

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE J - FFP	PAGE OF PAGES 1 of 7
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 31 MAR 2015		4. REQUISITION/PURCHASE REQ.NO.	
6. ISSUED BY AFPEO ESC/HICK		CODE FA8732		5. PROJECT NO. (If applicable)	
DEPARTMENT OF THE AIR FORCE (AFMC) AFLCMC/HIK 501 EAST MOORE DRIVE, BLDG. 884 MAFB - GUNTER ANNEX AL 36114-3000 ADAM T. GOLDEN 334 416-4506 adam.golden.1@us.af.mil		7. ADMINISTERED BY (If other than Item 6)		CODE FA8732	
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) NORTHROP GRUMMAN SYSTEMS CORPORATION NORTHROP GRUMMAN INFORMATION SYSTEMS 2340 DULLES CORNER BLVD HERNDON VA 20171-3400 (703) 561-4817				(X)	9A. AMENDMENT OF SOLICITATION NO.
					9B. DATED (SEE ITEM 11)
				X	10A. MODIFICATION OF CONTRACT/ORDER NO. FA8732-14-D-0028
					10B. DATED (SEE ITEM 13) 15 JUL 2014
CODE 5V1X2	FACILITY CODE 23991				
<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. 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)					
<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) FAR 43.103(a), Mutual Agreement between Both Parties				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) 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 SIGNER (Type or print)		
			KAMEKE P. MITCHELL Contracting Officer		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
				//signed//	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)	
				31 MAR 2015	

A. The purpose of this modification is to change the period of performance for this contract

**FROM:**

15 July 2014 through three (3) years.

**TO:**

31 March 2015 through three (3) years.

This results in CLINs 0100-0700 being updated.

B. Clause F002 is also updated to the following

**F002 PERIOD OF PERFORMANCE (FEB 1997)**

(a) ID/IQ contract ordering period: The ordering period for orders shall be from 31 March 2015 for a three year basic period and four one year option period(s), if exercised.

(b) Task Order Period of Performance: Task Orders may be issued during any of the contract years. The performance period for each task order shall be cited in each individual task order and may extend beyond the expiration date of this ID/IQ contract. Task orders shall be priced according to the applicable year rates for the task orders period of performance.

The total duration of any task orders issued under this basic contract, shall not exceed five (5) years, including all option periods.

The period of performance for any task order shall not exceed more than 3 years beyond the last day of the basic contract ordering period (e.g., a task order issued on the last day of the ordering period of the basic contract could have a 1 year base period and two 1-year option periods).

C. Clause G020 is updated to the following

**G020 ADMINISTRATIVE MATTERS (JUN 2009)**

(a) The address and telephone number of the PCO is:

AFLCMC/HIK  
Attn: Kameke P. Mitchell, NETCENTS-2 Application Services PCO  
501 East Moore Drive, Bldg 884, Room 1400  
MAFB-Gunter Annex, AL 36114  
Phone: (334) 416-5506

(b) After completion of contract award, the ACO will be specified in Block 24 of SF 33.

(c) The Contractor shall provide a copy of any correspondence (relating to a contractual matter) received from any Government activity involved with this contract to the PCO and ACO.

D. The following clauses have been updated:

52.219-08  
52.219-09 ALT II  
52.219-28  
52.222-35  
52.222-35 ALT I

52.222-36  
52.222-36 ALT I  
52.222-37  
52.223-16  
52.223-16 ALT I  
52.228-03  
52.232-17  
52.244-06  
52.245-01  
52.245-01 ALT I  
52.245-09  
252.203-7000  
252.211-7007  
252.219-7003  
252.219-7004  
252.223-7006  
252.225-7013  
252.225-7021  
252.229-7001  
252.229-7001 ALT I  
252.235-7011  
5352.201-9101

E. The following clause has been deleted:

52.204-11

F. The following clauses have been added:

252.203-7998  
252.204-7012

G. All other terms and conditions from the original contract remain unchanged.

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

**0100** CLIN Change  
*Noun:* NETWORK CENTRIC SOLUTIONS  
*PSC:* **D314**  
*Contract type:* J - FIRM FIXED PRICE  
*Start Date:* ASREQ  
*Completion Date:* ASREQ  
*Descriptive Data:*  
**A. The contractor shall provide a wide range of solutions IAW the PWS (Section J, Attachment 1), of the basic contract and as cited in each individual task order.**  
  
**B. The Products proposed to make up these solutions shall be priced under CLIN 0600 on a cost reimbursable basis.**  
  
**C. ODCs and travel shall be priced separately under CLIN(s) 0600 and 0700.**  
  
**D. Contract Type shall be Firm-Fixed Price (FFP), Fixed-Price Incentive (Firm/Successive Target) or Fixed-Price Award Fee (FPAF).**  
  
**Incentive: To be proposed**  
**Award Fee: To be proposed**  
  
**E. Ordering Period: 31 March 2015 through three (3) years.**  
  
**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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**BASE PERIOD**

**0200** CLIN Change  
*Noun:* NETWORK CENTRIC SOLUTIONS  
*PSC:* **D314**  
*Contract type:* S - COST  
*Start Date:* ASREQ  
*Completion Date:* ASREQ  
*Descriptive Data:*  
**A. The contractor shall provide a wide range of solutions IAW the PWS (Section J, Attachment 1), of the basic contract and as cited in each individual task order.**  
  
**B. The Products proposed to make up these solutions shall be priced under CLIN 0600 on a cost reimbursable basis.**  
  
**C. ODCs and travel shall be priced separately under CLIN (s) 0600 and 0700.**  
  
**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: 31 March 2015 through three (3) years.**  
  
**F. Period of Performance: To be cited in each individual task order.**

**BASE PERIOD**

**0300** CLIN Change  
*Noun:* NETWORK CENTRIC SERVICES  
*PSC:* **D314**  
*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, Attachment 1), the basic contract and as cited in each individual task order. The contractor shall provide Labor Categories and Rates IAW Section J, Attachment 5 and as cited in each individual task order.**  
  
**B. Contract Type shall be Labor Hours.**  
  
**C. ODCs and travel shall be priced separately under CLIN(s) 0600 and 0700.**  
  
**D. Ordering Period: 31 March 2015 through three (3) years.**  
  
**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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**BASE PERIOD**

**0400** CLIN Change  
*Noun:* DATA  
*PSC:* **D314**  
*NSN:* N - Not Applicable  
*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 (Contractor 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 0100, CLIN 0200 and CLIN 0300.**  
  
**C. Ordering Period: 31 March 2015 through three (3) years.**  
  
**D. Period of Performance: To be cited in each individual task order.**

**BASE PERIOD**

**0500** CLIN Change  
*Noun:* WARRANTY  
*PSC:* **D314**  
*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 Warranties and/or extended product warranties.**  
  
**B. Contract Type shall be Firm Fixed Price (FFP).**  
  
**C. Ordering Period: 31 March 2015 through three (3) years.**  
  
**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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**BASE PERIOD**

**0600** CLIN Change  
*Noun:* OTHER DIRECT COSTS (ODC)  
*PSC:* **D314**  
*NSN:* N - Not Applicable  
*Contract type:* S - COST  
*Inspection:* DESTINATION  
*Acceptance:* DESTINATION  
*FOB:* DESTINATION  
*Descriptive Data:*  
**A. The contractor shall provide other direct ODC(s) as cited in each individual 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 solutions in CLINs 0100 and 0200 shall be purchased from the NETCENTS-2 Netcentric Products contract. In addition, IAW the Para 4.1 of the PWS, the contractor shall provide at least two quotes as proof of price reasonableness.**

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

**C. Ordering Period: 31 March 2015 through three (3) years.**

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

**BASE PERIOD**

**0700** CLIN Change  
*Noun:* TRAVEL  
*PSC:* **D314**  
*Contract type:* S - COST  
*Start Date:* ASREQ  
*Completion Date:* ASREQ  
*Descriptive Data:*  
**A. The contractor shall provide travel IAW the PWS (Section J, Attachment 1), 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. Ordering Period: 31 March 2015 through three (3) years.**

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