

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			I. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	6
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 08-Nov-2005	4. REQUISITION/PURCHASE REQ. NO. W81EWF-5139-9632	5. PROJECT NO.(If applicable)		
6. ISSUED BY VBURG CONSOLIDATED CONTRACTING VICKSBURG OFFICE 4155 CLAY STREET VICKSBURG MS 39183-3435	CODE W912HZ	7. ADMINISTERED BY (If other than item 6) CODE			
		See item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TYONEK MANUFACTURING LLC SCOTT M. PFEIFER 1689 C STREET SUITE 219 ANCHORAGE AK 99501-5131			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W912HZ-05-D-0013	
			X	10B. DATED (SEE ITEM 13) 16-Sep-2005	
CODE 3GS14	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 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)					
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.) Reference Contract No. W912HZ-05-D-0013 for Facilities, Infrastructure, Geospatial, Homeland Security, Technical Support Services and Environmental Requirements (FIGHTER). The following 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) Scott Pfeifer President			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Carla C Koestler carla.c.koestler@mvk02.usace.army.mil		
15B. CONTRACTOR/OFFEROR <i>Scott Pfeifer</i> (Signature of person authorized to sign)			15C. DATE SIGNED 11-14-05	16B. UNITED STATES OF AMERICA BY <i>Carla C Koestler</i> (Signature of Contracting Officer)	16C. DATE SIGNED 11-14-05

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**

**The following items are applicable to this modification:**

CONTINUATION PAGE

Page 171 is replaced with attached revised Page 171.

Page 199 is replaced with attached revised Page 199.

Page 217 is replaced with attached revised Page 217.

Page 229 is replaced with attached revised Page 229.

No other changes are made.

SEE REVISED PAGES BELOW

Contractor shall provide a justification why those sources are not being utilized to support approval by the Contracting Officer. Ownership of supplies acquired by the Contractor with Government funds, for performance of this contract, shall vest with the Government. The Contractor shall include a detailed description of all proposed ODCs in individual DO proposals.

When a delivery order is issued that includes ODCs the following shall apply: Other Direct Costs (ODCs) cannot exceed 20% of the value of the Support Service Order unless authorized by the Vicksburg Consolidated Contracting Office (VCCO) Contracting Officer. Allowable ODC purchases by the Contractor require Contracting Officer and Contracting Officer Representative approval prior to the purchase being made. Unless otherwise negotiated by the Contracting Officer, pricing for ODCs will be in accordance with FAR 16.601 - material at cost, including, if appropriate, material handling costs as part of material costs – plus the User Funding Fee.

In accordance with DFARS Subpart 239.73, Acquisition of Automatic Data Processing Equipment by DoD Contractors, the Contractor shall submit the documentation required to the Contracting Officer (CO) for approval prior to entering into any equipment lease or purchase agreement.

## **B.8 LABOR RATE TABLE**

The Labor Rate Table represents fully-loaded hourly labor rates for each skill category. The table reflects the required labor categories to accomplish the requirements described in Section C. The Contractor shall provide one composite rate for work performed at the Contractor site and one composite rate for work performed at Government sites for each labor category. The contract has a base period of four years, and three options of two years each. The contract provides ten, twelve-month periods. These ten years represent labor rate years.

The contractor shall provide labor rates for each of the ten labor rate years for both work performed at the Contractor sites and work performed at Government sites. The contractor may use a GSA Schedule (in-scope portions thereof) for purposes of proposing labor categories and rates and must propose a discount percentage for each labor rate year based on the proposed GSA Schedule. If this method is chosen, the discount percentages proposed shall be fixed for the life of the contract. This method is preferred and allows the contract labor categories and rates to remain current through out the term of the GSA Schedule and any renewals or extensions thereof.

## Section G - Contract Administration Data

**ACCOUNTING AND APPROPRIATION DATA**

AA: 96X49020000 082460 2520004D43NA NA 96223  
COST 000000000000  
CODE:  
AMOUNT: \$250,000.00

**G1. CONTRACTING OFFICER****G1.1. VCCO AUTHORITY**

The VCCO Contracting Officer is the only person authorized to direct changes in any of the requirements under this contract, and, notwithstanding any provisions contained elsewhere in this contract, said authority remains solely in the VCCO Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. The VCCO Contracting Officer has the authority to perform any and all post-award functions in administering and enforcing this contract in accordance with its terms and conditions.

**G1.2 ORDERING AUTHORITY**

Ordering Contracting Officers for Authorized Buyers as defined herein are authorized to place orders within the terms of this contract and within the Contracting Officer's authority. The Ordering Contracting Officer's authority is limited to the individual orders. They are not authorized to make changes to the contract terms.

**G1.3 CONTRACTOR'S AUTHORITY**

(a) The Contractor shall not accept any instructions issued by any person employed by the U.S. Government or otherwise, other than the Contracting Officer, or the Contracting Officer's Representative (COR) acting within the limits of his or her authority. In the event the Contractor effects any such change at the direction of any person other than the VCCO Contracting Officer, the change will be considered to have been made without authority and solely at the risk of the Contractor.

(b) The Contractor shall not in any way represent that he is a part of the U. S. Government or that he has the authority to contract or procure supplies for the United States of America

**G1.4 AUTHORIZED BUYERS**

The products and services offered on this Contract shall be available to all authorized agencies/departments. These agencies/departments currently include: DoD, DLA, USGS, Army, Navy, Air Force, Marine Corps, Department of Homeland Security, Coast Guard, NASA, GSA, EPA, DOJ, Smithsonian Institute, and the FAA (including all subordinate agencies/departments of the authorized buyers). Additional Authorized Buyers shall be added as other agencies join the Center as Partners. Contracting Officers for these agencies and their authorized purchase cardholders have the authority to place orders directly against this Contract

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.

### **H7.2. DoD ENTERPRISE SOFTWARE INITIATIVE (ESI)**

ESI is applicable only to delivery orders for DoD agencies. In situations where the purchase of new commercial software, including preloaded software, is needed to satisfy the requirements of a particular order, the Contractor shall facilitate maximum use of DoD Enterprise Software Initiative (ESI) sources. The Contractor shall utilize software from the ESI sources, as ordered. The Contractor is responsible for reviewing available ESI sources and coordinating with the ordering activity prior to using another source. If ordered, the Contractor is authorized to use DoD enterprise software agreements as a source for obtaining the software to satisfy the requirement. Alternatively, the Contractor may be required to utilize software provided from the ESI sources as Government furnished software. If the Contractor is not required to use ESI sources after coordination, it need not provide the software from an ESI source. The listing of COTS software available from DoD ESI sources can be viewed on the web at [http://pmscp.monmouth.army.mil/enterprise/entprs\\_agree.htm](http://pmscp.monmouth.army.mil/enterprise/entprs_agree.htm) or <http://www.don-imit.navy.mil/esi>.

## **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 all other items ordered under the contract per delivery order action. This includes all credit card 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 ninety-two (92) days after the end of a quarter. The UFF equals the total amount obligated under the contract during the given quarter multiplied by the applicable percent (2% or 3%). The Contractor shall obtain from the Government verification of the amount of the UFF due. 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 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