

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm-Fixed-Price

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2. Amendment/Modification No. P00005	3. Effective Date 2012JUL17	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By ROCK ISLAND CONTRACTING CENTER CCRC-TA STUART J. HONN (309)782-2997 ROCK ISLAND, IL 61299-8000 BLDGS 60 & 390 EMAIL: STUART.J.HONN@US.ARMY.MIL	Code W52P1J	7. Administered By (If other than Item 6)	Code
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) M-CUBED INFORMATION SYSTEMS, INC 8630 FENTON ST SILVER SPRING, MD 20910-2751 TYPE BUSINESS: Other Small Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W91QUZ-11-D-0009
	<input type="checkbox"/>	10B. Dated (See Item 13) 2012FEB10

Code 1X3N8 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.

- KIND MOD CODE: 7
- 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)

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

Contract Expiration Date: 2016FEB14

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) JEFFREY GOLLON JEFFREY.S.GOLLON@US.ARMY.MIL (309)782-5369		
15B. Contractor/Offendor _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2012JUL17

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 2
	PIIN/SIIN W91QUZ-11-D-0009	MOD/AMD P00005
Name of Offeror or Contractor: M-CUBED INFORMATION SYSTEMS, INC		

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification is to:

1. Update Section J Attachment 4 - Task Order Procedures

As a result of this modification Section J Attachment 4 - Task Order Procedures, Section (b) - Ordering Process is hereby revised to read as follows:

(b) Ordering Process

Authority. The Task Order Contracting Officer (TO KO) will provide each contract holder with a fair opportunity to be considered for each Task Order. Orders under this contract are subject to FAR subpart 16.505 (orders exceeding \$3,000 and up to \$150,000), supplemented with respect to orders on behalf of DoD for services exceeding \$150,000 by DFARS 216.505-70.

Each order for services exceeding \$150,000 shall be placed on a competitive basis in accordance with DFARS 216.505 unless the TO KO waives the requirement on the basis of a written determination, using the justification and approval format in FAR 6.302-1. This competition requirement applies to orders placed by non-DoD agencies on behalf of DoD. Competition requirements are met only if the TO KO

- (1) Provides a notice of intent to purchase to all contractors under the contract, including a description of work to be performed and the basis upon which the selection will be made; and
- (2) Affords all contractors responding to the notice a fair opportunity to submit an offer and to be fairly considered.

Waivers. Waivers that can be considered are:

- (1) the customers need for services is of such urgency that providing such opportunity would result in unacceptable delays;
- (2) only one contractor is capable of providing services required at the level of quality required because the services ordered are unique or highly specialized;
- (3) the order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order;
- (4) it is necessary to place an order to satisfy a minimum guarantee; or
- (5) a statute expressly authorizes or requires that the purchase be made from a specified source (only applicable if services exceed \$150,000).

2. Provide the following clarification on T&M and FFP labor rates for M-Cubed Information Systems, Inc. and its subcontractors:

The labor rates identified in Attachment 1 M-Cubed Information Systems, Inc. Master Labor Rate Table are the ceiling rates for M-Cubed Information Systems and its originally proposed subcontractors. Should M-Cubed Information Systems desire to subcontract with any company not listed in the Master Labor Rate Table (Attachment 1), the proposed labor rate(s) for the new subcontractor shall be equal to or lower than the corresponding labor rate(s) in Attachment 8 - M-Cubed Information Systems, Inc. Schedule B for the labor category and performance site proposed.

All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0002 ***