

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT   |   |                                  |  | 1. CONTRACT ID CODE<br>J - FFP | PAGE OF PAGES<br>1 of 3                                     |
|--|---|----------------------------------|--|--------------------------------|---|
| 2. AMENDMENT/MODIFICATION NO.<br>P00012  |   | 3. EFFECTIVE DATE<br>20 DEC 2016 | 4. REQUISITION/PURCHASE REQ.NO.  |                                | 5. PROJECT NO. (If applicable)                              |
| 6. ISSUED BY AFLCMC/HICK   |   | CODE FA8771                      | 7. ADMINISTERED BY (If other than Item 6)  |                                | CODE FA8771   |
| DEPARTMENT OF THE AIR FORCE (AFMC)<br>AFLCMC/HIK<br>490 EAST MOORE DR., SUITE 270<br>MAFB - GUNTER ANNEX AL 36114-3000<br>MANIVANH S. MUNDY 334-416-3089<br>manivanh.mundy@us.af.mil   |   |                                  | DEPARTMENT OF THE AIR FORCE (AFMC)<br>AFPEO/EIS (ESC/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>ARRAY INFORMATION TECHNOLOGY, INC.<br>ARRAY<br>7474 GREENWAY CENTER DR STE 600<br>GREENBELT MD 20770-3523<br>(301) 345-8188   |   |                                  |  | (X)                            | 9A. AMENDMENT OF SOLICITATION NO.                           |
|  |   |                                  |  |                                | 9B. DATED (SEE ITEM 11)                                     |
|  |   |                                  |  | X                              | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>FA8771-12-D-1011 |
|  |   |                                  |  |                                | 10B. DATED (SEE ITEM 13)<br>21 JUN 2012                     |
| CODE 3CY03   |   | 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). |                                  |  |                                |   |
| X  | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br>10 U.S.C. 2304(c)(1)  |                                  |  |                                |   |
|  | 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.)<br>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)  |                                |   |
|  |   |                                  | FRANCINE N. NIX<br>Contracting Officer   |                                |   |
| 15B. CONTRACTOR/OFFEROR  |   | 15C. DATE SIGNED                 | 16B. UNITED STATES OF AMERICA  |                                | 16C. DATE SIGNED  |
|  |   |                                  | //signed//   |                                | 20 DEC 2016   |
| _____<br>(Signature of person authorized to sign)  |   |                                  | BY _____<br>(Signature of Contracting Officer)   |                                |   |

A. Purpose: This modification will increase the Netcents-2 (NC-2) Application Services Small Business (ASSB) Indefinite Delivery/Indefinite Quantity (ID/IQ)'s ceiling amount for the competitive pool (12 contracts) by \$800 Million from \$1.048 Billion (B) to \$1.848B.

B. Clause B035 Contract Type and clause B061 Contract Maximum and Contract Minimum Guarantee are hereby changed as follows:

**B035** was updated as follows:

**FROM:**

**B035 CONTRACT TYPE: LABOR- HOUR (Dec 2005)**

(a) The contractor shall furnish at the hourly rates stated in Section J, Attachment 5, and as cited in each individual task order Application Services small business companion contract Labor Categories and Rates all necessary and qualified personnel, managing and directing the same to complete labor hour CLIN(s) within the performance period as cited in each individual task order. In performance of these CLIN(s), the contractor shall be reimbursed for direct labor (exclusive of any work performed in an unpaid overtime status) at the hourly rates listed below.

CATEGORIES      HOURLY RATE

Section J, Attachment 5 and as cited in each individual task order.

(b) For the purposes of the clause of this contract entitled "Payments Under Time-and-Material and Labor-Hour Contracts," the total ceiling price of the CLIN(s) specified in paragraph (a) above is to be cited in each individual task order.

(c) The total value of the labor-hour CLIN(s) 0003, 1003, 2003, 3003, 3300, 4003, 4300 shall not exceed 10% of the \$1.048B ceiling for the Application Services small business companion contract. The Government has the unilateral right to restrict usage of the labor-hour CLIN(s).

*Applies to Labor-Hour CLIN(s) only.*

<end of clause>

**TO:**

**B035 CONTRACT TYPE: LABOR- HOUR (Dec 2005)**

(a) The contractor shall furnish at the hourly rates stated in Section J, Attachment 5, and as cited in each individual task order Application Services small business companion contract Labor Categories and Rates all necessary and qualified personnel, managing and directing the same to complete labor hour CLIN(s) within the performance period as cited in each individual task order. In performance of these CLIN(s), the contractor shall be reimbursed for direct labor (exclusive of any work performed in an unpaid overtime status) at the hourly rates listed below.

CATEGORIES      HOURLY RATE

Section J, Attachment 5 and as cited in each individual task order.

(b) For the purposes of the clause of this contract entitled "Payments Under Time-and-Material and Labor-Hour Contracts," the total ceiling price of the CLIN(s) specified in paragraph (a) above is to be cited in each individual task order.

(c) The total value of the labor-hour CLIN(s) 0003, 1003, 2003, 3003, 3300, 4003, 4300 shall not exceed 10% of the \$1.848B ceiling for the Application Services small business companion contract. The Government has the unilateral right to restrict usage of the labor-hour CLIN(s).

*Applies to Labor-Hour CLIN(s) only.*

<end of clause>

**B061** was updated as follows:

**FROM:**

**B061 CONTRACT MAXIMUM AND CONTRACT MINIMUM GUARANTEE (Nov 2009)**

(a) The maximum amount of this contract shall not exceed \$1.048B, which represents the maximum value of business opportunity available under NETCENTS-2 Application Services Small Business companion contract. The maximum ceiling amount of \$1.048B will be spread amongst all NETCENTS-2 Application Services Small Business ID/IQ contract holders via competition in accordance with clause H137, Task Order RFP Procedures.

(b) In accordance with AFFARS MP5316.504, an obligation will be recorded for the minimum for this contract, which is \$2,500.00 upon award of the ID/IQ for the NETCENTS-2 post award conference to each awardee. The exercise of the option periods shall not reestablish contract minimum amounts.

(c) The Government will not award individual CLINs in the RFP to any one contractor, but shall award ALL CLINs. Proposals for a single CLIN, or group thereof, shall be rejected.

<end of clause>

**TO:**

**B061 CONTRACT MAXIMUM AND CONTRACT MINIMUM GUARANTEE (Nov 2009)**

(a) The maximum amount of this contract shall not exceed \$1.848B, which represents the maximum value of business opportunity available under NETCENTS-2 Application Services Small Business companion contract. The maximum ceiling amount of \$1.848B will be spread amongst all NETCENTS-2 Application Services Small Business ID/IQ contract holders via competition in accordance with clause H137, Task Order RFP Procedures.

(b) In accordance with AFFARS MP5316.504, an obligation will be recorded for the minimum for this contract, which is \$2,500.00 upon award of the ID/IQ for the NETCENTS-2 post award conference to each awardee. The exercise of the option periods shall not reestablish contract minimum amounts.

(c) The Government will not award individual CLINs in the RFP to any one contractor, but shall award ALL CLINs. Proposals for a single CLIN, or group thereof, shall be rejected.

<end of clause>

C. All other terms and conditions remains the same.