

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J - FFP	PAGE OF PAGES 1 of 12
2. AMENDMENT/MODIFICATION NO. P00007		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ.NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY AFLCMC/ HIK		CODE FA8732	7. ADMINISTERED BY (If other than Item 6)		CODE FA8732
DEPARTMENT OF THE AIR FORCE (AFMC) AFLCMC/HIK 490 EAST MOORE DR., SUITE 270 MAFB - GUNTER ANNEX AL 36114-3000 DARRYL CHAPMAN 3344165060 darryl.chapman@gunter.af.mil			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) INTERNATIONAL BUSINESS MACHINES CORPORATION IBM 11107 SUNSET HILLS RD STE 500 RESTON VA 20190-5375 (800) 333-6705				(X)	9A. AMENDMENT OF SOLICITATION NO.
					9B. DATED (SEE ITEM 11)
				X	10A. MODIFICATION OF CONTRACT/ORDER NO. FA8732-15-D-0041
					10B. DATED (SEE ITEM 13) 15 MAY 2015
CODE 8W884	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) Mutual Agreement between both Parties.				
	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.) Removal of Product Mandate from NC 2 Network Operations (Net Ops) and Infrastructure Contract.					
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 Contracting Officer		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)		

BLOCK 14. Continuation

The purpose of this modification is to:

- Remove the mandatory requirement to purchase products from the NETCENTS-2 NetCentric Products contracts.
- Incorporate and update clauses
- Incorporate technical requirements contained in the NETCENTS-2 NetCentric Products contracts into the NETCENTS-2 Network Operations (NetOps) and Infrastructure Full and Open contracts.

The removal of this requirement allows the contractor to purchase products from all sources to include the NETCENTS-2 NetCentric Product contract.

Changes are as follows:

1. PART 1 - THE SCHEDULE - SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

Paragraph A (3) of Contract Line Item Number (CLIN) s

a. 0600 is changed

FROM:

"The products proposed to make up the solutions in CLINs 0100 and 0200 shall be purchased from the NETCENTS-2 NetCentric Products contract. In addition, contractor shall provide at least two quotes from NETCENTS-2 NetCentric Products contractor as proof of price reasonableness to the Contracting Officer."

TO:

"The products proposed to make up the solutions in CLINs 0100 and 0200 shall be purchased in accordance with Section J, Attachment 1, paragraph 3.5.1 of the Performance Work Statement (PWS) of this contract."

b. 1600 is changed

FROM:

"The products proposed to make up the solutions in CLINs 1100 and 1200 shall be purchased from the NETCENTS-2 NetCentric Products contract. In addition, contractor shall provide at least two quotes from NETCENTS-2 NetCentric Products contractor as proof of price reasonableness to the Contracting Officer."

TO:

"The products proposed to make up the solutions in CLINs 1100 and 1200 shall be purchased in accordance-with Section J, Attachment 1, paragraph 3.5.1 of the Performance Work Statement (PWS) of this contract."

c. 2600 is changed

FROM:

"The products proposed to make up the solutions in CLINs 2100 and 2200 shall be purchased from the NETCENTS-2 NetCentric Products contract. In addition, contractor shall provide at least two quotes from NETCENTS-2 NetCentric Products contractor as proof of price reasonableness to the Contracting Officer."

TO:

"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."

d. 3600 is changed

FROM:

"The products proposed to make up the solutions in CLINs 3100 and 3200 shall be purchased from the NETCENTS-2 NetCentric Products contract. In addition, contractor shall provide at least two quotes from NETCENTS-2 NetCentric Products contractor as proof of price reasonableness to the Contracting Officer."

TO:

"The products proposed to make up the solutions in CLINs 3100 and 3200 shall be purchased in accordance-with Section J, Attachment 1, paragraph 3.5.1 of the Performance Work Statement (PWS) of this contract."

e. 4600 is changed

FROM:

"The products proposed to make up the solutions in CLINs 4100 and 4200 shall be purchased from the NETCENTS-2 NetCentric Products contract. In addition, contractor shall provide at least two quotes from NETCENTS-2 NetCentric Products contractor as proof of price reasonableness to the Contracting Officer."

TO:

"The products proposed to make up the solutions in CLINs 4100 and 4200 shall be purchased in accordance-with Section J, Attachment 1, paragraph 3.5.1 of the Performance Work Statement (PWS) of this contract."

2. PART I - THE SCHEDULE - SECTION H - SPECIAL CONTRACT REQUIREMENTS

Clause H137 TASK ORDER RFP PROCEDURES (NOV 2009), paragraph 4 is changed

FROM:

"Contractors providing solutions through this contract shall purchase products from the NETCENTS-2 NetCentric Products contract in accordance with Section J, Attachment 1, Para 3.5.1 and as authorized in clause H098. All such quotes received shall be included in the proposal submission and priced under the ODC CLINs."

TO:

"Contractors providing solutions through this contract may purchase products from the NETCENTS-2 NetCentric Products contract in accordance with Section J, Attachment 1, Para 3.5.1 and as authorized in clause H098. All such quotes received shall be included in the proposal submission and priced under the ODC CLINs."

3. PART II - CONTRACT CLAUSES - SECTION I - CONTRACT CLAUSES

Incorporate and update clauses

- a. 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)
- b. 52.227-19 Commercial Computer Software License (Dec 2007)

(a) Notwithstanding any contrary provisions contained in the Contractor's standard commercial license or lease agreement, the Contractor agrees that the Government will have the rights that are set forth in paragraph (b) of this clause to use, duplicate or disclose any commercial computer software delivered under this contract. The terms and provisions of this contract shall comply with Federal laws and the Federal Acquisition Regulation. (b)(1) The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b)(2) of this clause or as expressly stated otherwise in this contract. (2) The commercial computer software may be--(i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred; (ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative; (iii) Reproduced for safekeeping (archives) or backup purposes; (iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract; (v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and (vi) Used or copied for use with a replacement computer. (3) If the commercial computer software is otherwise available without disclosure restrictions, the Contractor licenses it to the Government without disclosure restrictions.

(c) The Contractor shall affix a notice substantially as follows to any commercial computer software delivered under this contract: Notice--Notwithstanding any other lease or license

agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth in Government Contract No. as identified in each individual delivery order.

- c. 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls (Oct 2016)

4. PART III - LIST OF DOCUMENTS, EXHIBITS & ATTACHMENTS - SECTION J - ATTACHMENT 1, NETCENTS-2 SOLUTIONS Network Operations (NetOps) and Infrastructure Full and Open Performance Work Statement (PWS) Paragraph 3.5.1 is amended as follows:

- a. Paragraph 3.5.1 heading is changed

FROM: "Contractors Use of NETCENT-2 Products Contract"

TO: "Products"

- b. Paragraph 3.5.1 is changed

FROM:

"The contractor shall obtain all products and associated peripheral equipment required by each individual task order from the NETCENTS-2 Products contract."

TO:

"The contractor may obtain all products and associated peripheral equipment required by each individual task order from the NETCENTS-2 Products contract or from its own reliable source. 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/netops/documents/index.asp>. The contractor shall adhere to requirements in the following paragraphs when providing products. These paragraphs describe general product requirements, types of products that are considered to comprise each of the product categories, and guidelines for product support."

- c. Incorporate the technical requirements contained in the NETCENTS-2 NetCentric Product IDIQ contracts Statement of Work (SOW) paragraph 2 into the NETCENTS-2 SOLUTIONS Network Operations (NetOps) and Infrastructure Full and Open Performance Work Statement (PWS) paragraph 3.5.1. Paragraph numbers and Headings are listed below as they will appear in the PWS.

3.5.1.1. General Product Requirements

3.5.1.1.1. Hardware and Associated Software and Peripherals

3.5.1.1.2. Information Assurance (IA) Technical Considerations

3.5.1.1.3. Authorized Resellers

3.5.1.1.4. Technical Refresh

3.5.1.1.5. Products

3.5.1.1.6. Standards and Certifications

3.5.1.1.6.1 Quality Certification

3.5.1.2. Specific Products Categories

3.5.1.2.1. Networking Equipment

3.5.1.2.2. Servers/Storage

3.5.1.2.3. Peripherals

3.5.1.2.4. Multimedia

3.5.1.2.5. Software

3.5.1.2.6. Identity Management/Biometric Hardware and Associated Software

5.3.1.3. Product Support Requirements

5.3.1.3.1. Product Delivery Capability

5.3.1.3.1.1 Delivery Delays

5.3.1.3.1.1.1. Items on Backorder

5.3.1.3.1.1.1.2. Installation

5.3.1.3.1.1.1.3. Warranty

5.3.1.3.1.1.1.4. Customer Support

5.3.1.3.1.1.1.5. Product Maintenance

5.3.1.3.1.1.1.6. Special Asset Tagging

5.3.1.3.1.1.1.7. Radio Frequency Identification (RFID)

5.3.1.3.1.1.1.8. Software Tagging

5.3.1.3.1.1.1.9. TEMPEST Requirements

5.3.1.3.1.1.1.10 Remanufactured/Refurbished Products

All other terms and conditions remain unchanged.

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
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 0100 and 0200 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 award 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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OPTION PERIOD 1

1600 OPTION CLIN

<i>Noun:</i>	OTHER DIRECT COSTS
<i>PSC:</i>	D316
<i>NSN:</i>	N - Not Applicable
<i>Contract type:</i>	S - COST
<i>Inspection:</i>	DESTINATION
<i>Acceptance:</i>	DESTINATION
<i>FOB:</i>	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 1100 and 1200 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 Purch Unit	Unit Price Total Item Amount
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OPTION PERIOD 2

2600 OPTION CLIN

<i>Noun:</i>	OTHER DIRECT COSTS
<i>PSC:</i>	D316
<i>NSN:</i>	N - Not Applicable
<i>Contract type:</i>	S - COST
<i>Inspection:</i>	DESTINATION
<i>Acceptance:</i>	DESTINATION
<i>FOB:</i>	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 Purch Unit	Unit Price Total Item Amount
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OPTION PERIOD 3

3600 OPTION CLIN

<i>Noun:</i>	OTHER DIRECT COSTS
<i>PSC:</i>	D316
<i>NSN:</i>	N - Not Applicable
<i>Contract type:</i>	S - COST
<i>Inspection:</i>	DESTINATION
<i>Acceptance:</i>	DESTINATION
<i>FOB:</i>	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 3100 and 3200 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 Purch Unit	Unit Price Total Item Amount
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For OPTION PERIOD 4

4600 OPTION CLIN

<i>Noun:</i>	OTHER DIRECT COSTS
<i>PSC:</i>	D316
<i>NSN:</i>	N - Not Applicable
<i>Contract type:</i>	S - COST
<i>Inspection:</i>	DESTINATION
<i>Acceptance:</i>	DESTINATION
<i>FOB:</i>	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 4100 and 4200 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.

LIST OF ATTACHMENTS

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 8	62	12 JUL 2017	NC 2 NETWORK OPERATIONS (NET OPS) AND INFRASTRUCTURE CONTRACT (PWS)