

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 30-Jun-2009	4. REQUISITION/PURCHASE REQ. NO. M9545008RC76722		5. PROJECT NO.(If applicable)
6. ISSUED BY CODE COMMANDING GENERAL MARINE CORPS SYSTEMS COMMAND ATTN: MRAP/CARL V. BRADSHAW 2200 LESTER STREET QUANTICO VA 22134-5010	M67854	7. ADMINISTERED BY (If other than item 6) CODE See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOM, LLC SUZETTE WEBB 401 NORTH MICHIGAN AVENUE CHICAGO IL 60611-5505		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X	10A. MOD. OF CONTRACT/ORDER NO. M67854-08-D-5010	
		X	10B. DATED (SEE ITEM 13) 30-May-2008	
CODE 4VBX6	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a) - Supplemental Agreement				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: brittonm093492 The purpose of this modification is to realign funds from SUBCLINS 0010AA, 0010AB, 0011AA, and 0011AB to CLIN 0014 (NRE). All other terms and conditions remain unchanged.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CARL V. BRADSHAW / CONTRACTING OFFICER TEL: 540-242-3035 EMAIL: carl.bradshaw@usmc.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Carl V. Bradshaw</i> (Signature of Contracting Officer)	16C. DATE SIGNED 30-Jun-2009	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$197,652.88 from \$299,459,992.90 to \$299,262,340.02.

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0010AA

The unit price amount has decreased by (b) (4) from (b) (4) to (b) (4) .

The total cost of this line item has decreased by (b) (4) from (b) (4) to (b) (4)

SUBCLIN 0010AB

The unit price amount has decreased by (b) (4) from (b) (4) to (b) (4) .

The total cost of this line item has decreased by (b) (4) from (b) (4) to (b) (4)

SUBCLIN 0011AA

The unit price amount has decreased by (b) (4) from (b) (4) to (b) (4) .

The total cost of this line item has decreased by (b) (4) from (b) (4) to (b) (4)

SUBCLIN 0011AB

The unit price amount has decreased by (b) (4) from (b) (4) to (b) (4) .

The total cost of this line item has decreased by (b) (4) from (b) (4) to (b) (4)

CLIN 0014

The unit price amount has increased by (b) (4) from (b) (4) to (b) (4) .

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4)

(End of Summary of Changes)

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. M67854-08-D-5010		2. DELIVERY ORDER/ CALL NO. 0003		3. DATE OF ORDER/ CALL (YYYYMMDD) 2009 May 29		4. REQ./ PURCH. REQUEST NO. M9545008RC002530004		5. PRIORITY			
6. ISSUED BY COMMANDING GENERAL MARINE CORPS SYSTEMS COMMAND ATTN: MRAP/CARL V. BRADSHAW 2200 LESTER STREET QUANTICO VA 22134-5010			CODE M67854		7. ADMINISTERED BY (if other than 6) SEE ITEM 6			CODE		8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)	
9. CONTRACTOR LOM, LLC NAME SUZETTE WEBB AND 401 NORTH MICHIGAN AVENUE ADDRESS CHICAGO IL 60611-5505			CODE 4VBX6		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. MARK IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input checked="" type="checkbox"/> WOMEN-OWNED		
							12. DISCOUNT TERMS Net 30 Days		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15		
14. SHIP TO DEFENSE DISTRIBUTION DEPOT RED RIVER MRAPU DEFENSE DISTRIBUTION CENTER, RED RIVER - TEXARCANA TX 75507-5000			CODE SW3234		15. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS OH 43218-2381			CODE HQ0339		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.								
	PURCHASE	<input type="checkbox"/>	Reference your quote dated Furnish the following on terms specified herein. REF:								
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule											
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT
		SEE SCHEDULE									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.			24. UNITED STATES OF AMERICA TEL: 540-242-7368 EMAIL: Richard.Augsburger@USMC.Mil BY: Richard A. Augsburger				 CONTRACTING / ORDERING OFFICER		25. TOTAL \$15,077,793.88		26. DIFFERENCES
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED											
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS	
f. TELEPHONE NUMBER			g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I certify this account is correct and proper for payment.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER	
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								35. BILL OF LADING NO.	
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010	Lighting Kit for BAE Systems RG33 CAT II FFP FOB: Destination	UNDEFINED		(b) (4)	(b) (4)

MAX
NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010AA	Lighting Kit for BAE Systems RG33 CAT II FFP BAE Systems, Inc Vehicles -- RG33 CAT II 360 Degree Lighting Kits for RG33 CAT II Mine Resistant Ambush Protected (MRAP I) Vehicles. FOB: Destination MILSTRIP: M9545008RC00253 PURCHASE REQUEST NUMBER: M9545008RC002530004	786	Kit	(b) (4)	(b) (4)

MAX
NET AMT

(b) (4)

ACRN AA
CIN: M9545008RC0025300040004

(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010AB	Lighting Kit for BAE Systems RG33 CAT II FFP BAE Systems, Inc Vehicles -- RG33 CAT II 360 Degree Lighting Kits for RG33 CAT II Mine Resistant Ambush Protected (MRAP I) Vehicles. FOB: Destination MILSTRIP: M9545008RC00253 PURCHASE REQUEST NUMBER: M9545008RC002530004	114	Kit	(b) (4)	(b) (4)

MAX
NET AMT

(b) (4)

ACRN AA
CIN: M9545008RC0025300040005

(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011	Lighting Kit for BAE Systems HAGA CAT II FFP FOB: Destination	UNDEFINED		UNDEFINED	(b) (4)

MAX
NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011AA	Lighting Kit for BAE Systems HAGA CAT II FFP BAE Systems, Inc Vehicles -- Heavy Armored Ground Ambulance (HAGA) CAT II Vehicle 360 Degree Lighting Kits for HAGA CAT II Mine Resistant Ambush Protected (MRAP I) Vehicles. FOB: Destination MILSTRIP: M9545008RC00253 PURCHASE REQUEST NUMBER: M9545008RC002530004	476	Kit	(b) (4)	(b) (4)

MAX
NET AMT

(b) (4)

ACRN AA
CIN: M9545008RC0025300040006

(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011AB	Lighting Kit for BAE Systems HAGA CAT II FFP BAE Systems, Inc Vehicles -- Heavy Armored Ground Ambulance (HAGA) CAT II Vehicle 360 Degree Lighting Kits for HAGA CAT II Mine Resistant Ambush Protected (MRAP I) Vehicles. FOB: Destination MILSTRIP: M9545008RC00253 PURCHASE REQUEST NUMBER: M9545008RC002530004	114	Kit	(b) (4)	(b) (4)

MAX
NET AMT

(b) (4)

ACRN AA
CIN: M9545008RC0025300040007

(b) (4)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLINS 0010 - 0011AB	INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
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Section F - Deliveries or Performance

EARLY DELIVERY AUTHORIZATION

** Early delivery of light kits authorized **

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0010	N/A	N/A	N/A	N/A
0010AA	10-JUL-2009	50	DEFENSE DISTRIBUTION DEPOT RED RIVER MRAPU DEFENSE DISTRIBUTION CENTER, RED RIVER - TEXARCANA TX 75507-5000 903-334-4946 FOB: Destination	SW3234
0010AA	17-JUL-2009	50	(SAME AS PREVIOUS LOCATION) FOB: Destination	SW3234
0010AA	24-JUL-2009	50	(SAME AS PREVIOUS LOCATION) FOB: Destination	SW3234
0010AA	31-JUL-2009	75	(SAME AS PREVIOUS LOCATION) FOB: Destination	SW3234
0010AA	07-AUG-2009	150	(SAME AS PREVIOUS LOCATION) FOB: Destination	SW3234
0010AA	14-AUG-2009	150	(SAME AS PREVIOUS LOCATION) FOB: Destination	SW3234
0010AA	21-AUG-2009	150	(SAME AS PREVIOUS LOCATION) FOB: Destination	SW3234
0010AA	28-AUG-2009	111	(SAME AS PREVIOUS LOCATION) FOB: Destination	SW3234
0010AB	10-JUL-2009	50	(SAME AS PREVIOUS LOCATION) FOB: Destination	SW3234
0010AB	17-JUL-2009	50	(SAME AS PREVIOUS LOCATION) FOB: Destination	SW3234
0010AB	24-JUL-2009	14	(SAME AS PREVIOUS LOCATION) FOB: Destination	SW3234

0011	N/A	N/A	N/A	N/A
0011AA	10-JUL-2009	50	DEFENSE DISTRIBUTION DEPOT RED RIVER MRAPU DEFENSE DISTRIBUTION CENTER, RED RIVER - TEXARCANA TX 75507-5000 903-334-4946 FOB: Destination	SW3234
0011AA	17-JUL-2009	50	(SAME AS PREVIOUS LOCATION) FOB: Destination	SW3234
0011AA	24-JUL-2009	50	(SAME AS PREVIOUS LOCATION) FOB: Destination	SW3234
0011AA	31-JUL-2009	76	(SAME AS PREVIOUS LOCATION) FOB: Destination	SW3234
0011AA	07-AUG-2009	100	(SAME AS PREVIOUS LOCATION) FOB: Destination	SW3234
0011AA	14-AUG-2009	150	(SAME AS PREVIOUS LOCATION) FOB: Destination	SW3234
0011AB	10-JUL-2009	14	(SAME AS PREVIOUS LOCATION) FOB: Destination	SW3234
0011AB	17-JUL-2009	50	(SAME AS PREVIOUS LOCATION) FOB: Destination	SW3234
0011AB	24-JUL-2009	50	(SAME AS PREVIOUS LOCATION) FOB: Destination	SW3234

Section G - Contract Administration Data

SECTION G**G1 POINTS OF CONTACT**

a) Contract Administration Office:

Contract administration functions (see FAR 42.302, DFAR 242.302).

MARCORSYSCOM
ATTN: Rich Augsburger
2200 Lester Street
Quantico VA 22134-5010

Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202): NONE

b) Paying Office:

The Paying office which will make payments is designated as follows:

HQ0339
DFAS-Columbus Center
DFAS-CO/West Entitlement Operations
P.O. BOX 182381
Columbus, OH 43218-2381

c) Purchasing Office:

The Contracting Officer for this procurement is:

Mr. Rich Augsburger
Commanding General
Marine Corps Systems Command
ATTN: MRAP
2200 Lester Street
Quantico, VA 22134-5010
Phone: 703-432-5019
Email: rich.augsburger @usmc.mil

d) Project Officer:

The Project Officer for this procurement is:

Leslie Ferguson: leslie.ferguson@usmc.mil

G2 ACCOUNTING CLASSIFICATION REFERENCE NUMBER (ACRN)

The Accounting Classification Reference Number (ACRN) is the double letter prefix to the long line accounting classification citation number contained in the accounting data sheet attached to the contract, or listed below. It is used as a method for tracking expenditures against individual contract line items. In instances where multiple long line accounting classification numbers are applicable to single line items, each will be prefixed by a separate ACRN. Each line item, subline item, task and subtask listed in the schedule or Statement of Work shall have an accounting classification reference number assigned at the time of award or upon issuance of the task or delivery order.

G3 REQUESTS FOR PAYMENT

WAWF INSTRUCTIONS TO CONTRACTORS

ELECTRONIC INVOICING PROCEDURES (MARCORSYSCOM Feb 2006)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2007)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of contract (POC) is designated in Central Contractor Registration at <http://www.ccr.gov> and (ii) register to use WAWF-RA at the <https://wawf.eb.mil/> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the <https://wawf.eb.mil/>.

Questions regarding invoices can be directed to the Project Officer listed in the G.1 Government Points of Contact section herein. When submitting invoices, please utilize the "Send Additional Emails" option to notify the following MRAP team members that a new WAWF invoice has been submitted.

Alan Peets: alan.peets@usmc.mil

Penny Whetzler: penny.whetzler@usmc.mil

In addition to the requirements of the Prompt Payment Clause of this contract, the contractor shall cite on each WAWF invoice the contract line number (CLIN); The contract sub-line item number (SubCLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

The contractor is directed to use the "**2-in-1**" format when processing invoices for services and the "**Combo**" for supplies. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC M67854 and applicable extension PG15 (i.e., M67854PG15) as the DODAAC for all shipping addresses.

To expedite payment, when submitting invoices for payment the contractor is advised to check the applicable box to notify the Government point of contact electronically of an invoice submission.

DFAS-COLUMBUS CENTER
DFAS-CO/WEST ENTITLEMENT OPERATIONS
P.O. BOX 182381
Attn: Kansas – M67443
COLUMBUS OH 43218-2381

PHONE: 1-800-756-4571 Option #1 then #1 or #2
WAWF: <https://wawf.eb.mil>
VPIS: <https://WWW.dfas.mil/money/vendor>

Data entry information in WAWF:
Payment Office DoDAAC: HQ0339
Issue By DoDAAC: M67854
Admin Office DoDAAC: S1403A
Service Acceptor DoDAAC: M67854
Contract Number: M67854-08-D-5010-0003

Before closing out of an invoice session in WAWF-RA, but after submitting your document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on "Send Additional

Email Notifications" block on the page that appears. Add the primary point of contact's email address (provided above) in the first email address block and add the alternate point of contact's email address in the following block. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

Clause 252.211-7003 is incorporated in Section I of this contract. WAWF is the accepted submission method for reporting data contained within the clause. To facilitate timely government reporting ensure the following data fields are populated within the UID tab:

- * Enterprise ID
- * Agency Code
- * UID type
- * Origin Part No.
- * Lot/Batch
- * Current Part Number
- * Current Part Number Cost
- * Current Part Effective Date
- * Original Manufactures Code
- * Original Manufactures Identification
- * UID Number
- * Serial Number

ACCOUNTING AND APPROPRIATION DATA

AA: 2182035MRAP 310 67854 067443 2D 2035MR

AMOUNT (b) (4)

CIN M9545008RC0025300040004: (b) (4)

CIN M9545008RC0025300040005: (b) (4)

CIN M9545008RC0025300040006: (b) (4)

CIN M9545008RC0025300040007: (b) (4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE 01-Jul-2009	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY CODE COMMANDING GENERAL MARINE CORPS SYSTEMS COMMAND ATTN: MRAP/CARL V. BRADSHAW 2200 LESTER STREET QUANTICO VA 22134-5010	M67854	7. ADMINISTERED BY (If other than item 6) CODE See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOM, LLC SUZETTE WEBB 401 NORTH MICHIGAN AVENUE CHICAGO IL 60611-5505		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X	10A. MOD. OF CONTRACT/ORDER NO. M67854-08-D-5010-0003	
		X	10B. DATED (SEE ITEM 13) 29-May-2009	
CODE 4VBX6	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (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 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) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 43.103(a) - Supplemental Agreement				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: brittonm093528 The purpose of this modification is to realign funds from SUBCLINs 0010AA, 0010AB, 0011AA, and 0011AB to CLIN 0014 (NRE) and to incorporate FAR clause 52.232-25 (Prompt Payment) which will change the payment terms from NET 30 to NET 14 in accordance with FAR 32.908(c)(1). All other terms and conditions remain unchanged.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RICHARD A. AUGSBURGER / PCO TEL: 540-242-7368 EMAIL: Richard.Augsburger@USMC.Mil		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 02-Jul-2009	
(Signature of person authorized to sign)				

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$0.02 from \$15,077,793.88 to \$15,077,793.90.

The discount terms has changed from Net 30 Days to Net 14 Days.

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0010AA

The unit price amount has decreased by (b) (4) from (b) (4) to (b) (4)

The total cost of this line item has decreased by (b) (4) from (b) (4) to (b) (4)

SUBCLIN 0010AB

The unit price amount has decreased by (b) (4) from (b) (4) to (b) (4)

The total cost of this line item has decreased by (b) (4) 0 from (b) (4) to (b) (4)

SUBCLIN 0011AA

The unit price amount has decreased by (b) (4) from (b) (4) to (b) (4)

The total cost of this line item has decreased by (b) (4) from (b) (4) to (b) (4)

SUBCLIN 0011AB

The unit price amount has decreased by (b) (4) from (b) (4) to (b) (4)

The total cost of this line item has decreased by (b) (4) from (b) (4) to (b) (4)

CLIN 0014 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	Non-Recurring Engineering FFP Non-Recurring Engineering FOB: Destination MILSTRIP: M9545008RC00253 PURCHASE REQUEST NUMBER: M9545008RC002530005	1	Each	(b) (4)	(b) (4)

NET AMT (b) (4)

ACRN AB (b) (4)
CIN: M9545008RC0025300050008

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0014:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
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SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4) to (b) (4).

SUBCLIN 0010AA:

AA: 2182035MRAP 310 67854 067443 2D 2035MR (CIN M9545008RC002530004) was decreased by (b) (4) from (b) (4) to (b) (4).

SUBCLIN 0010AB:

AA: 2182035MRAP 310 67854 067443 2D 2035MR (CIN M9545008RC002530004) was decreased by (b) (4) from (b) (4) to (b) (4).

SUBCLIN 0011AA:

AA: 2182035MRAP 310 67854 067443 2D 2035MR (CIN M9545008RC002530004) was decreased by (b) (4) from (b) (4) to (b) (4).

SUBCLIN 0011AB:

AA: 2182035MRAP 310 67854 067443 2D 2035MR (CIN M9545008RC002530004) was decreased by (b) (4) from (b) (4) to (b) (4).

CLIN 0014:

Funding on CLIN 0014 is initiated as follows:

ACRN: AB

CIN: M9545008RC0025300050008

Acctng Data: 2182035MRAP 310 67854 067443 2D 2035MR

Increase: (b) (4)

Total: (b) (4)

Cost Code: 8RC0025315US

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.232-25 Prompt Payment

OCT 2008

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 29-May-2009	4. REQUISITION/PURCHASE REQ. NO. M9545008RC002530004		5. PROJECT NO.(If applicable)	
6. ISSUED BY MARCORSYSCOM 2200 LESTER ST QUANTICO VA 22134	CODE M67854	7. ADMINISTERED BY (If other than item 6) COMMANDING GENERAL MARINE CORPS SYSTEMS COMMAND ATTN: MRAP/CARL V. BRADSHAW 2200 LESTER STREET QUANTICO VA 22134-5010		CODE M67854	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOM, LLC SUZETTE WEBB 401 NORTH MICHIGAN AVENUE CHICAGO IL 60611-5505			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. M67854-08-D-5010-0003	
			X	10B. DATED (SEE ITEM 13) 29-May-2009	
CODE 4VBX6	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
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 <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.) Modification Control Number: barronw 093109 The purpose of this modification is to add Contingent Testing Language. ** See Schedule **					
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) RICHARD A. AUGSBURGER / PCO TEL: 540-242-7368 EMAIL: Richard.Augsburger@USMC.Mil		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED 29-May-2009	
(Signature of person authorized to sign)		(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The purpose of this modification is to add the following to the delivery order:

Notice!!

The government has completed testing but has not published a summary result of the tests. To minimize impacts associated with correcting LOM discrepancies please manage the build schedule in a manner that minimizes cost and schedule impacts and allows you to propose corrective action to address these issues. Please be advised as the supplier you will be required to correct deficiencies identified during testing that include but are not limited to the following. We anticipate these corrections will be implemented prior to final inspection/acceptance for delivery of the affected units. This is a sample list and not intended to reflect all issues identified during testing.

Per our conversation this afternoon, here are few discrepancies included in the preliminary test result. We are certain they will be included in the final test report:

- 1) MaxxPro (A5F1): one of the MaxxPro LOM kit front 24" light bar IR modules was damaged and had to be replaced during testing (we replaced this light on multiple occasions). Preliminary observations indicated that this was a systemic problem caused by the internal wiring. On March 19, 2009, LOM sent two Engineers to fix the problem. However, they were sent back because the technical performance test had already started.
- 2) Some of the LOM kit cable harnesses will have to be re-routed to prevent future wire damage. etc.

The Final Test Report will detail all the discrepancies, including the few listed above for both kits. LOM is responsible for correcting these deficiencies prior to government inspection and acceptance.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	2
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 29-May-2009	4. REQUISITION/PURCHASE REQ. NO. M9545008RC76722		5. PROJECT NO.(If applicable)	
6. ISSUED BY M67854 - MARINE CORPS SYSTEMS COMMAND 2200 LESTER STREET QUANTICO VA 22134	CODE M67854	7. ADMINISTERED BY (If other than item 6) COMMANDING GENERAL MARINE CORPS SYSTEMS COMMAND ATTN: MRAP/CARL V. BRADSHAW 2200 LESTER STREET QUANTICO VA 22134-5010		CODE	M67854
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOM, LLC SUZETTE WEBB 401 NORTH MICHIGAN AVENUE CHICAGO IL 60611-5505			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. M67854-08-D-5010	
			X	10B. DATED (SEE ITEM 13) 30-May-2008	
CODE 4VBX6	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: barronw 093106 Exercise Option 01					
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) RICHARD A. AUGSBURGER / PCO TEL: 540-242-7368 EMAIL: Richard.Augsburger@USMC.Mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 29-May-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The purpose of this modification is to exercise option period 01, establish delivery schedule, and to correct FAR 52.216-18 ordering period/ 52.216-22 indefinite quantity.

A. In accordance with FAR 52.217-9 Option Period 01 (01 June 2009 – 31 May 2010) is hereby exercised.

CLINS 1001 – 1013

The option status has changed from Option to Option Exercised

B. The following Delivery Schedule has been added:

CLINS 0001 – 0014 01 June 2008 – 31 May 2009

CLINS 1001 – 1013 01 June 2009 – 31 May 2010

CLINS 2001 – 2013 01 June 2010 – 31 May 2011

C. Correct FAR 52.216-18 and 52.216-22 to reflect the following:

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from JUNE 01, 2008 through MAY 31, 2011

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after MAY 31, 2011.

(End of clause)

D. All other terms and conditions shall remain unchanged.

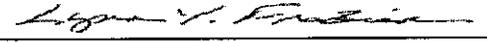
(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	2
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 30-Jun-2009	4. REQUISITION/PURCHASE REQ. NO. M9545008RC76722		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE COMMANDING GENERAL MARINE CORPS SYSTEMS COMMAND ATTN: MRAP/CARL V. BRADSHAW 2200 LESTER STREET QUANTICO VA 22134-5010	M67854	7. ADMINISTERED BY (If other than item 6) CODE See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOM, LLC SUZETTE WEBB 401 NORTH MICHIGAN AVENUE CHICAGO IL 60611-5505			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. M67854-08-D-5010		
			X 10B. DATED (SEE ITEM 13) 30-May-2008		
CODE 4VBX6	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a) - Supplemental Agreement					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: brittonm093492 The purpose of this modification is to realign funds from SUBCLINS 0010AA, 0010AB, 0011AA, and 0011AB to CLIN 0014 (NRE). All other terms and conditions remain unchanged.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CARL V. BRADSHAW / CONTRACTING OFFICER TEL: 540-242-3035 EMAIL: carl.bradshaw@usmc.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Carl V. Bradshaw</i> (Signature of Contracting Officer)		16C. DATE SIGNED 30-Jun-2009	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				J	1 8
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 20-May-2009	4. REQUISITION/PURCHASE REQ. NO. M9545008RC76722		5. PROJECT NO. (If applicable)
6. ISSUED BY MARCORSYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050		CODE M67854	7. ADMINISTERED BY (If other than item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60005-2451		CODE S1403A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOM, LLC SUZETTE WEBB 401 NORTH MICHIGAN AVENUE CHICAGO IL 60611-5505				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-08-D-5010	
				X 10B. DATED (SEE ITEM 13) 30-May-2008	
CODE 4VBX6		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
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 <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.) Modification Control Number: barronw 092958 ** SEE SCHEDULE **					
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)		
			LYNN FRAZIER / CONTRACTING OFFICER TEL: 540-242-3028 EMAIL: lynn.frazier@usmc.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			BY  (Signature of Contracting Officer)		21-May-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The purpose of this modification is to make the following changes:

1. Revise Section G – Contract Administration Data under G1 Points of Contact, to change the Contract Administration Office information to DCMA Chicago.
2. Revise Section G – Contract Administration Data under G3 – Requests for Payment, to change Point of Contact information for Wide Area Workflow (WAWF) to ensure appropriate acceptance/approvals are received.
3. Revise Section I to add FAR Clauses 52.246-1, and 52.246-2 in full text which was inadvertently omitted from the basic contract. These clauses allow for periodic compliance and quality inspections.

SECTION G – CONTRACT ADMINISTRATION DATA:

Revise G1 and G3 to read as follows:

G1 POINTS OF CONTACT

- a) Contract Administration Office:

Contract administration functions (see FAR 42.302, DFAR 242.302).

Defense Contract Management Agency (DCMA)

Chicago

ATTN: Mr. Chuck Carlson

1523 West Central Road

Bldg 203

Arlington Heights, IL 60005-2451

E-mail: chuck.carlson@dcma.mil

Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202): NONE

G3 REQUESTS FOR PAYMENT

WAWF INSTRUCTIONS TO CONTRACTORS

ELECTRONIC INVOICING PROCEDURES (MARCORSYSCOM Feb 2006)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2007)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of contract (POC) is designated in Central Contractor Registration at <http://www.ccr.gov> and (ii) register to use WAWF-RA at the <https://wawf.eb.mil/> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the <https://wawf.eb.mil/>.

Questions regarding invoices can be directed to the Project Officer listed in the G.1 Government Points of Contact section herein. When submitting invoices, please utilize the "Send Additional Emails" option to notify the following MRAP team members that a new WAWF invoice has been submitted.

Alan Peets: alan.peets@usmc.mil

Penny Whetzler: penny.whetzler@usmc.mil

In addition to the requirements of the Prompt Payment Clause of this contract, the contractor shall cite on each WAWF invoice the contract line number (CLIN); The contract sub-line item number (SubCLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

The contractor is directed to use the "2 -in-1" format when processing invoices for services and the "Combo" for supplies. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC M67854 and applicable extension PG15 (i.e., M67854PG15) as the DODAAC for all shipping addresses.

To expedite payment, when submitting invoices for payment the contractor is advised to check the applicable box to notify the Government point of contact electronically of an invoice submission.

DFAS-COLUMBUS CENTER
DFAS-CO/WEST ENTITLEMENT OPERATIONS
P.O. BOX 182381
Attn: Kansas - M67443
COLUMBUS OH 43218-2381

PHONE: 1-800-756-4571 Option #1 then #1 or #2

WAWF: <https://wawf.eb.mil>

VPIS: <https://WWW.dfas.mil/money/vendor>

Data entry information in WAWF:
Payment Office DoDAAC: HQ0339
Issue By DoDAAC: M67854
Admin Office DoDAAC: S1403A
Service Acceptor DoDAAC: M67854
Contract Number: M67854-08-D-5010

Before closing out of an invoice session in WAWF-RA, but after submitting your document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on "Send Additional Email Notifications" block on the page that appears. Add the primary point of contact's email address (provided above) in the first email address block and add the alternate point of contact's email address in the following block. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

Clause 252.211-7003 is incorporated in Section I of this contract. WAWF is the accepted submission method for reporting data contained within the clause. To facilitate timely government reporting ensure the following data fields are populated within the UID tab:

- * Enterprise ID
- * Agency Code
- * UID type
- * Origin Part No.
- * Lot/Batch
- * Current Part Number

- * Current Part Number Cost
- * Current Part Effective Date
- * Original Manufactures Code
- * Original Manufactures Identification
- * UID Number
- * Serial Number

SECTION I – CLAUSES INCORPORATED BY FULL TEXT

ADD the following Clauses:

52.246-1 Contractor Inspection Requirements.

As prescribed in 46.301, insert the following clause:

CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

(End of clause)

52.246-2 Inspection of Supplies—Fixed-Price.

As prescribed in 46.302, insert the following clause:

INSPECTION OF SUPPLIES—FIXED-PRICE (AUG 1996)

(a) *Definition.* "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before

acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e)(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may

require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i)(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time—

(i) When Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract; and

(ii) When the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall

not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such

portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in paragraph (l)(1) or (l)(2) of this clause and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(End of clause)

Alternate I (July 1985). If a fixed-price incentive contract is contemplated, substitute paragraphs (g), (h), and (l) below for paragraphs (g), (h), and (l) of the basic clause.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required shall disclose the corrective action taken. Cost of removal, replacement, or correction shall be considered a cost incurred, or to be incurred, in the total final negotiated cost fixed

under the incentive price revision clause. However, replacements or corrections by the Contractor after the establishment of the total final price shall be at no increase in the total final price.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and equitably reduce the target price or, if

established, the total final price or (2) may terminate the contract for default. Unless the Contractor corrects or replaces the nonconforming supplies within the delivery schedule, the Contracting Officer may require their delivery and equitably reduce any target price or, if it is established, the total final contract price. Failure to agree upon an equitable price reduction shall be a dispute.

* * * * *

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in any target price or, if it is established, the total final price of this contract, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in any target price, or, if it is established, the total final price of this contract, if the Contractor fails to meet such delivery schedule; or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the total final price as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation costs from the original point of delivery to the Contractor's plant and return to the

original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in paragraph (l)(1) or (l)(2) of this clause and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and equitably reduce any target price or, if it is established, the total final price of this contract.

Alternate II (July 1985). If a fixed-ceiling-price contract with retroactive price redetermination is contemplated, substitute paragraphs (g), (h), and (l) below for paragraphs (g), (h), and (l) of the basic clause:

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required shall disclose the corrective action taken. Cost of removal, replacement, or correction shall be considered a cost incurred, or to be incurred, when redetermining the prices under the price redetermination clause. However, replacements or corrections by the Contractor after the establishment of the redetermined prices shall be at no increase in the redetermined price.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and equitably reduce the initial contract prices or, if established, the redetermined contract prices or (2) terminate the contract for default. Unless the

Contractor corrects or replaces the nonconforming supplies within the delivery schedule, the Contracting Officer may require

their delivery and equitably reduce the initial contract price or, if it is established, the redetermined contract prices. Failure to agree upon an equitable price reduction shall be a dispute.

* * * * *

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in the initial contract prices, or, if it is established, the redetermined prices of this contract, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in the initial contract prices, or, if it is established, the redetermined prices of this contract, if the Contractor fails to meet such delivery schedule; or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the initial contract prices, or, if it is established, the redetermined prices of this contract, as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation costs from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in paragraph (l)(1) or (l) (2) of this clause and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt

of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and equitably reduce the initial contract prices, or, if it is established, the redetermined prices of this contract.

END OF CLAUSE

The contract value remains unchanged at \$149,729,992.90

All terms and conditions remain unchanged and in full force and effect.

END OF MODIFICATION