

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT   |   |                                  |   | 1. CONTRACT ID CODE<br>J - FFP | PAGE OF PAGES<br>1 of 10                                    |
|--|---|----------------------------------|---|--------------------------------|---|
| 2. AMENDMENT/MODIFICATION NO.<br>P00012  |   | 3. EFFECTIVE DATE<br>15 MAY 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>NORTHROP GRUMMAN SYSTEMS CORPORATION<br>2340 DULLES CORNER BLVD<br>HERNDON VA 20171-3400<br>(703) 713-4096  |   |                                  |   | (X)                            | 9A. AMENDMENT OF SOLICITATION NO.                           |
|  |   |                                  |   |                                | 9B. DATED (SEE ITEM 11)                                     |
|  |   |                                  |   | X                              | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>FA8732-15-D-0046 |
|  |   |                                  |   |                                | 10B. DATED (SEE ITEM 13)<br>15 MAY 2015                     |
| CODE 5FVX5   |   | 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 Term of the Contract and FAR 43.103(a)(3), Mutual Agreement   |                                  |   |                                |   |
| 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.)<br>Exercise Option Period Two (15 May 2019 through 14 May 2020), incorporate FAR and DFAR clauses; update FAR clauses; and, incorporate DFAR clauses Deviations in full text.<br><br>See item 14 Continuation on Page 2, Schedule of Changes.<br><br>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)   |                                |   |
|  |   |                                  | TIMOTHY H. DOWLING<br>Contracting Officer   |                                |   |
| 15B. CONTRACTOR/OFFEROR  |   | 15C. DATE SIGNED                 | 16B. UNITED STATES OF AMERICA   |                                | 16C. DATE SIGNED  |
|  |   |                                  | //signed//  |                                | 08 MAY 2019   |
| _____<br>(Signature of person authorized to sign)  |   |                                  | BY _____<br>(Signature of Contracting Officer)  |                                |   |

ITEM 14 continuation from page 1

The purpose of this modification is as follows:

1. Exercise Option Period Two (15 May 2019 through 14 May 2020) in accordance with FAR 52.217-9. Option Period Two of the contract is hereby exercised.
2. Incorporate the following FAR and DFAR clauses in Section I:
  - a. FAR 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and other Covered Entities (Jul 2018)
  - b. DFAR 252.239-7018 Supply Chain Risk
3. Update the following FAR clauses in Section I:
  - a. FAR 52.215-12 (DEV) Subcontractor Certified Cost or Pricing Data (Deviation 2018-O0015) May 2018).
  - b. FAR 52.215-13 (DEV) Subcontractor Certified Cost or Pricing Data- Modifications (Deviation 2018-O0015) (May 2018).
  - c. FAR 52.222-04 Contract Work Hours and Safety Standards - Overtime Compensation (May 2018)
4. Incorporate the following DFAR clauses Deviations in full text:
  - a. 252.239-7017 Notice of Supply Chain Risk (DEVIATION 2018-O0020). See below
  - b. 252.239-7018 Supply Chain Risk (DEVIATION 2018-O0020). See below

**252.239-7017 Notice of Supply Chain Risk (DEVIATION 2018-O0020).**

Use the following provision, in lieu of the provision at DFARS 252.239-7017, in all solicitations, including solicitations using FAR part 12 procedures for the acquisition of commercial items, for information technology, whether acquired as a service or as a supply, that is a covered system, is a part of a covered system, or is in support of a covered system, as defined at 239.7301 (DEVIATION 2018-O0020):

**NOTICE OF SUPPLY CHAIN RISK (SEP 2018) (DEVIATION 2018-O0020)**

(a) *Definition.* As used in this provision-

“Supply chain risk,” means the risk that an adversary may sabotage, maliciously introduce unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution, installation, operation, or maintenance of

a covered system so as to surveil, deny, disrupt, or otherwise degrade the function, use, or operation of such system (see 10 U.S.C. 2339a).

(b) In order to manage supply chain risk, the Government may use the authorities provided by 10 U.S.C. 2339a. In exercising these authorities, the Government may consider information, public and non-public, including all-source intelligence, relating to an offeror and its supply chain.

(c) If the Government exercises the authority provided in 10 U.S.C. 2339a to limit disclosure of information, no action undertaken by the Government under such authority shall be subject to review in a bid protest before the Government Accountability Office or in any Federal court.

(End of provision)

**252.239-7018 Supply Chain Risk (DEVIATION 2018-O0020).**

Use the following clause, in lieu of the clause at DFARS 252.239-7018, in all solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, for information technology, whether acquired as a service or as a supply, that is a covered system, is a part of a covered system, or is in support of a covered system, as defined at 239.7301 (DEVIATION 2018-O0020):

**SUPPLY CHAIN RISK (SEP 2018) (DEVIATION 2018-O0020)**

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

“Information technology” (see 40 U.S.C 11101(6)) means, in lieu of the definition at FAR 2.1, any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency.

(1) For purposes of this definition, equipment is used by an agency if the equipment is used by the agency directly or is used by a contractor under a contract with the agency that requires-

(i) Its use; or

(ii) To a significant extent, its use in the performance of a service or the furnishing of a product.

(2) The term “information technology” includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.

(3) The term “information technology” does not include any equipment acquired by a contractor incidental to a contract.

“Supply chain risk,” means the risk that an adversary may sabotage, maliciously introduce unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution, installation, operation, or maintenance of a covered system so as to surveil, deny, disrupt, or otherwise degrade the function, use, or operation of such system (see 10 U.S.C. 2339a).

(b) The Contractor shall mitigate supply chain risk in the provision of supplies and services to the Government.

(c) In order to manage supply chain risk, the Government may use the authorities provided by 10 U.S.C. 2339a. In exercising these authorities, the Government may consider information, public and non-public, including all-source intelligence, relating to a Contractor’s supply chain.

(d) If the Government exercises the authority provided in 10 U.S.C. 2339a to limit disclosure of information, no action undertaken by the Government under such authority shall be subject to review in a bid protest before the Government Accountability Office or in any Federal court.

(End of clause)

5. All other terms and conditions remain unchanged.

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

**OPTION PERIOD 2**

- 2100** 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 2600 on a cost reimbursable basis.
  - C. ODCs and travel shall be priced separately under CLIN(s) 2600 and 2700.
  - 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.

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

**OPTION PERIOD 2**

**2200**

CLIN Establish

*Noun:* NETWORK CENTRIC SOLUTIONS

*PSC:* D316

*Contract type:* S - COST

*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 2600 on a cost reimbursable basis.

C. ODCs and travel shall be priced separately under CLIN(s) 2600 and 2700.

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.

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

**OPTION PERIOD 2**

**2300** 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) 2600 and 2700.

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**

**2400** 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 specified in individual task orders.

B. This CLIN is Not Separately Priced (NSP). Price is included in CLIN 2100, CLIN 2200, and CLIN 2300.

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**

**2500**

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.



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

**OPTION PERIOD 2**

**2600**

CLIN Establish

*Noun:*

OTHER DIRECT COSTS

*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 2100 and 2200 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**

**2700** 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 award through one (1) year.  
 F. Period of Performance: To be cited in each individual task order.

**For Awardees Added During On Ramp Competitions**

**2800** OPTION 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 reestablish 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.**