

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 28
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 04-Nov-2005	4. REQUISITION/PURCHASE REQ. NO. W01EWF-5227-7017		5. PROJECT NO. (If applicable)
6. ISSUED BY V8BURG CONSOLIDATED CONTRACTING VICKSBURG OFFICE 4155 CLAY STREET VICKSBURG MS 39182-3435	CODE W912HZ	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EYAK TECHNOLOGY, LLC JAMES DUNN 1001 CAMPUS COMMONS DR #105 RESTON VA 20101-1520			9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 3BS35			FACILITY CODE	10A. MOD. OF CONTRACT/ORDER NO. W912HZ-05-D-0015
				10B. DATED (SEE ITEM 13) X 28-Sep-2005
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 Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer 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 MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, 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: Changes				
D. OTHER (Specify type of modification and authority)				
F. 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.) Reference Contract No. W912HZ-05-D-0015 for Technology for Infrastructure, Geospatial, and Environmental Requirements (TIGER). The following changes are made. POC for Vendor has been changed. Page 64 is replaced with attached revised page 64. Page 77 is replaced with attached revised page 77. No other changes are made.				
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) JAMES DUNN		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 601-631-7903 carla.c.koestler@mvk02.usace.army.mil TEL: EMAIL:		
15B. CONTRACTOR/OFFEROR <i>James Dunn</i> (Signature of person authorized to sign)	15C. DATE SIGNED 11/4/05	16B. UNITED STATES OF AMERICA BY <i>Carla C. Koestler</i> (Signature of Contracting Officer)	16C. DATE SIGNED 11-9-05	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The contractor organization has changed from

EYAK TECHNOLOGY, LLC
JEREMY NUSBAUM
1881 CAMPUS COMMONS DR ST #105
RESTON VA 20191-1520

to

EYAK TECHNOLOGY, LLC
JAMES DUNN
1881 CAMPUS COMMONS DR ST #105
RESTON VA 20191-1520

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

Performance evaluations shall also be completed at least annually for orders that have a performance period in excess of one year; annual performance evaluations shall be submitted not later than October 31 of each year. Performance evaluations may also be done as otherwise considered necessary throughout the duration of the order (but generally no more than quarterly). The Contractor shall initiate the required evaluations and provide the Site COR (and copy the Lead COR) an electronic evaluation form (MS Word) for completion. Performance evaluations shall be submitted to the Lead COR. The Lead COR shall submit the completed evaluation to the Contractor for comment. The Contractor shall have 30 days in which to respond. The Ordering Contracting Officer and Site COR will consider any comments provided by the Contractor. The performance evaluation will have a copy of the Contractor's comments attached.

d. Additional reports shall be provided as required in individual orders.

4. Order Processing and Order Tracking Information. When provided with a Government order number, the Contractor shall provide the Government the date of receipt of the order and the shipping status.

H7. SOFTWARE

H7.1. SOFTWARE RIGHTS (for Commercial Software)

H7.1.1. All license agreements must conform with Federal Law. Notwithstanding any clause of this contract to the contrary or of any license agreement referred to in this contract, the Government shall have, as a minimum, those rights in computer software properly furnished with limited rights and in computer software documentation properly furnished with limited rights that are granted to the Government by DFARS 252.227-7013 - DFARS 252.227-7015. If there is any conflict between the above stated Government basic data clauses and a licensing agreement, the Government basic data clauses shall take precedence.

H7.1.2. The Contractor hereby grants to the Government and the Government accepts from the Contractor for the term hereof a non-transferable and non-exclusive (the Contractor is not restricted from licensing to other customers) license to install and use the Contractor supplied software listed in Section B of this contract. The Contractor further agrees to continue this license agreement in perpetuity and also shall apply to any software changes or new releases.

H7.1.3. Licensing agreements shall be the same for all software whether provided by the Prime Contractor or his subContractors. Licensing agreements shall provide the Government with options that minimize system management requirements (i.e., site licenses or library check-out licenses). License agreements that require physical devices (i.e., keys), restrictions to a specific CPU serial number, or a monthly charge based on the amount of usage are unacceptable. Software support shall be provided separately.

H7.1.4. The Government may task the Contractor to modify and/or adapt any software through the support services for the Government's own use, to meet Government specific requirements. Any such modifications or adaptations may be used by any Government activity at no further cost to the Government.

agreement on the UFF amount due, the Contractor shall remit the amount indicated by the Government and the difference may be resolved under the "Disputes" clause of this contract at the election of the contract. ESA Software CLINS including 1101, 2101, 3101, and 4101, OCONUS Transportation CLINS including 1102, 2102, 3102, and 4102, and Travel CLINS including 1204, 2204, 3204, and 4204 are exempt from the user funding fee requirement.

H26.2. The UFF amount due shall be transferred by check to the "U.S. Army Engineer Research Development Center (ERDC) – Finance & Accounting Officer". To ensure that the payment is credited properly, the Contractor shall identify the check as a "User Funding Fee" and include the following information:

- (a) Account Number
- (b) Contract Number
- (c) Contract Quarter

The check shall be forwarded to the following address:

Finance & Accounting Officer, CEERD-RM-FO
Engineer Research and Development Center
Bld. 1000
3909 Halls Ferry Road
Vicksburg, MS 39181

H26.3 If the full amount of the UFF is not paid within ninety two (92) calendar days after the end of the applicable contract quarter, it shall constitute a contract debt to the United States Government under the terms of FAR 32.6. The Government may exercise all rights including withholding or setoff payments and interest on the debt (see contract FAR Clause 52.232-17, Interest).

H26.4 Failure to pay the UFF in a timely manner may result in an unsatisfactory performance rating, non renewal and/or termination of this contract. Willful failure or refusal to make timely payment of the UFF constitutes a cause for terminating the Contractor for default under FAR 52.249-8, Default (Fixed-Price Supply and Services).

H26.5 UFF Special CLIN – CLIN 1111 is designated for UFF adjustments and shall be used exclusively by the VCCO Contracting Officer or VCCO COR to affect such adjustments to individual delivery orders as may be appropriate.

H27. CUSTOMIZED DELIVERY ORDER

H27. 1. The purpose of this "Customized Delivery Orders" clause is to provide customers the ability to order a complete product solution on a single Delivery Order under this contract. This product solution may include products that are not incorporated in the contract, as well as, contract products.

H27.2. Products that are not incorporated in the contract may be included - on the same Delivery Order with contract products - under the Within Scope CLIN indicated herein. Items furnished under the "Within Scope" CLIN must be commercially-available products. The Ordering Contracting Officer's determination will be made by evaluating the relationship between the contract and non-contract items, whether the non-contract items are within the scope of the contract, and, the dollar value of the contract products being ordered on the subject