

2. Amendment/Modification No. P00001 3. Effective Date 4. Requisition/Purchase Req No. SEE SCHEDULE 5. Project No. (If applicable)

6. Issued By Code W52P1J 7. Administered By (If other than Item 6) Code
 ARMY CONTRACTING COMMAND - RI
 DAVID GANNON
 ROCK ISLAND, IL 61299-8000
 BLDGS 60 & 62
 EMAIL: DAVID.A.GANNON.CIV@MAIL.MIL

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
 TELOS CORPORATION
 19886 ASHBURN RD
 ASHBURN, VA 20147-2358

9A. Amendment Of Solicitation No.
 9B. Dated (See Item 11)
 10A. Modification Of Contract/Order No.
 W52P1J-16-D-0006
 10B. Dated (See Item 13)
 2016FEB22

Code OZPY5 Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)

NO CHANGE TO OBLIGATION DATA

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

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

- A. This Change Order is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____
The Contract/Order No. In Item 10A.
- B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
- C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:
- D. Other (Specify type of modification and authority) 43.103(a)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signatory (Type or print) Polly M. Downey Vice President of Contracts		16A. Name And Title Of Contracting Officer (Type or print) ILANA CHRISTINE BOHREN ILANA.C.BOHREN.CIV@MAIL.MIL (309) 782-1844	
15B. Contractor/Officer <i>Polly M. Downey</i> (Signature of person authorized to sign)	15C. Date Signed 5/9/16	16B. United States Of America By <i>Ilana Christine Bohren</i> (Signature of Contracting Officer)	16C. Date Signed

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. Contract ID Code
Firm Fixed Price

Page 1 Of 10

2. Amendment/Modification No.

P00001

3. Effective Date

2016MAY11

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

ARMY CONTRACTING COMMAND - RI
DAVID GANNON
ROCK ISLAND, IL 61299-8000
BLDGS 60 & 62

Code

W52P1J

7. Administered By (If other than Item 6)

Code

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

TELOS CORPORATION
19886 ASHBURN RD
ASHBURN, VA 20147-2358

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.

W52P1J-16-D-0006

10B. Dated (See Item 13)

2016FEB22

Code OZPY5

Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)

NO CHANGE TO OBLIGATION DATA

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.**

- A. This Change Order is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____
The Contract/Order No. In Item 10A.
- B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
- C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: _____
- D. Other (Specify type of modification and authority) 43.103(a)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)

16A. Name And Title Of Contracting Officer (Type or print)

ILANA CHRISTINE BOHREN
ILANA.C.BOHREN.CIV@MAIL.MIL (309)782-1844

15B. Contractor/Offeror

15C. Date Signed

16B. United States Of America

16C. Date Signed

(Signature of person authorized to sign)

By _____ /SIGNED/
(Signature of Contracting Officer)

2016MAY11

NSN 7540-01-152-8070

30-105-02

STANDARD FORM 30 (REV. 10-83)

PREVIOUS EDITIONS UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 10
	PIIN/SIIN W52P1J-16-D-0006	MOD/AMD P00001
Name of Offeror or Contractor: TELOS CORPORATION		

SECTION A - 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
 Kind of Modification: 8
 Type of Business: Large Business Performing in U.S.
 Surveillance Criticality Designator: C
 Contract Expiration Date: 2021FEB21

Paying Office: HQ0303
 DFAS-COLUMBUS
 DFAS-CO/JAIQBAC
 ATTN: ROCK ISLAND
 P. O. BOX 182316
 COLUMBUS OH 43218-2316

*** End of Narrative A0000 ***

The purpose of this modification (P00001) is to:

1. Delete clauses 252.231-7000, SUPPLEMENTAL COST PRINCIPLES (DEC 1991); 252.204-7008, COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEVIATION 2016-00001)(OCT 2015); and 252.204-7012, SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2016-00001)(OCT 2015).
2. Add clauses 252.204-7008, COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEC 2015) and 252.204-7012, SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015).
3. Replace Attachment 0001, ITES-3H STATEMENT OF WORK (SOW), 08 Jul 2015 in its entirety with Attachment 0001, ITES-3H STATEMENT OF WORK (SOW), 05 May 2016. Attachment 0001, ITES-3H STATEMENT OF WORK (SOW), 05 May 2016 contains revisions to the OT and SBP reports, as well as updates to acronyms, organizations, and attachment numbers.
4. Revise the narrative in CLIN 0911, RELATED SOFTWARE.

FROM: This CLIN may be used for commercial non-ESA software products or non-SmartBuy software products required to complete an ITES-3H solution. Related 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.

TO: This CLIN may be used for commercial non-ESA software products or non-SmartBuy software products required to complete an ITES-3H solution. The contractor shall also provide legacy software products as part of the total solution. The legacy software products shall be related to the integration of equipment procured under this contract or ITES-2H. Related 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.

5. Revise the narrative in CLIN 0912, RELATED SERVICES.

FROM: 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.

TO: 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. The contractor shall also provide legacy equipment maintenance/warranty as part of system configuration and integration services. The legacy equipment warranty/maintenance shall be related to the integration of equipment procured under this contract or ITES-2H, and will clearly define items to be maintained and level of service required. All services shall be performed as negotiated and agreed to by the requiring activity. These services shall be provided in accordance with paragraph 3.3 of the SOW.

6. Revise the narrative in CLIN 0915, DOD ENTERPRISE SOFTWARE INITIATIVE (ESI).

FROM: The contractor shall provide software from DoD ESI sources in accordance with paragraph (b)(1)(A) of the Pricing Terms.

TO: The contractor shall provide software from DoD ESI sources in accordance with paragraph (b)(1)(A) of the Pricing Terms. The contractor shall also provide legacy software products as part of the total solution. The legacy software products shall be related to

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-16-D-0006 MOD/AMD P00001	Page 3 of 10
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Name of Offeror or Contractor: TELOS CORPORATION

the integration of equipment procured under this contract or ITES-2H.

7. All other terms and conditions of contract W52P1J-16-D-0006 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0003 ***

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 A0004 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-16-D-0006 MOD/AMD P00001

Name of Offeror or Contractor: TELOS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0911	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <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. The contractor shall also provide legacy software products as part of the total solution. The legacy software products shall be related to the integration of equipment procured under this contract or ITES-2H. Related 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>(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 **
0912	<p><u>RELATED SERVICES</u></p> <p>SERVICE REQUESTED: SERVICES</p>				\$ ** NSP **

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52P1J-16-D-0006 MOD/AMD P00001

Name of Offeror or Contractor: TELOS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>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. The contractor shall also provide legacy equipment maintenance/warranty as part of system configuration and integration services. The legacy equipment warranty/maintenance shall be related to the integration of equipment procured under this contract or ITES-2H, and will clearly define items to be maintained and level of service required. All services shall be performed as negotiated and agreed to by the requiring activity. 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>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				
0915	<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. The contractor shall also provide legacy software products as part of the total solution. The legacy software products shall be related to the integration of equipment procured under this contract or ITES-2H.</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>			\$ ** NSP **	\$ ** NSP **

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W52PlJ-16-D-0006 MOD/AMD P00001

Name of Offeror or Contractor: TELOS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<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>				

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 7 of 10****PIIN/SIIN** W52P1J-16-D-0006**MOD/AMD** P00001**Name of Offeror or Contractor:** TELOS CORPORATION

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	DEC/2015
I-2 DELETED	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-3 DELETED	252.204-7012 (DEV 2016- 00001)	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2016-00001)	OCT/2015

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 8 of 10

PIIN/SIIN W52P1J-16-D-0006

MOD/AMD P00001

Name of Offeror or Contractor: TELOS CORPORATION

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 0001	ITES-3H STATEMENT OF WORK (SOW)	05-MAY-2016	039	

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 9 of 10

PIIN/SIIN W52P1J-16-D-0006

MOD/AMD P00001

Name of Offeror or Contractor: TELOS CORPORATION

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1 ADDED	252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS	DEC/2015

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 10 of 10

PIIN/SIIN W52P1J-16-D-0006

MOD/AMD P00001

Name of Offeror or Contractor: TELOS CORPORATION

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1 DELETED	252.204-7008 (DEV 2016- 00001)	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEVIATION 2016-00001)	OCT/2015