

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT   |   |   | 1. CONTRACT ID CODE<br>J - FFP      | PAGE OF PAGES<br>1 of 7                                     |
|--|---|---|-------------------------------------|---|
| 2. AMENDMENT/MODIFICATION NO.<br>P00012  | 3. EFFECTIVE DATE<br>02 APR 2019  | 4. REQUISITION/PURCHASE REQ.NO.   |                                     | 5. PROJECT NO. (If applicable)                              |
| 6. ISSUED BY AFLCMC/HIAK   | CODE FA8732   | 7. ADMINISTERED BY (If other than Item 6)   |                                     | CODE FA8732   |
| DEPARTMENT OF THE AIR FORCE (AFMC)<br>AFLCMC/HIK<br>490 EAST MOORE DR., SUITE 130<br>MAFB - GUNTER ANNEX AL 36114-3000<br>AUDREY M. ROBINSON (334) 416-5506<br>audrey.robinson.2@us.af.mil   |   | DEPARTMENT OF THE AIR FORCE (AFMC)<br>AFLCMC/HIK<br>490 EAST MOORE DRIVE SUITE 270<br>MAFB-GUNTER ANNEX AL 36114-3000 |                                     |   |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br>EPSILON SYSTEMS SOLUTIONS, INC.<br>9242 LIGHTWAVE AVENUE, SUITE 100<br>SAN DIEGO CA 92123-6404<br>(619) 702-1700  |   |   | (X)                                 | 9A. AMENDMENT OF SOLICITATION NO.                           |
|  |   |   |                                     | 9B. DATED (SEE ITEM 11)                                     |
|  |   |   | X                                   | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>FA8732-14-D-0011 |
|  |   |   |                                     | 10B. DATED (SEE ITEM 13)<br>02 APR 2014                     |
| CODE 1HQ30   | FACILITY CODE   |   |                                     |   |
| <b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>   |   |   |                                     |   |
| <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.<br>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:<br>(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)  |   |   |                                     |   |
| <b>13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>   |   |   |                                     |   |
| (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)<br>FAR 52.217-9, Option to Extend the Term of the Contract  |   |                                     |   |
| E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, _____ 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.)<br>Exercise Option Period Two (02 April 2019 through 01 April 2020)<br>(See continuation of ITEM 14 on page 2, SCHEDULE OF CHANGES)  |   |   |                                     |   |
| 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)<br>TIMOTHY H. DOWLING<br>Contracting Officer                            |                                     |   |
| 15B. CONTRACTOR/OFFEROR  | 15C. DATE SIGNED  | 16B. UNITED STATES OF AMERICA<br><br>//signed//<br><br>BY _____<br>(Signature of Contracting Officer)                 | 16C. DATE SIGNED<br><br>25 MAR 2019 |   |
| _____<br>(Signature of person authorized to sign)  |   |   |                                     |   |

The purpose of this modification is to exercise Option Period Two (02 April 2019 through 01 April 2020) of the contract in accordance with FAR 52.217-9, Option to Extend the Term of the Contract. Option Period Two of the contract is hereby exercised.

All other terms and conditions remain unchanged.

| ITEM | SUPPLIES OR SERVICES | Qty<br>Purch Unit | Unit Price<br>Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

**OPTION PERIOD 2**

**2010**

CLIN Establish

*Noun:* NETWORK CENTRIC SOLUTIONS

*PSC:* D316

*Contract type:* J - FIRM FIXED PRICE

*Start Date:* ASREQ

*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 2060 on a cost reimbursable basis.

C. ODCs and travel shall be priced separately under CLIN(s) 2060 and 2070.

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.

G. When it is determined that the principal purpose of the requirements falling within the scope of this basic contract are for an end item of supply, this CLIN may be used at the task order level and coded as a supply. The applicable supply clauses must be identified in the task order Request for Proposal (RFP) and any resulting task order. The Service Contract Act (SCA) does not apply. The Walsh Healy Act may apply.

| ITEM | SUPPLIES OR SERVICES | Qty<br>Purch Unit | Unit Price<br>Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

**OPTION PERIOD 2**

**2020**

CLIN Establish

*Noun:* NETWORK CENTRIC SOLUTIONS

*PSC:* D316

*Contract type:* S - COST

*Start Date:* 02 APR 2019

*Completion Date:* 01 APR 2020

*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 2060 on a cost reimbursable basis.

C. ODCs and travel shall be priced separately under CLIN(s) 2060 and 2070.

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.

G. When it is determined that the principal purpose of the requirements falling within the scope of this basic contract are for an end item of supply, this CLIN may be used at the task order level and coded as a supply. The applicable supply clauses must be identified in the task order Request for Proposal (RFP) and any resulting task order. The Service Contract Act (SCA) does not apply. The Walsh Healy Act may apply.

| ITEM | SUPPLIES OR SERVICES | Qty<br>Purch Unit | Unit Price<br>Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

**OPTION PERIOD 2**

**2030** CLIN Establish  
*Noun:* NETWORK CENTRIC SERVICES  
*PSC:* D316  
*Contract type:* Z - LABOR HOUR  
*Start Date:* ASREQ  
*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) 2060 and 2070.  
 D. Ordering Period: Effective date of option period through one (1) year.  
 E. Period of Performance: To be cited in each individual task order.

**OPTION PERIOD 2**

**2040** 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 cited in each individual task order.  
 B. This CLIN is Not Separately Priced (NSP). Price is included in CLIN 2010, 2020, and CLIN 2030.  
 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<br>Purch Unit | Unit Price<br>Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

**OPTION PERIOD 2**

**2050** CLIN Establish

*Noun:* WARRANTY

*PSC:* D316

*Contract type:* J - FIRM FIXED PRICE

*Start Date:* ASREQ

*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.

**OPTION PERIOD 2**

**2060** CLIN Establish

*Noun:* OTHER DIRECT COSTS (ODCS)

*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 2010 and 2020 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<br>Purch Unit | Unit Price<br>Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

**OPTION PERIOD 2**

**2070** CLIN Establish  
*Noun:* TRAVEL  
*PSC:* D316  
*Contract type:* S - COST  
*Start Date:* ASREQ  
*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 option period through one (1) year.  
 F. Period of Performance: To be cited in each individual task order.

**FOR AWARDEES ADDED DURING ON-RAMP COMPETITIONS**

**2080** RESERVED CLIN (service)  
*Noun:* NETCENTS-2 POST AWARD CONFERENCE  
*PSC:* D316  
*Descriptive Data:*  
 A. This **ONE-TIME USE** CLIN is established to meet the minimum order requirements (\$2500.00) 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 re-establish 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.**

| ITEM | SUPPLIES OR SERVICES | Qty<br>Purch Unit | Unit Price<br>Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

**OPTION PERIOD 2 - SB GRADUATE DATA SUBMISSION**

**2085**

CLIN Establish

*Noun:* SB GRADUATE DATA SUBMISSION

*PSC:* D316

*NSN:* N - Not Applicable

*DD1423 is Exhibit:* B

*Contract type:* J - FIRM FIXED PRICE

*Inspection:* DESTINATION

*Acceptance:* DESTINATION

*FOB:* DESTINATION

*Descriptive Data:*

A. This **ONE-TIME USE CLIN** is established for small business companion contractors who are unable to recertify as a small business concern as stated in clause H139, and who elect to transition into the UNRESTRICTED multiple award ID/IQ contract pool for NetOps and Infrastructure Solutions.

B. This **ONE-TIME USE CLIN** provides certain small business companion contractors the opportunity to be considered for award of CLINs 3100-3700 and 4100-4700 (if exercised) as stated in clause H139 of this Indefinite Delivery/Indefinite Quantity contract.

C. The Contractor shall deliver data in accordance with and as specified in Section J, Exhibit B (Contract Data Requirements List (CDRL), CDRL B001, Small Business Graduate Data Submission Instructions.

D. This CLIN is Not Separately Priced (NSP).