ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 9

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 09/16/2014	2. CONTRACT NO. (If any): F11PC00161
3. ORDER NO: D14PD01174	4. REQUISITION/REFERENCE NO: 0040179830
5. ISSUING OFFICE (Address correspondence to): Interior Business Center, AQD Division 3/ Branch 2 354 S Hwy 92 Sierra Vista AZ 85635	6. SHIP TO a. NAME OF CONSIGNEE: See Attached Schedule b. STREET ADDRESS: See Attached Schedule c. CITY: See Attached Schedule d. STATE: CO e. ZIP CODE: 80235
7. TO: ATTN Government POC a. NAME OF CONTRACTOR: TRIBALCO, LLC b. COMPANY NAME: c. STREET ADDRESS: 4915 ST ELMO AVE #501 d. CITY: BETHESDA e. STATE: MD f. ZIP CODE: 20814-6029	f. SHIP VIA 8. TYPE OF ORDER ☐ a. PURCHASE REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated. ☒ b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
9. ACCOUNTING AND APPROPRIATION DATA: 01	10. REQUISITIONING OFFICE

11. BUSINESS CLASSIFICATION (Check appropriate box(es))

☒ a. SMALL ☐ b. OTHER THAN SMALL ☒ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone ☐ f. SERVICE-DISABLED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT: Destination

13. PLACE OF		14. GOVERNMENT B/L NO	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE		09/30/2014	ACCP

17. SCHEDULE (See reverse for Rejections)

ITEM NO (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	See A.14 Continuation Sheet-Land Mobile Radio FFP Delivery Order-Portable Radios and Accessories Legacy Doc #: F11PC00161 Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages):
	21. MAIL INVOICE TO a. NAME: Internet Payment Platform System b. STREET ADDRESS (or P.O. Box): US Department of Treasury http://www.ipp.gov c. CITY d. STATE e. ZIP CODE			$1,550,386.12 17(i) GRAND TOTAL $1,550,386.12

22. UNITED STATES OF AMERICA BY (Signature): Prescott Dalrymple

23. NAME (Typed): Prescott Dalrymple
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
09/16/2014	F11PC00161	D14PD01174

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Admin Office: DOI, Acquisition Services Directora Division 3/ Branch 2 Post Office Box 1420 Sierra Vista AZ 85636 Account Assignment: Y G/L Account: 6100.312F0 Business Area: D000 Commitment Item: 312F00 Cost Center: DS68694100 Functional Area: DWHAQE000.1K0000 Fund: XXXD4523WH Fund Center: DS68694100 Project/WBS: DR.WHTRC.14GC0100 PR Acct Assign Line: 01 Period of Performance: 09/15/2014 to 09/30/2014					
00010	(b) (4) VHF Model 3 Radios, Trunking 9600 Baud Software, Data Software, Encryption with Required Batteries and Accessories IT Approval Num: N The total amount of award: $1,550,386.12. The obligation for this award is shown in box 17(i).	(b) (4)	EA	(b) (4)	1,550,386.12	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $1,550,386.12

In accordance with the specifications and line item prices of contract F11PC00161 and modification 0006, the Contractor shall provide the following products:

Item Description	Part #	Quantity	Unit Price	Extended price
SRX2200 VHF MHZ MODEL 3 PORTABLE	H99KGH9PW7N	(b) (4)	(b) (4)	(b) (4)
ENH: SOFTWARE TRUNKING 9600 BAUD, 3	QA02591			
SW KEY SUPPLEMENTAL DATA	QA01749			
ENH: MILITARY DATA PACKAGE	QA02590			
ENH: ASTRO 25 OTAR W/ MULTIKEY	Q498			
ENH: AES ENCRYPTION	Q629			
ENH: SfS COMPREHENSIVE	HA00022AB			
IMPRES MULTI UNIT CHARGER with DISP	NNTN7073B			
POWERCORD, UK, 250 VAC 3A	3087791G07			
APX 7000 IMPRES CG SU APX7000 US/NA	WPLN7080			
PLUG, BRITISH STANDARD	3004209T02			
ASSEMBLY, BATTERY, BATT R LI ION 2900	NNTN8182B			
ONE-FOR-ONE TRADE- IN	TRADE-IN			
SHIPPING				
TOTAL				$1,550,386.12

Total Delivery Order Value: **$1,550,386.12** Firm-Fixed-Price. This delivery order is fully funded.

Delivery Due Date: **30 September 2014**

Note: Delivery must take place by 30 September 2014. If the radios are not delivered by 30 September 2014, this order will be terminated at no cost to the Government.

Delivery Location:

Client: USAFCENT A6
Address: 846 Dryden Way Bldg. 1918
City: Shaw AFB, SC 29152
803-895-1410

All shipments, correspondence, and invoices must be clearly marked with the delivery order number: D14PD01174

Client Acceptance Official:

TSgt Adam Rozek
Phone: 803-895-1410
Email: adam.rozek@afcent.af.mil

Contract Administration Office: This delivery order will be administered by

Loretta Tucker, Contract Specialist
Phone: 520-439-2464
Fax: 520-439-2591
Email: Loretta_Tucker@ibc.doi.gov

Scott Dalrymple, Contracting Officer
Phone: 520-439-2499
Email:Prescott_Dalrymple@ibc.doi.gov

Department of the Interior – Interior Business Center
Acquisition Services Directorate –Division III
Post Office Box 1420
Sierra Vista, AZ 85636

Delivery Address:
354 South Highway 92
Sierra Vista, AZ 85635

Invoicing Instructions

Contractor may submit an invoice when all goods and services have been accepted by the Government.

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP). The IPP website address is: https://www.ipp.gov.

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts. Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: A proper invoice and all pertinent backup documentation.

The Contractor shall use the IPP website to register, access, and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor shall submit a waiver request in writing to the contracting officer with its proposal or quotation.

The following clauses are incorporated into this delivery order:

FAR Clause 52.204-13 System for Award Management Maintenance (JUL 2013)

FAR Clause 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

DIAR Clause 1452.201-70 Authorities and Delegations (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

DIAR Clause 1452.203-70 RESTRICTION ON ENDORSEMENTS - DEPARTMENT OF THE INTERIOR (JUL 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

Organizational Conflicts of Interest (IAW FAR 9.5)

Purpose: The primary purpose of this clause is to ensure that: (1) the Contractor's objectivity and judgment are not biased because of its past, present, or currently planned interests (financial, contractual, organizational, or otherwise) which related to work under this contract, (2) the Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources, and (3) by virtue of its access to proprietary information belonging to others, the contractor does not obtain any unfair competitive advantage.

Scope: The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as prime contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity.

(1) Maintenance of Objectivity: The Contractor shall be ineligible to participate in any capacity in contracts, subcontracts, or proposals therefore (solicited or unsolicited) which stem directly from the Contractor's performance of work under this contract or are directly related to this contract, for example under the same Program or Project. Furthermore, unless directed in writing by the Contracting Officer, the Contractor shall not perform any services under this contract on any of its own products or services or the products or services of another firm if the Contractor is, or has been substantially involved in their development or marketing. In addition, if the Contractor under this contract advises the Government on the preparation of, or prepares complete, or essentially complete, Statements of Work of objectives for competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such Statements of Work or objectives. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts involving the same or similar services.

(2) Access To and Use of Government Information: If the Contractor, in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval from 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, (b) compete for or accept work based on such information for a period of six months after the completion of the contract, or until such information is released or otherwise made available to the public, whichever occurs first, (c) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public, and (d) release such information unless such information has previously been released or otherwise made available to the public by the Government.

(3) Access To and Protection of Proprietary Information: The Contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business or financial information (hereinafter referred to as "proprietary data") under this contract, it shall treat such information in accordance with any restrictions imposed on such information. The Contractor further agrees to enter into a written agreement for the protection of the proprietary data of other contractors and to exercise diligent effort to protect such proprietary data from unauthorized disclosure. In addition, the Contractor shall obtain from each employee who has access to proprietary data 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 data received in conjunction with the work under this contract.

Subcontracts: The Contractor shall include this clause, including this paragraph, in consulting agreements and subcontracts of any tier when directed by the Contracting Officer. The terms "contract," "contractor," and "contracting officer" will be appropriately modified to preserve the Government's rights.

Representations and Disclosures:

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

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

Remedies and Waiver:

(1) For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the Contractor from 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 therefore, subsequent to contract award, the Contracting Officer may terminate this contract for convenience of the Government 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 Contracting Officer by submitting a full written description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer will grant such a waiver.

Modification: Prior to a contract modification involving a change to the Statement of Work, or an increase in the level of effort or extension of the term of the contract, the Contractor shall be required to submit either an organizational conflict of interest disclosure or an update of the previously submitted disclosure or representation.

AQD Services Greening Clause

A) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

B) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double-sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0001	See Block 16C		

6. ISSUED BY CODE D32

Interior Business Center, AQD
Division 3/ Branch 2
354 S Hwy 92
Sierra Vista AZ 85635

7. ADMINISTERED BY *(If other than Item 6)* CODE D32

DOI, Acquisition Services Directorate
Division 3/ Branch 2
Post Office Box 1420
Sierra Vista AZ 85636

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

TRIBALCO, LLC
Attn: ATTN Government POC
4915 ST ELMO AVE #501
BETHESDA MD 20814-6029

CODE 0070021437 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
F11PC00161
D14PD01174

10B. DATED *(SEE ITEM 13)*
09/16/2014

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 amendment; (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 ACKNOWLEDGEMENT 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)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	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 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

This modification revises the note regarding failure to meet delivery due date, adds DFARS clauses, and changes the government point of contact. See attached continuation sheet.

Legacy Doc #: F11PC00161

Payment Terms: ACCP

Period of Performance: 09/15/2014 to 09/30/2014

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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)*	
		Prescott Dalrymple	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Prescott Dalrymple *(Signature of Contracting Officer)*	09/19/2014

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

BLOCK 14 CONTINUATION FORM - MODIFICATION 0001

1. The note on page 3 of the delivery order is modified from

> **Note**: Delivery must take place by 30 September 2014. If the radios are not delivered by 30 September 2014, this order will be terminated at no cost to the Government.

to read

> **Note**: Delivery must take place by 30 September 2014. If any portion of the radios are not delivered by 30 September 2014, the Government may remove such undelivered radios from this contract via modification or partial termination for convenience. The Government will not be liable for any costs related to such removed radios.
>
> In the best interests of the Government to expedite this Order, the Government, at its sole discretion, may accept the equipment at either the point of delivery or at the manufacturer's plant prior to shipment. Any equipment accepted at the point of delivery shall be considered "delivered" for the purposes of compliance with Note 1 above."

2. The Contract Administration Office information on page 4 of the award is revised to read:

Contract Administration Office points of contact for this delivery order:

Loretta Tucker, Contract Specialist
Phone: 520-439-2464
Fax: 520-439-2591
Email: Loretta_Tucker@ibc.doi.gov

Scott Dalrymple, Contracting Officer
Phone: 520-439-2499
Email:Prescott_Dalrymple@ibc.doi.gov

Department of the Interior – Interior Business Center
Acquisition Services Directorate –Division III
Post Office Box 1420
Sierra Vista, AZ 85636

Delivery Address:
354 South Highway 92
Sierra Vista, AZ 85635

3. The following DFARS clauses are hereby incorporated by reference:

This delivery order incorporates the following clauses by reference with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at: http://www.farsite.hill.af.mil/vfdara.htm

252.203-7002	Requirement to Inform Employees of Whistleblower Rights (Sep 2013)
252.204-7003	Control of Government Personnel Work Product (April 1992)
252.204-7012	Safeguarding of Unclassified Controlled Technical Information (November 2013)
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (March 2014)
252.209-7998	Representation Regarding Conviction of a Felony Criminal (March 2012)
252.209-7999	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law- Fiscal Year 2014 Appropriations (DEC 2013)
252.225-7012	Preference for Certain Domestic Commodities (February 2013)
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (September 2004)
252.232-7010	Levies on Contract Payments (December 2006)
252.243-7001	Pricing of Contract Modifications (December 1991)
252.243-7002	Requests for Equitable Adjustment (December 2012)
252.246-7000	Material Information and Receiving Report (March 2008)

4. The delivery order award amount remains $1,550,386.12, and the delivery due date remains 30 September 2014.

5. Sections of the contract changed as a result of this modification are included herein and replace previous versions of those sections.

6. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0002	10/01/2014		

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Interior Business Center, AQD Division 3/ Branch 2 354 S Hwy 92 Sierra Vista AZ 85635	D32	DOI, Acquisition Services Directorate Division 3/ Branch 2 Post Office Box 1420 Sierra Vista AZ 85636	D32

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

TRIBALCO, LLC
Attn: ATTN Government POC
4915 ST ELMO AVE #501
BETHESDA MD 20814-6029

CODE 0070021437 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
F11PC00161
D14PD01174

10B. DATED *(SEE ITEM 13)*
09/16/2014

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 amendment; (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 ACKNOWLEDGEMENT 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)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	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 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

This modification corrects the period of performance for this action. The correct POP is shown below.

Period of Performance: 09/15/2014 to 03/31/2015

Legacy Doc #: F11PC00161
Payment Terms: ACCP

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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)*	
		Prescott Dalrymple	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Prescott Dalrymple *(Signature of Contracting Officer)*	10/06/2014

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 9 PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 09/18/2014	2. CONTRACT NO. (If any): F11PC00161
3. ORDER NO.: D14PD01192	4. REQUISITION/REFERENCE NO.: 0040180343

5. ISSUING OFFICE (Address correspondence to):
Interior Business Center, AQD
Division 3/ Branch 2
354 S Hwy 92
Sierra Vista AZ 85635

6. SHIP TO:
a. NAME OF CONSIGNEE: See Attached Schedule
b. STREET ADDRESS: See Attached Schedule
c. CITY: See Attached Schedule | d. STATE: CO | e. ZIP CODE: 80235

7. TO: ATTN Government POC
a. NAME OF CONTRACTOR: TRIBALCO, LLC
b. COMPANY NAME:
c. STREET ADDRESS: 4915 ST ELMO AVE #501
d. CITY: BETHESDA | e. STATE: MD | f. ZIP CODE: 20814-6029

f. SHIP VIA:

8. TYPE OF ORDER
☐ a. PURCHASE — REFERENCE YOUR:
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

☒ b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA: 01

10. REQUISITIONING OFFICE: INTERIOR BUSINESS CENTER

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☒ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT: Destination

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE			
Destination	Destination		09/30/2014	ACCP

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Land Mobile Radios - see A.14 continuation sheet Legacy Doc #: F11PC00161 Continued ...					

18. SHIPPING POINT | 19. GROSS SHIPPING WEIGHT | 20. INVOICE NO.

17(h) TOTAL (Cont. pages): $150,407.61

21. MAIL INVOICE TO:
a. NAME: Internet Payment Platform System
b. STREET ADDRESS (or P.O. Box): US Department of Treasury
http://www.ipp.gov
c. CITY | d. STATE | e. ZIP CODE

17(i) GRAND TOTAL: $150,407.61

SEE BILLING INSTRUCTIONS ON REVERSE

22. UNITED STATES OF AMERICA BY (Signature): Prescott Dalrymple

23. NAME (Typed): Prescott Dalrymple
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
09/18/2014	F11PC00161	D14PD01192

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Admin Office: DOI, Acquisition Services Directora Division 3/ Branch 2 Post Office Box 1420 Sierra Vista AZ 85636 Account Assignment: Y G/L Account: 6100.312F0 Business Area: D000 Commitment Item: 312F00 Cost Center: DS68694100 Functional Area: DWHAQE000.1K0000 Fund: XXXD4523WH Fund Center: DS68694100 Project/WBS: DR.WHTRC.14823100 PR Acct Assign Line: 01 Period of Performance: 09/18/2014 to 09/30/2014					
00010	EdgeCedntrix LTE Three (3) Sector Macro System - 64 Channel - Remote Radio Head Modules Part# ECX-LTE-3RH17-64	[redacted]	EA	(b) (4)	150,407.61	
	The total amount of award: $150,407.61. The obligation for this award is shown in box 17(i).					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $150,407.61

In accordance with the specifications and line item prices of contract F11PC00161 and modification 0006, the Contractor shall provide the following products:

Item Description	Part #	Quantity	Unit Price	Extended price
EdgeCentrix LTE Three (3) Sector Macro System – 64 Channel – Remote Radio Head Modules	ECX-LTE-3RH17-64	[redacted]	(b) (4)	(b) (4)
TOTAL				$150,407.61

Total Delivery Order Value: **$150,407.61** Firm-Fixed-Price. This delivery order is fully funded.

Delivery Due Date: **30 September 2014**

Note: Delivery must take place by 30 September 2014. If any portion of the radios are not delivered by 30 September 2014, the Government may remove such undelivered radios from this contract via modification or partial termination for convenience. The Government will not be liable for any costs related to such removed radios.
In the best interests of the Government to expedite this Order, the Government, at its sole discretion, may accept the equipment at either the point of delivery or at the manufacturer's plant prior to shipment. Any equipment accepted at the point of delivery shall be considered "delivered" for the purposes of compliance with Note 1 above."

Delivery Location:

Client: US Army CERDEC
Address: 6010 Frankford Street
APG, MD. 21005
(443) 395-7768

All shipments, correspondence, and invoices must be clearly marked with the delivery order number: D14PD01192

Client Acceptance Official:

Thomas Sepka, Jr.
Phone: 443-395-7768
Email: Thomas.g.sepka4.civ@mail.mil

Contract Administration Office points of contact for this delivery order:

Nicole Diaz, Contract Specialist
Phone: 520-439-2518
Fax: 520-439-2583
Email: Nicole_Diaz@ibc.doi.gov

Scott Dalrymple, Contracting Officer
Phone: 520-439-2499
Email:Prescott_Dalrymple@ibc.doi.gov

Department of the Interior – Interior Business Center
Acquisition Services Directorate –Division III
Post Office Box 1420
Sierra Vista, AZ 85636

Delivery Address:
354 South Highway 92
Sierra Vista, AZ 85635

Invoicing Instructions

Contractor may submit an invoice when all goods and services have been accepted by the Government.

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP). The IPP website address is: https://www.ipp.gov.

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts. Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: A proper invoice and all pertinent backup documentation.

The Contractor shall use the IPP website to register, access, and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor shall submit a waiver request in writing to the contracting officer with its proposal or quotation.

The following clauses are incorporated into this delivery order:

FAR Clause 52.204-13 System for Award Management Maintenance (JUL 2013)

FAR Clause 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

DIAR Clause 1452.201-70 Authorities and Delegations (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following

actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

DIAR Clause 1452.203-70 RESTRICTION ON ENDORSEMENTS - DEPARTMENT OF THE INTERIOR (JUL 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

Organizational Conflicts of Interest (IAW FAR 9.5)

Purpose: The primary purpose of this clause is to ensure that: (1) the Contractor's objectivity and judgment are not biased because of its past, present, or currently planned interests (financial, contractual, organizational, or otherwise) which related to work under this contract, (2) the Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources, and (3) by virtue of its access to proprietary information belonging to others, the contractor does not obtain any unfair competitive advantage.

Scope: The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as prime contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity.

(1) Maintenance of Objectivity: The Contractor shall be ineligible to participate in any capacity in contracts, subcontracts, or proposals therefore (solicited or unsolicited) which stem directly from the Contractor's performance of work under this contract or are directly related to this contract, for example under the same Program or Project. Furthermore, unless directed in writing by the Contracting Officer, the Contractor shall not perform any services under this contract on any of its own products or services or the products or services of another firm if the Contractor is, or has been substantially involved in their development or marketing. In addition, if the Contractor under this contract advises the Government on the preparation of, or prepares complete, or essentially complete, Statements of Work of objectives for competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such Statements of Work or objectives. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts involving the same or similar services.

(2) Access To and Use of Government Information: If the Contractor, in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval from 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, (b) compete for or accept work based on such information for a period of six months after the completion of the contract, or until such information is released or otherwise made available to the public, whichever occurs first, (c) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public, and (d) release such information unless such information has previously been released or otherwise made available to the public by the Government.

(3) Access To and Protection of Proprietary Information: The Contractor agrees

that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business or financial information (hereinafter referred to as "proprietary data") under this contract, it shall treat such information in accordance with any restrictions imposed on such information. The Contractor further agrees to enter into a written agreement for the protection of the proprietary data of other contractors and to exercise diligent effort to protect such proprietary data from unauthorized disclosure. In addition, the Contractor shall obtain from each employee who has access to proprietary data 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 data received in conjunction with the work under this contract.

Subcontracts: The Contractor shall include this clause, including this paragraph, in consulting agreements and subcontracts of any tier when directed by the Contracting Officer. The terms "contract," "contractor," and "contracting officer" will be appropriately modified to preserve the Government's rights.

Representations and Disclosures:

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

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

Remedies and Waiver:

(1) For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the Contractor from 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 therefore, subsequent to contract award, the Contracting Officer may terminate this contract for convenience of the Government 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 Contracting Officer by submitting a full written description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer will grant such a waiver.

Modification: Prior to a contract modification involving a change to the Statement of

Work, or an increase in the level of effort or extension of the term of the contract, the Contractor shall be required to submit either an organizational conflict of interest disclosure or an update of the previously submitted disclosure or representation.

AQD Services Greening Clause

A) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

B) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double-sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

DFARS CLAUSE INCORPORATED BY REFERENCE

This delivery order incorporates the following clauses by reference with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at: http://www.farsite.hill.af.mil/vfdara.htm

252.203-7002	Requirement to Inform Employees of Whistleblower Rights (Sep 2013)
252.204-7003	Control of Government Personnel Work Product (April 1992)
252.204-7012	Safeguarding of Unclassified Controlled Technical Information (November 2013)
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (March 2014)
252.209-7998	Representation Regarding Conviction of a Felony Criminal (March 2012)
252.209-7999	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law- Fiscal Year 2014 Appropriations (DEC 2013)
252.225-7012	Preference for Certain Domestic Commodities (February 2013)
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (September 2004)
252.232-7010	Levies on Contract Payments (December 2006)
252.243-7001	Pricing of Contract Modifications (December 1991)
252.243-7002	Requests for Equitable Adjustment (December 2012)
252.246-7000	Material Information and Receiving Report (March 2008)

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 10 PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER	2. CONTRACT NO. (If any)
09/18/2014	F11PC00161

3. ORDER NO.	4. REQUISITION/REFERENCE NO.
D14PD01227	0040180345

5. ISSUING OFFICE (Address correspondence to)
Interior Business Center, AQD
Division 3/ Branch 2
354 S Hwy 92
Sierra Vista AZ 85635

6. SHIP TO:
a. NAME OF CONSIGNEE
See Attached Schedule
b. STREET ADDRESS
See Attached Schedule
c. CITY: See Attached Schedule | d. STATE: CO | e. ZIP CODE: 80235

7. TO: ATTN Government POC
a. NAME OF CONTRACTOR
TRIBALCO, LLC
b. COMPANY NAME
c. STREET ADDRESS
4915 ST ELMO AVE #501
d. CITY: BETHESDA | e. STATE: MD | f. ZIP CODE: 20814-6029

f. SHIP VIA

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR:
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
☒ b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA
01

10. REQUISITIONING OFFICE

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT
origin-

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE			
Destination	Destination		09/30/2014	ACCP

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	See A.14 Continuation Sheet-Land Mobile Radio Delivery Order Legacy Doc #: F11PC00161 Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)

21. MAIL INVOICE TO:
a. NAME: Internet Payment Platform System
b. STREET ADDRESS (or P.O. Box): US Department of Treasury
http://www.ipp.gov
c. CITY | d. STATE | e. ZIP CODE

$1,194,695.68

17(i) GRAND TOTAL: $1,194,695.68

SEE BILLING INSTRUCTIONS ON REVERSE

22. UNITED STATES OF AMERICA BY (Signature): Prescott Dalrymple

23. NAME (Typed): Prescott Dalrymple
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
09/18/2014	F11PC00161	D14PD01227

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Admin Office: DOI, Acquisition Services Directora Division 3/ Branch 2 Post Office Box 1420 Sierra Vista AZ 85636 Account Assignment: Y G/L Account: 6100.312F0 Business Area: D000 Commitment Item: 312F00 Cost Center: DS68694100 Functional Area: DWHAQE000.1K0000 Fund: XXXD4523WH Fund Center: DS68694100 Project/WBS: DR.WHOTH.14177100 PR Acct Assign Line: 01 Period of Performance: 09/18/2014 to 09/30/2014					
00010	(b) (4) RADIOS IT Approval Num: N	(b	EA	(b) (4)	1,194,695.68	
	The total amount of award: $1,194,695.68. The obligation for this award is shown in box 17(i).					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $1,194,695.68

In accordance with the specifications and line item prices of contract F11PC00161 and modification 0006, the Contractor shall provide the following products:

Item Description	Part #	Quantity	Unit Price	Extended price
APX7000 DIGITAL PORTABLE RADIO	H97TGD9PW1 N	(b) (4)	(b) (4)	(b) (4)
ADD: VHF PRIMARY BAND	QA00570			
ADD: 7/800MHZ SECONDARY BAND	QA00573			
ADD: LARGE COLOR DISPLAY AND FULL K	QA00577			
ADD: ENABLE DUAL BAND OPERATION	QA00579			
ADD: ASTRO DIGITAL CAI OPERATION	Q806			
ADD: SMARTZONE OPERATION	H38			
ADD: P25 9600 BAUD TRUNKING	Q361			
SW KEY SUPPLEMENTAL DATA	QA01749			
ADD: MULTICAST VOTING SCAN	Q387			
ENH: ASTRO P25 OTAR W/ MULTIKEY	Q498			
ENH: AES/DES,DES-XL,DES-OFB	Q15			
ENH: 2 YR SFS LITE*	Q58			
ADD: VHF PRIMARY BAND	Q58			
ADD: 7/800MHZ SECONDARY BAND	NNTN7038B			
ADD: LARGE COLOR DISPLAY AND FULL K	NNTN7593A			
ADD: ENABLE DUAL BAND OPERATION	HMN4104B			
PROGRAMMING, TEST & ALIGNMENT CABLE*	PMKN4013C			
PURCHASED SOFTWARE,CPS R12.00.00 AP*	RVN5224Z			
USB MODEM BY MULTITECH - REQUIRED F*	DSMT9234MUC DCXR			
KVL 4000 PDA SNAP-ON*	T7537B			
ADD: ASTRO 25 MODE*	U239AD			

ADD: AC LINE CORD US*	CA01598AA	(b) (4)	(b) (4)	(b) (4)
ADD: AES ENCRYPTION SOFTWARE*	CA00182AP			
ADD: DES/DES-XL/DES-OFB ENCRYPTION*	X423AF			
ADD: KEYLOAD CABLE FOR APX PORTABLE*	C725AA			
MOBILE KEYLOAD CABLE (RNC DUI MGEG)*	TKN8531C			
CABLE KEYLOADING ADAPTER CGAI*	HKN6182B			
CBL ADAPTER SPECTRA/SPECTRO*	TRN7414			
TRAINING SERVICES*	SVC03SVC0125 D			
SUBSCRIBER PROGRAMMING*	SVC03SVC0115 D			
ONE FOR ONE TRADE-IN	TRADE-IN			
SHIPPING	INCLUDED			INCLUDED
TOTAL				$1,194,695.68

Total Delivery Order Value: **$1,194,695.68** Firm-Fixed-Price. This delivery order is fully funded.

Delivery Due Date: **30 September 2014**

Note: Delivery must take place by 30 September 2014. If any portion of the radios are not delivered by 30 September 2014, the Government may remove such undelivered radios from this contract via modification or partial termination for convenience. The Government will not be liable for any costs related to such removed radios.
In the best interests of the Government to expedite this Order, the Government, at its sole discretion, may accept the equipment at either the point of delivery or at the manufacturer's plant prior to shipment. Any equipment accepted at the point of delivery shall be considered "delivered" for the purposes of compliance with Note 1 above."

Delivery Location:

Client: USDA-OIG
Address: 1400 Independence Avenue, SW
City: Washington, DC 20250
202-720-4401

All shipments, correspondence, and invoices must be clearly marked with the delivery order number: D14PD01227

Client Acceptance Official:

Ron Stevens
Phone: 202-720-4401
Email: rfstevens@oig.usda.gov

Contract Administration Office: This delivery order will be administered by

Ken Roch, Contract Specialist
Phone: 520-439-2469
Fax: 520-439-2591
Email: kenneth_roch@ibc.doi.gov

Scott Dalrymple, Contracting Officer
Phone: 520-439-2499
Email:Prescott_Dalrymple@ibc.doi.gov

Department of the Interior – Interior Business Center
Acquisition Services Directorate –Division III
Post Office Box 1420
Sierra Vista, AZ 85636

Delivery Address:
354 South Highway 92
Sierra Vista, AZ 85635

Invoicing Instructions

Contractor may submit an invoice when all goods and services have been accepted by the Government.

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP). The IPP website address is: https://www.ipp.gov.

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts. Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: A proper invoice and all pertinent backup documentation.

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If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor shall submit a waiver request in writing to the contracting officer with its proposal or quotation.

The following clauses are incorporated into this delivery order:

FAR Clause 52.204-13 System for Award Management Maintenance (JUL 2013)

FAR Clause 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

DIAR Clause 1452.201-70 Authorities and Delegations (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new

appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

DIAR Clause 1452.203-70 RESTRICTION ON ENDORSEMENTS - DEPARTMENT OF THE INTERIOR (JUL 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

Organizational Conflicts of Interest (IAW FAR 9.5)

Purpose: The primary purpose of this clause is to ensure that: (1) the Contractor's objectivity and judgment are not biased because of its past, present, or currently planned interests (financial, contractual, organizational, or otherwise) which related to work under this contract, (2) the Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources, and (3) by virtue of its access to proprietary information belonging to others, the contractor does not obtain any unfair competitive advantage.

Scope: The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as prime contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity.

(1) Maintenance of Objectivity: The Contractor shall be ineligible to participate in any capacity in contracts, subcontracts, or proposals therefore (solicited or unsolicited) which stem directly from the Contractor's performance of work under this contract or are directly related to this contract, for example under the same Program or Project. Furthermore, unless directed in writing by the Contracting Officer, the Contractor shall not perform any services under this contract on any of its own products or services or the products or services of another firm if the Contractor is, or has been substantially involved in their development or marketing. In addition, if the Contractor under this contract advises the Government on the preparation of, or prepares complete, or essentially complete, Statements of Work of objectives for competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such Statements of Work or objectives. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts involving the same or similar services.

(2) Access To and Use of Government Information: If the Contractor, in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval from 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, (b) compete for or accept work based on such information for a period of six months after the completion of the contract, or until such information is released or otherwise made available to the public, whichever occurs first, (c) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public, and (d) release such information unless such information has previously been released or otherwise made available to the public by the Government.

(3) Access To and Protection of Proprietary Information: The Contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business or financial information (hereinafter

referred to as "proprietary data") under this contract, it shall treat such information in accordance with any restrictions imposed on such information. The Contractor further agrees to enter into a written agreement for the protection of the proprietary data of other contractors and to exercise diligent effort to protect such proprietary data from unauthorized disclosure. In addition, the Contractor shall obtain from each employee who has access to proprietary data 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 data received in conjunction with the work under this contract.

Subcontracts: The Contractor shall include this clause, including this paragraph, in consulting agreements and subcontracts of any tier when directed by the Contracting Officer. The terms "contract," "contractor," and "contracting officer" will be appropriately modified to preserve the Government's rights.

Representations and Disclosures:

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

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

Remedies and Waiver:

(1) For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the Contractor from 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 therefore, subsequent to contract award, the Contracting Officer may terminate this contract for convenience of the Government 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 Contracting Officer by submitting a full written description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer will grant such a waiver.

Modification: Prior to a contract modification involving a change to the Statement of Work, or an increase in the level of effort or extension of the term of the contract, the Contractor shall be required to submit either an organizational conflict of interest

disclosure or an update of the previously submitted disclosure or representation.

AQD Services Greening Clause

A) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

B) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double-sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

DFARS CLAUSE INCORPORATED BY REFERENCE

This delivery order incorporates the following clauses by reference with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at: http://www.farsite.hill.af.mil/vfdara.htm

252.203-7002	Requirement to Inform Employees of Whistleblower Rights (Sep 2013)
252.204-7003	Control of Government Personnel Work Product (April 1992)
252.204-7012	Safeguarding of Unclassified Controlled Technical Information (November 2013)
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (March 2014)
252.209-7998	Representation Regarding Conviction of a Felony Criminal (March 2012)
252.209-7999	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law- Fiscal Year 2014 Appropriations (DEC 2013)
252.225-7012	Preference for Certain Domestic Commodities (February 2013)
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (September 2004)
252.232-7010	Levies on Contract Payments (December 2006)
252.243-7001	Pricing of Contract Modifications (December 1991)
252.243-7002	Requests for Equitable Adjustment (December 2012)
252.246-7000	Material Information and Receiving Report (March 2008)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0001	10/01/2014		

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Interior Business Center, AQD Division 3/ Branch 2 354 S Hwy 92 Sierra Vista AZ 85635	D32	DOI, Acquisition Services Directora Division 3/ Branch 2 Post Office Box 1420 Sierra Vista AZ 85636	D32

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

TRIBALCO, LLC
Attn: ATTN Government POC
4915 ST ELMO AVE #501
BETHESDA MD 20814-6029

CODE 0070021437 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
F11PC00161
D14PD01227

10B. DATED *(SEE ITEM 13)*
09/18/2014

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 amendment; (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 ACKNOWLEDGEMENT 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)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	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 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

This modification corrects the period of performance for this action. The correct POP is shown below.

Period of Performance: 09/18/2014 to 03/31/2015

Legacy Doc #: F11PC00161

Payment Terms: ACCP

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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)*	
		Prescott Dalrymple	
15B. CONTRACTOR/OFFEROR _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Prescott Dalrymple *(Signature of Contracting Officer)*	16C. DATE SIGNED 10/06/2014

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243