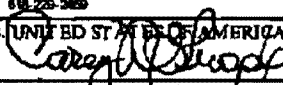


**UNITED STATES TRANSPORTATION COMMAND
(USTRANSCOM)**

**Contract SP4700-04-F-0347, 30 September 2004
Modification P0039, 8 December 2008
Modification P0040, 14 January 2009**

**Program Management Support
DOD Logistics Automatic Identification Technology (AIT)
Subject Matter Expertise Requirement**

Awarded to Systems Research & Application Corp

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE U | PAGE OF PAGES 1 7 |
|---|--|---|---|---|-------------------------------|
| 2. AMENDMENT/MODIFICATION NO. P00039 | 3. EFFECTIVE DATE 08-Dec-2008 | 4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE | | 5. PROJECT NO. (if applicable) | |
| 6. ISSUED BY USTRANSCOM-AQ - HTC711 626 SCOTT DR SCOTT AFB IL 6225-3357 | CODE HTC711 | 7. ADMINISTERED BY (If other than item 6) See item 6 | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SYSTEMS RESEARCH AND APPLICATIONS CORP (b)(6) 400 FAIR LAKES CT FAIRFAX VA 22033-4332 | | | | 9A. AMENDMENT OF SOLICITATION NO. | |
| | | | | 9B. DATED (SEE ITEM 11) | |
| CODE 6F517 | | | | 10A. MOD. OF CONTRACT/ORDER NO. SP4700-04-F-0347 | |
| FACILITY CODE | | | | 10B. DATED (SEE ITEM 13) 30-Sep-2004 | |
| 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) See Schedule | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT 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). | | | | | |
| <input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2, AR 1 (APR 1984) Changes - Cost Reimbursement | | | | | |
| 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 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: tcschlw a09422 PROGRAM MANAGEMENT SUPPORT FOR THE DOD LOGISTICS AUTOMATIC IDENTIFICATION TECHNOLOGY (A/T) OFFICE SEE CONTINUATION PAGE(S) The POC for this modification is Bill Schleckser, 618-229-2518, williamschleckser@ustranscom.mil | | | | | |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as herein 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) CAREY N. GROFF / CONTRACTING OFFICER TEL: 618-229-2489 EMAIL: careygroff@ustranscom.mil | | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer) | 16C. DATE SIGNED 08-Dec-2008 | | |

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 SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

SUMMARY OF CHANGES

The purpose of this bilateral modification is to provide additional funding in support of USTRANSCOM/J5J4-1, specifically in support of the DOD AIT Implementation Plan Wholesale Team tasks originally included in the SOW dated 25 March 2008, Task 2, Outsourcing, Paragraph 5.2.2, Subtask 2, Evaluation and Planning.

The Statement of Work (SOW) dated 25 March 2008 remains unchanged.

The period of performance, 15 March 2008 to and including 14 March 2009, remains unchanged.

The funded amount of Option Year 4 is increased by \$114,973.79, Program Management Support (\$113,835.44) and NIH Fee (\$1,138.35).

The total funded amount of Option Year 4 is \$4,083,041.09, Program Management Support (\$3,371,328.79), Fixed Fee (\$365,891.10), Travel (\$305,395.00), and NIH Fee (\$40,426.20). CURRENT NOT TO EXCEED OPTION YEAR 4 FUNDING AS OF MODIFICATION P00039 IS \$4,083,041.09.

The funded ceiling amount is increased by \$114,973.79 from \$19,723,581.30 to \$19,838,555.09 and is not to be exceeded, if it is exceeded it shall be at the risk of the contractor. The total Cost-Plus-Fixed-Fee ceiling amount of \$22,460,223.00, inclusive of a base year and 4 option periods, remains unchanged and is not to be exceeded, if it is exceeded it shall be at the risk of the contractor.

The following have been modified:

ADMINISTRATIVE MATTERS**A. ADMINISTRATIVE POINTS OF CONTACT.**

Contracting Administrator
William Schleckser
USTRANSCOM/TCAQ-S-R
Phone: (618) 229-2516
Fax: (618) 256-8316
E-mail: william.schleckser@ustranacom.mil

Contracting Officer
Carey Gropp
USTRANSCOM/TCAQ-S-R
Phone: (618) 229-2469
Fax: (618) 256-8316
E-mail: carey.gropp@ustranacom.mil

B. CONTRACTING OFFICER'S REPRESENTATIVE.

USTRANSCOM/TCJ54-1

Attn: John Kramarczyk

Phone: (618) 229-1589

E-mail: john.kramarczyk@ustranscom.mil**C. CONTRACT INFORMATION AND TYPE.**

National Institutes of Health (NIH) Contract number 263-01-D-0050, Chief Information Officer - Solutions and Partners 2 Innovations (CIO-SP2i). Task Order Number SP4700-04-F-0347. Task Order Tracking Number C-2347.

Cost-Plus-Fixed-Fee (CPFF) Type Contract.

Fixed fee is 10% of estimated costs.

NIH processing fee for large business orders is 1% of estimated costs. A \$250 minimum NIH processing fee is charged for all orders of \$25,000 or less. The processing fee shall be included as a separate contract line item on the order or obligating document.

D. PERIOD OF PERFORMANCE.

This task order is for a one year base period and four option year periods. This task order is currently in Option Year 4 from 15 Mar 2008 to and including 14 Mar 2009.

F. INVOICE AND PAYMENT.

The Contractor shall submit invoices in accordance with DFARS 252.232-7003, Electronic Submission of Invoices. The Contractor shall utilize Wide-Area Work Flow (WAWF) for the creation of electronic receiving reports (DD Form 250) and electronic invoices. The WAWF routing information is incorporated herein. The contractor should utilize the "Combo" document generation option in WAWF.

G. CEILING AMOUNT(S).

The funded ceiling amount is \$519,838,555.09 and is not to be exceeded, if it is exceeded it shall be at the risk of the contractor. The total Cost-Plus-Fixed-Fee ceiling amount, \$22,460,223.00, is inclusive of a base year and 4 option periods and is not to be exceeded, if it is exceeded it shall be at the risk of the contractor.

SECTION SF 1449 - CONTINUATION SHEET**SUPPLIES OR SERVICES AND PRICES**

CLIN 0009. The CLIN extended description has changed from "Program Management Support, Fixed Fee, and Travel for Option Year 4 from 15 March 2008 to and including 14 March 2009. Funded in the amount of \$4,042,618.89" to "Program Management Support, Fixed Fee, and Travel for Option Year 4 from 15 March 2008 to and including 14 March 2009. Funded in the amount of \$3,928,779.45."

CLIN 0010. The CLIN extended description has changed from "1% NIH Fee for Option Year 4 from 15 March 2008 to and including 14 March 2009. Funded in the amount of \$39,287.85" to "1% NIH Fee for Option Year 4 from 15 March 2008 to and including 14 March 2009. Funded in the amount of \$40,426.20."

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000935 is added as follows:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------------------|----------------------|--------------|
| 000935 | | | Dollars, U.S. | | \$0.00 |
| | USTRANSCOM J54-I - PM CPFF Program Management Support for Passive RFID Implementation for Option Year 4 from 9 December 2008 to and including 14 March 2009. Funded in the amount of \$113,835.44. FOB: Destination MILSTRIP: F3ST9683379100 PURCHASE REQUEST NUMBER: F3ST9683379100 SIGNAL CODE: A | | | | |
| | | | | ESTIMATED COST | \$0.00 |
| | | | | FIXED FEE | \$0.00 |
| | | | | | <hr/> \$0.00 |
| | | | | TOTAL EST COST + FEE | \$113,835.44 |
| | ACRN CK CIN: F3ST96833791000000AA | | | | |

SUBCLIN 001013 is added as follows:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------------------|----------------------|--------------|
| 001013 | | | Dollars, U.S. | | \$0.00 |
| | USTRANSCOM J54-I - NIH Fee CPFF 1% NIH Fee for Passive RFID Implementation for Option Year 4 from 9 December 2008 to and including 14 March 2009. Funded in the amount of \$1,138.35. FOB: Destination MILSTRIP: F3ST9683379100 PURCHASE REQUEST NUMBER: F3ST9683379100 SIGNAL CODE: A | | | | |
| | | | | ESTIMATED COST | \$0.00 |
| | | | | FIXED FEE | \$0.00 |
| | | | | | <hr/> \$0.00 |
| | | | | TOTAL EST COST + FEE | \$1,138.35 |
| | ACRN CK CIN: F3ST96833791000002 | | | | |

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$114,973.79 from \$19,723,581.30 to \$19,838,555.09.

SUBCLIN 000935:

Funding on SUBCLIN 000935 is initiated as follows:

ACRN: CK

CIN: F3ST96833791000000AA

Acctng Data: 97X4930 5CBX 7000028 001 2520 S33189 SP10010900258

Increase: \$113,835.44

Total: \$113,835.44

SUBCLIN 001013:

Funding on SUBCLIN 001013 is initiated as follows:

ACRN: CK

CIN: F3ST96833791000002

Acctng Data: 97X4930 5CBX 7000028 001 2520 S33189 SP10010900258

Increase: \$1,138.35

Total: \$1,138.35

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000935:

| | | | |
|-------------|------------|-------------|------------|
| INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
| Destination | Government | Destination | Government |

The following Acceptance/Inspection Schedule was added for SUBCLIN 001013:

| | | | |
|-------------|------------|-------------|------------|
| INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
| Destination | Government | Destination | Government |

The following have been modified:

252.232-7007 - LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006).

(a) Contract line item(s) 0009 through 0010 are incrementally funded. For these item(s), the sum of \$4,083,041.09 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of this Modification P00038, Option Year 4 total funded amount is \$4,083,041.09.

(End of clause)

(End of Summary of Changes)