

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO P00031	3. EFFECTIVE DATE 27-Feb-2008	4. REQUISITION/PURCHASE REQ NO. W81EWF-5227-7017		5. PROJECT NO (If applicable)
6. ISSUED BY ERDC CONTRACTING VICKSBURG OFFICE 4155 CLAY STREET VICKSBURG MS 39183-3435	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 HAROLD BABB 22980 INDIAN CREEK DR STE 400 DULLES VA 20166-6729	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. W912HZ-05-D-0015
	X 10B. DATED (SEE ITEM 13) 29-Sep-2005

CODE 3BS35 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer is extended, 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).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D. OTHER (Specify type of modification and authority) Changes

E. IMPORTANT: Contractor is not, 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)
Modification Control Number: u4ctscck081009
Reference Contract No. W912HZ-05-D-0015 for Technology for Infrastructure, Geospatial, and Environmental (TIGER).

Paragraph H.26 is revised with attached H.26.

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SHIRLEY M WILSON / ADDED BY SUMI TEL: 601-631-5349 EMAIL: shirley.m.wilson@us.army.mil
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 2/29/2008
16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED 28-Feb-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following items are applicable to this modification:

PARAGRAPH H.26

are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (d) and (e) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(d) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, as release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.
- (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
- (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(e) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the replacement parts portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including and interest) in form and substance satisfactory to the Contracting Officer.

H26. USER FUNDING FEE *

H26.1 The Contractor shall collect from Authorized Buyers a three (3) percent user funding fee (UFF) for Support Services and two (2) percent for other items ordered under the contract with the exception of *Segovia products and services (CLIN 1012**)*. This includes all orders. The UFF reimburses the Government for the costs of operating the program and recoups its operating costs. The Contractor will transfer the UFF collected to the Government **Three hundred seventy (370) days** after the end of a quarter. **This UFF payment delay is in consideration for the financial hardship that would be caused by requiring the 8a/SDB contractor to submit UFF payments prior to receipt of customer payment.** The UFF equals the total amount obligated under the contract during the given quarter multiplied by the applicable percent (1%, 2% or 3%). The Contractor shall obtain from the Government **written verification of the amount of the UFF due prior to payment submissions.** In the event the parties do not reach

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 contractor. ESA Software CLINS including 1101, 2101, 3101, and 4101, and OCONUS Transportation CLINS including 1102, 2102, 3102, 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: B05B28
- (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 the period shown in section H26.1, 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