

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J - FFP	PAGE OF PAGES 1 of 7
2. AMENDMENT/MODIFICATION NO. P00013		3. EFFECTIVE DATE 15 MAY 2020	4. REQUISITION/PURCHASE REQ.NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY AFLCMC/HIK		CODE FA8771	7. ADMINISTERED BY (If other than Item 6) CODE FA8732	
DEPARTMENT OF THE AIR FORCE (AFMC) AFLCMC/HIK 490 EAST MOORE DR., SUITE 130 MAFB - GUNTER ANNEX AL 36114-3000 BRADLEY J. KASSHA 334-416-7165 bradley.kassha.2@us.af.mil		DEPARTMENT OF THE AIR FORCE (AFMC) AFLCMC/HIK 490 EAST MOORE DRIVE SUITE 270 MAFB-GUNTER ANNEX AL 36114-3000		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TYTO ATHENE, LLC 510 SPRING ST STE 200 HERNDON VA 20170-5148 (703) 885-7900			(X)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. FA8732-15-D-0035
CODE 0TPR9 FACILITY CODE				10B. DATED (SEE ITEM 13) 15 MAY 2015
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 Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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 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 MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: ( ) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X	D. OTHER (Specify type of modification and authority) Unilateral IAW FAR 43.103(b)(3); FAR 52.217-9 Option to Extend the Term of the Contract			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return <u>0</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Exercise Option Period Three (15 May 2020 through 14 May 2021). See Schedule for details.				
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 SIGNER (Type or print)	
			TIMOTHY H. DOWLING Contracting Officer	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
			//signed//	05 MAY 2020
_____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)	

The purpose of this modification is to exercise Option Period Three (15 May 2020 through 14 May 2021) of the contract in accordance with FAR 52.217-9, Option to Extend the Term of the Contract. Option Period Three of the contract is hereby exercised.

All other terms and conditions remain unchanged.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**OPTION PERIOD 3**

- |             |   |
|-------------|---|
| <b>3100</b> | CLIN Establish<br><i>Noun:</i> NETWORK CENTRIC SOLUTIONS<br><i>PSC:</i> D316<br><i>Contract type:</i> J - FIRM FIXED PRICE<br><i>Completion Date:</i> ASREQ<br><i>Descriptive Data:</i> |
|-------------|---|
- A. The contractor shall provide solutions to complete the requirements IAW the PWS of the basic contract (Section J, Atch 1) and individual task orders.
  - B. The Products proposed to make up these solutions shall be priced under CLIN 3600 on a cost reimbursable basis.
  - C. ODCs and travel shall be priced separately under CLIN(s) 3600 and 3700.
  - D. Contract type shall be Firm-Fixed Price (FFP), Fixed-Price Incentive (Firm Target/Successive Target) or Fixed Price Award Fee (FPAF).
    - Incentive: To be proposed
    - Award Fee: To be proposed
  - E. Ordering Period: Effective date of option period through one (1) year.
  - F. Period of Performance: To be cited in each individual task order.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**OPTION PERIOD 3**

**3200** CLIN Establish  
*Noun:* NETWORK CENTRIC SOLUTIONS  
*PSC:* D316  
*Contract type:* J - FIRM FIXED PRICE  
*Completion Date:* ASREQ  
*Descriptive Data:*  
 A. The contractor shall provide a wide range of solutions to complete the requirements IAW the PWS of the basic contract (Section J, Atch 1) and as cited in each individual task order.  
  
 B. The Products proposed to make up these solutions shall be priced under CLIN 3600 on a cost reimbursable basis.  
  
 C. ODCs and travel shall be priced separately under CLIN(s) 3600 and 3700.  
  
 D. Contract type shall be Cost-Plus Fixed Fee (CPFF), Cost-Plus-Incentive Fee (CPIF), or Cost-Plus Award Fee (CPAF.)  
  
     Fixed-Fee: To be proposed  
     Incentive Fee: To be proposed  
     Award Fee: To be proposed  
  
 E. Ordering Period: Effective date of option period through one (1) year.  
  
 F. Period of Performance: To be cited in each individual task order.

**OPTION PERIOD 3**

**3300** CLIN Establish  
*Noun:* NETWORK CENTRIC SERVICES  
*PSC:* D316  
*Contract type:* J - FIRM FIXED PRICE  
*Completion Date:* ASREQ  
*Descriptive Data:*  
 A. The contractor shall provide labor hours IAW the PWS (Section J, Atch 1) of the basic contract and as cited in each individual task order. The contractor shall provide labor categories and rates IAW Section J, Atch 5, and as cited in each individual task order.  
  
 B. Contract type shall be Labor Hour.  
  
 C. ODCs and travel shall be priced separately under CLIN(s) 3600 and 3700.  
  
 D. Ordering Period: Effective date of option period through one (1) year.  
  
 E. Period of Performance: To be cited in each individual task order.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**OPTION PERIOD 3**

**3400**

CLIN Establish

*Noun:* DATA  
*PSC:* D316  
*NSN:* N - Not Applicable  
*DD1423 is Exhibit:* A  
*Contract type:* J - FIRM FIXED PRICE  
*Inspection:* DESTINATION  
*Acceptance:* DESTINATION  
*FOB:* DESTINATION

*Descriptive Data:*

A. The Contractor shall deliver data in accordance with and as specified in Section J, Exhibit A (Contract Data Requirements List (CDRL)) and as specified in individual task orders.

B. This CLIN is Not Separately Priced (NSP). Price is included in CLIN 3100, CLIN 3200, and CLIN 3300.

C. Ordering Period: Effective date of option period through one (1) year.

D. Period of Performance: To be cited in each individual task order.

**OPTION PERIOD 3**

**3500**

CLIN Establish

*Noun:* WARRANTY  
*PSC:* D316  
*Contract type:* J - FIRM FIXED PRICE  
*Completion Date:* ASREQ

*Descriptive Data:*

A. The contractor shall provide a warranty, in lieu of or in addition to the standard warranty, IAW each individual task order and the basic contract on an as-required basis. Warranty options include: System Warranties, Workmanship and Construction Warranties, and/or extended product warranties.

B. Contract type shall be Firm Fixed Price (FFP).

C. Ordering Period: Effective date of option period through one (1) year.

D. Period of Performance: To be cited in each individual task order.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**OPTION PERIOD 3**

**3600**

CLIN Establish

*Noun:*

OTHER DIRECT COSTS

*PSC:*

D316

*NSN:*

N - Not Applicable

*Contract type:*

S - COST

*Inspection:*

DESTINATION

*Acceptance:*

DESTINATION

*FOB:*

DESTINATION

*Descriptive Data:*

A. The contractor shall provide other direct costs as specified in each task order and the basic contract.

(1) No profit shall be paid on purchases made under this CLIN; however, DCAA approved burden rates are authorized.

(2) ODCs must be purchased in accordance with the Contractor's approved purchasing system, as applicable.

(3) The products proposed to make up the solutions in CLINs 3100 and 3200 shall be purchased in-

accordance-with Section J, Attachment 1, paragraph 3.5.1 of the Performance Work Statement

(PWS) of this contract.

B. The contractor will provide ODCs on a cost reimbursable basis only.

C. Ordering Period: Effective date of option period through one (1) year.

D. Period of Performance: To be cited in each individual task order.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**OPTION PERIOD 3**

**3700** CLIN Establish  
*Noun:* TRAVEL  
*PSC:* D316  
*Contract type:* S - COST  
*Completion Date:* ASREQ  
*Descriptive Data:*  
 A. The contractor shall provide travel IAW the PWS (Section J, Atch 1) of the basic contract and as cited in each individual task order.  
 B. Trips must be in direct support of task order efforts.  
 C. The contractor will provide travel on a cost reimbursable basis.  
 D. No profit shall be paid on purchases under this CLIN; however, DCAA approved burden rates are authorized  
 E. Ordering Period: Effective date of award through one (1) year.  
 F. Period of Performance: To be cited in each individual task order.

**For Awardees Added During On Ramp Competitions**

**3800** CLIN Establish  
*Noun:* NETCENTS-2 POST AWARD CONFERENCE  
*PSC:* D316  
*Contract type:* S - COST  
*Completion Date:* ASREQ  
*Descriptive Data:*  
 A. This **ONE-TIME USE** CLIN is established to meet the minimum order requirements (\$2,500.00) as stated in clause B061 of this Indefinite Delivery Indefinite Quantity contract. The exercising of option periods for existing ID/IQ contract holders shall not reestablish contract minimum amounts.  
 B. The contractor shall attend the NETCENTS-2 Post Award Conference in Montgomery, AL on date/time specified upon task order award.  
 C. In accordance with H103, in the event that an on ramp occurs, this CLIN will also be utilized for new contract awardees. **The ordering period for new contractors being added to the initial awardee pool will coincide with initial awardees ordering period, inclusive of options, but shall not extend the overall term of the contract beyond the original ordering period or period of performance inclusive of options.**

