involves use of vessels: Minimum liability of \$5,000,000 or the market value of the property being shipped by vessel, whichever is greater.

(End of clause)

(IS6020)

50 252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN OCT/2015
(DEV 2016- INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-00003)
00003)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

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(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

51 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING OCT/2015
(DEV 2016- (DEVIATION 2016-00001)
00001)

(a) Definitions. As used in this clause--

"Adequate security" means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

"Contractor attributional/proprietary information" means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

"Contractor information system" means an information system belonging to, or operated by or for, the Contractor.

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

"Covered contractor information system" means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified information that--

(i) Is--

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) Controlled technical information.

(B) Critical information (operations security). Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) Export control. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

"Cyber incident" means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

"Forensic analysis" means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a

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manner that maintains the integrity of the data.

"Malicious software" means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

"Media" means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

"Operationally critical support" means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

"Rapid(ly) report(ing)" means within 72 hours of discovery of any cyber incident.

"Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum--

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government--

(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause--

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations," (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer with the exception of the derived security requirement 3.5.3 Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts, which will be required not later than 9 months after award of the contract, if the Contractor notified the contracting officer in accordance with paragraph (c) of the provision 252.204-7008, Compliance with Safeguarding Covered Defense Information Controls (DEVIATION 2016-00001)(OCT 2015); or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection approved in writing by an authorized representative of the DoD Chief Information Officer (CIO) prior to contract award; and

(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractors ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractors network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractors ability to provide operationally critical support; and

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(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor (recipient) that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Governments use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractors responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include the substance of this clause, including this paragraph (m), in all subcontracts, including subcontracts for commercial

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(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings).

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the appointed task and delivery order ombudsman at U.S. Army Sustainment Command, ATTN: AMSAS-GCB/Task and Delivery Order Ombudsman, Rock Island, IL 61299, phone: (309)782-7287, facsimile: (309)782-8469.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of clause)

(IS7080)

Contract Terms and Conditions -- Commercial Items (Jun 2010)

In accordance with FAR 12.302, Tailoring of Provisions and Clauses for the Acquisition of Commercial Items, FAR Clause 52.212-4 is tailored as follows to reflect special contract terms and conditions that are unique for this contract. This tailored clause supersedes the version of FAR Clause 52.212-4.

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(1) The Government reserves the right to issue unilateral modifications to effect administrative changes to orders. Further, the Procuring Contracting Officer (PCO) may issue unilateral modifications to effect administrative changes to the contracts. All other changes in the terms and conditions of this contract may be made only by the PCO through written agreement of the parties.

(2) If the Government issues a Request for Proposal (RFP) for a technology change or any other type of change to the contract, the contractor shall submit a proposal within 30 calendar days of the RFP day, unless the RFP specifies a later RFP due date. Regardless of which party initiates a proposed contract change, should the Government request supplemental information to analyze the contractor's proposal, the contractor shall provide the additional information within 7 calendar days of the request, unless the Government's request specifies a later due date.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the

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timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Governments convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractors records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

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- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

(A) Change the name in the SAM database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractors SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through URL-<https://www.acquisition.gov>.

(End of Clause)

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LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0001	ITES-3H STATEMENT OF WORK (SOW)	08-JUL-2015	040	
Attachment 0002	STANDARDS & POLICIES	15-DEC-2015	009	
Attachment 0003	PERFORMANCE REQUIREMENTS SUMMARY	02-NOV-2012	003	
Attachment 0004	B001-EQUIPMENT FAILURE REPORT	04-OCT-2012	001	
Attachment 0005	B002-ORDER TRANSACTION REPORT	04-OCT-2012	001	
Attachment 0006	B003-VENDOR STATUS REPORT	04-OCT-2012	001	
Attachment 0007	B005-SMALL BUSINESS PARTICIPATION REPORT	04-OCT-2012	001	
Attachment 0008	B006-THIN CLIENT	04-OCT-2012	001	
Attachment 0009	B007-DOD ARCHITECTURAL FRAMEWORK	04-OCT-2012	001	
Attachment 0010	B008-DOD UNIFIED CAPABILITIES APPROVED PRODUCT LIST	04-OCT-2012	001	
Attachment 0011	ACC-RI POC ATTACHMENT	24-NOV-2015	001	