

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT   |   |                                  |  | 1. CONTRACT ID CODE<br>J - FFP | PAGE OF PAGES<br>1 of 8                                     |
|--|---|----------------------------------|--|--------------------------------|---|
| 2. AMENDMENT/MODIFICATION NO.<br>P00009  |   | 3. EFFECTIVE DATE<br>21 JUN 2016 | 4. REQUISITION/PURCHASE REQ.NO.  |                                | 5. PROJECT NO. (If applicable)                              |
| 6. ISSUED BY AFLCMC/HICK   |   | CODE FA8732                      | 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>SEGUE TECHNOLOGIES, INC.<br>2300 WILSON BLVD # 420<br>ARLINGTON VA 22201-5426<br>(703) 549-8033   |   |                                  |  | (X)                            | 9A. AMENDMENT OF SOLICITATION NO.                           |
|  |   |                                  |  |                                | 9B. DATED (SEE ITEM 11)                                     |
|  |   |                                  |  | X                              | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>FA8771-12-D-1009 |
|  |   |                                  |  |                                | 10B. DATED (SEE ITEM 13)<br>21 JUN 2012                     |
| CODE 1C3F6   |   | 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>FAR 52.217-9  |                                  |  |                                |   |
|  | D. OTHER (Specify type of modification and authority)   |                                  |  |                                |   |
| E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 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 Year 2  |   |                                  |  |                                |   |
| 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>PATRICK J. KENNERSON<br>Contracting Officer                                   |                                |   |
| 15B. CONTRACTOR/OFFEROR  |   | 15C. DATE SIGNED                 | 16B. UNITED STATES OF AMERICA<br><br>//signed//  |                                | 16C. DATE SIGNED<br>08 JUN 2016                             |
| _____<br>(Signature of person authorized to sign)  |   |                                  | BY _____<br>(Signature of Contracting Officer)   |                                |   |

A. The purpose of this modification is exercise Option Period Two. This is unilateral modification according to the terms and condition of the basic contract

B. The period of performance for Option Period Two is as follows:  
21 June 2016 through 20 June of 2017

C. 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:*

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 2060 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 separately under CLIN(s) 2060 and 2070.

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: 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<br>Purch Unit | Unit Price<br>Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

**Option Period 2**

**2020**

CLIN Establish

*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 2060 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 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.

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<br>Purch Unit | Unit Price<br>Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

**Option Period 2**

**2030** CLIN Establish  
*Noun:* NETWORK CENTRIC SERVICES  
*PSC:* D314  
*Contract type:* J - FIRM FIXED PRICE  
*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) 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:* D314  
*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, CLIN 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**      OPTION CLIN (service)

*Noun:*                      WARRANTY  
*PSC:*                        D314

*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: 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**

**2060**      OPTION CLIN

*Noun:*                      OTHER DIRECT COSTS  
*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 2010 and 2020 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.

(4) 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<br>Purch Unit | Unit Price<br>Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

**Option Period 2**

**2070**

CLIN Establish

*Noun:* TRAVEL

*PSC:* D314

*Contract type:* J - FIRM FIXED PRICE

*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: Effective date of option period through one (1) year.

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