

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J - FFP	PAGE OF PAGES 1 of 11
2. AMENDMENT/MODIFICATION NO. P00017	3. EFFECTIVE DATE 21 JUN 2018	4. REQUISITION/PURCHASE REQ.NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY AFLCMC/HIAK	CODE FA8771	7. ADMINISTERED BY (If other than Item 6)		CODE FA8771
DEPARTMENT OF THE AIR FORCE (AFMC) AFLCMC/HIK 490 EAST MOORE DR., SUITE 270 MAFB - GUNTER ANNEX AL 36114-3000 DAISY A. DIXON 334-416-6157 daisy.dixon@us.af.mil		DEPARTMENT OF THE AIR FORCE (AFMC) AFPEO/EIS (ESC/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) ARRAY INFORMATION TECHNOLOGY, INC. ARRAY 7474 GREENWAY CENTER DR STE 600 GREENBELT MD 20770-3523 (301) 345-8188		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. FA8771-12-D-1011	
			10B. DATED (SEE ITEM 13) 21 JUN 2012	
CODE 3CY03	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 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).			
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3) Reflect other agreements of the parties modifying the terms of contracts			
	D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor is not, X 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.) Exercise Option Period 4 & Update Clauses				
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) PATRICK J. KENNERSON Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  //signed//  BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED  29 MAY 2018	
_____ (Signature of person authorized to sign)				

The purpose of this modification is to Exercise Option Period Four, change Clause H140, incorporate clauses in Section I, and rescind FAR Clause 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Dec 2016).

A. In pursuant to FAR Clause 52.217-09, Option to Extend the Term of the Contract, the Government hereby exercises its option to extend the contract as follows:

- 1) Period of performance is 21 June 2018 through 30 March 2019.
- 2) The following CLINS: 4100, 4200, 4300, 4400, 4500, 4600 and 4700 are exercised.

B. Change paragraph 4 to Clause H140 Special Provisions for Small Business Companion Contract Awardees (Nov 2009) as follows:

**FROM:**

4. Once a small business companion contract holder transitions, that contractor will only compete for task orders in the unrestricted pool of awardees. The ordering period for small business companion contractors being added to the unrestricted pool will coincide with the unrestricted pool's period of performance, inclusive of options, but shall not extend the overall term of the contract beyond the original performance period nor shall it reestablish the contract base period, inclusive of options.

**TO:**

4. Once a small business companion contract holder transitions, that contractor will only compete for task orders in the unrestricted pool of awardees. **The period of performance and ordering period for small business companion contractors being added to the unrestricted pool will coincide with the unrestricted pool's period of performance and ordering period inclusive of options**, but shall not extend the overall term of the contract beyond the original performance period nor shall it reestablish the contract base period, inclusive of options.

C. The following contract clauses are hereby incorporated by reference in Section I:

**FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)
- 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)  
Para (b)(3). CO inserts info for obtaining posters. CO inserts info for obtaining posters. "to be cited in each individual task order"
- 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016)
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)
- 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016)
- 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
- 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
- 52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)
- 52.209-09 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

- 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)
- 52.210-01 MARKET RESEARCH (APR 2011)
- 52.219-06 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)
- 52.219-08 UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016)
- 52.222-03 CONVICT LABOR (JUN 2003)
- 52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (OCT 2016)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
- 52.222-26 EQUAL OPPORTUNITY (SEP 2016)
- 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)
- 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
- 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)
- 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)
- 52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015)
- 52.243-01 CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE V (APR 1984)
- 52.243-02 CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE V (APR 1984)

**DEFENSE FAR SUPP CONTRACT CLAUSES BY REFERENCE**

- 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)
- 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)
- 252.204-7014 LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS (MAY 2016)
- 252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT (MAY 2016)
- 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (OCT 2015)
- 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)
- 252.216-7009 ALLOWABILITY OF LEGAL COSTS INCURRED IN CONNECTION WITH A WHISTLEBLOWER PROCEEDING (SEP 2013)
- 252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)
- 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2017)
- 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (OCT 2014)
- 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017)
- 252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013)
- 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (SEP 2016)
- 252.227-7020 RIGHTS IN SPECIAL WORKS (JUN 1995)
- 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013)
- 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016)
- 252.232-7004 DOD PROGRESS PAYMENT RATES (OCT 2014)
- 252.232-7011 PAYMENTS IN SUPPORT OF EMERGENCIES AND CONTINGENCY OPERATIONS (MAY 2013)
- 252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM - BASIC (NOV 2014)

- 252.235-7004 PROTECTION OF HUMAN SUBJECTS (JUL 2009)
- 252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (JAN 2015)
- 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013)
- 252.239-7018 SUPPLY CHAIN RISK (OCT 2015)

D. The following contract clauses are hereby incorporated in full text:

**FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT**

**52.217-8 -- Option to Extend Services.**

As prescribed in [17.208 <http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/17.htm>](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/17.htm)(f), insert a clause substantially the same as the following:

**Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of the end of the option period.

(End of Clause)

As prescribed in [19.309 <http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/19.htm>](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/19.htm)(c), insert the following clause:

**52.219-28 Post-Award Small Business Program Rerepresentation (Jul 2013)**

(a) *Definitions.* As used in this clause--

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards> .

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_. [*Contractor to sign and date and insert authorized signer's name and title*].

(End of clause)

E. The following clause is rescinded: FAR Clause 52.222-59, Compliance With Labor Laws (Executive Order 13673) (Dec 2016).

F. All other terms and conditions remain unchanged.



ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**Reserve CLIN - SB GRADUATE**

**4200**

CLIN Establish

*Noun:* NETWORK CENTRIC SOLUTIONS - SB GRADUATE

*PSC:* D314

*Contract type:* J - FIRM FIXED PRICE

*Start Date:* 21 JUN 2018

*Completion Date:* 30 MAR 2019

*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 4600 on a cost reimbursable basis. The Contractor shall ensure that services, solutions and products meet the standards identified in the AF Standard Center of Excellence Repository (SCOER) located at <http://www.netcents.af.mil/contracts/netcents-2/appsrvs/documents/index.asp>

C. ODCs and travel shall be priced priced separately under CLIN(s) 4600 and 4700.

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.

For the contract writing system to recognize this CLIN as a supply, User must use CLIN 0011, 0012, etc. and include the proper requirements (i.e. Delivery Date, Inspection, Acceptance, FOB, etc.).

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**Reserve CLIN - SB GRADUATE**

**4300** CLIN Establish  
*Noun:* NETWORK CENTRIC SERVICES - SB GRADUATE  
*PSC:* D314  
*Contract type:* J - FIRM FIXED PRICE  
*Start Date:* 21 JUN 2018  
*Completion Date:* 30 MAR 2019  
*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) 4600 and 4700.  
 D. Ordering Period: Effective date of option period through one (1) year.  
 E. Period of Performance: To be cited in each individual task order.

**Reserve CLIN - SB GRADUATE**

**4400** RESERVED CLIN (supply)  
*Noun:* DATA - SB GRADUATE  
*PSC:* D314  
*NSN:* N - Not Applicable  
*DD1423 is Exhibit:* A  
*Descriptive Data:*  
 A. The contractor shall deliver data in accordance with and as cited in Section J, Exhibit A (Contract Data Requirements List (CDRL)) and as cited in each individual task orders.  
 B. This CLIN is Not Separately Priced (NSP). Price is included in CLIN 4100, CLIN 4200 and CLIN 4300.  
 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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**Reserve CLIN - SB GRADUATE**

4500	<p>CLIN Establish</p> <p><i>Noun:</i> WARRANTY - SB GRADUATE</p> <p><i>PSC:</i> D314</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Start Date:</i> 21 JUN 2018</p> <p><i>Completion Date:</i> 30 MAR 2019</p> <p><i>Descriptive Data:</i></p> <p>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.</p> <p>B. Contract Type shall be Firm Fixed Price (FFP).</p> <p>C. Ordering Period: Effective date of option period through one (1) year.</p> <p>D. Period of Performance: To be cited in each individual task order.</p>		
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ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**Reserve CLIN - SB GRADUATE**

<b>4600</b>	CLIN Establish	OTHER DIRECT COSTS - SB GRADUATE
	<i>Noun:</i>	D314
	<i>PSC:</i>	N - Not Applicable
	<i>NSN:</i>	J - FIRM FIXED PRICE
	<i>Contract type:</i>	DESTINATION
	<i>Inspection:</i>	DESTINATION
	<i>Acceptance:</i>	DESTINATION
	<i>FOB:</i>	
	<i>Descriptive Data:</i>	

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 Contractor shall ensure that services, solutions and products meet the standards identified in the AF Standard Center of Excellence Repository (SCOER) located at <http://www.netcents.af.mil/contracts/netcents-2/appsrvs/documents/index.asp>

- 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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**Reserve CLIN - SB GRADUATE**

<b>4700</b>	<p>CLIN Establish</p> <p><i>Noun:</i> TRAVEL - SB GRADUATE</p> <p><i>PSC:</i> D314</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Start Date:</i> 21 JUN 2018</p> <p><i>Completion Date:</i> 30 MAR 2018</p> <p><i>Descriptive Data:</i></p> <p>A. The contractor shall provide travel IAW the PWS (Section J, Attachment 1), the basic contract and as cited in each individual task order.</p> <p>B. Trips must be in direct support of task order efforts.</p> <p>C. The contractor will provide travel on a cost reimbursable basis.</p> <p>D. Ordering Period: Effective date of option period through one (1) year.</p> <p>E. Period of Performance: To be cited in each individual task order.</p>		
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