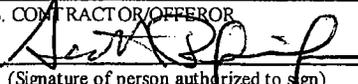
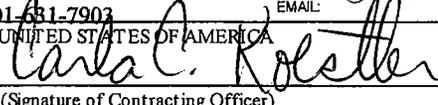


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				J	1   3
2. AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE 23-Oct-2006	4. REQUISITION/PURCHASE REQ. NO. W912HZ-5139-8632	5. PROJECT NO. (if applicable)		
6. ISSUED BY VBURG CONSOLIDATED CONTRACTING VICKSBURG OFFICE 4155 CLAY STREET VICKSBURG MS 39183-3436	CODE W912HZ	7. ADMINISTERED BY (if other than item 6) <b>See Item 6</b>			
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.) Modification Control Number: b4ctccck0799 I have succeeded the former contracting officer for this action only. Reference Contract No. W912HZ-05-D-0013 for Facilities, Infrastructure, Goespatial, Homeland Security, Technical Support Services and Environmental Requirements (FIGHTER).  Page 229 is replaced with revised page 229. This modification requires UFF to be paid on all Travel effective 1 Nov 2006.  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) SCOTT PFEIFER / PRESIDENT			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Carla C Koestler carla.c.koestler@myk02.usace.army.mil TEL: 601-681-7903 EMAIL:		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 10/24/06	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 10-24-06

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 H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

Page 229 of 274.

## **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, and OCONUS Transportation CLINS including 1102, 2102, 3102, and 4102 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