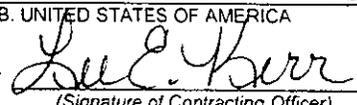


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	2
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO. M9545005RCR5ET3	5. PROJECT NO. (if applicable)	
6. ISSUED BY CODE COMMANDING GENERAL MARCORSYSCOM ATTN: A/C Contracts - LEK 2200 LESTER STREET QUANTICO, VA 22134-6050 Email: lee.kerr@usmc.mil (703) 432-4189	M67854	7. ADMINISTERED BY (if other than item 6) CODE S3306A DCMC SYRACUSE 615 ERIE BLVD., WEST SYRACUSE, NY 13204-2408		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SENSIS CORPORATION Attn: Kim Wandersee 85 Collamer Crossings East Syracuse, NY 13057 (315) 445.5069 CODE 1EG52		(X)	9A. AMENDMENT OF SOLICITATION NO.	
TIN: 22-2629993 DUNS: 151375359			9B. DATED (SEE ITEM 11)	
FACILITY CODE		X	10A. MODIFICATION OF CONTRACT/ORDER NO. M67854-05-C-6507	
			10B. DATED (SEE ITEM 13) 5 January 2005	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p>() The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers () is extended, () is not extended. Offers 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:</p> <p>(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.</p>				
12. Accounting and Appropriation Data (if required) There is a change as a result of this modification – see continuation pages				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
(x)	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 ERED INTO PURSUANT TO AUTHORITY OF:			
X	D. OTHER (Specify type of modification and authority) Unilateral; FAR 52.232-22 Limitation of Funds			
E. IMPORTANT: Contractor (X) is not, () is required to sign this document and return ___ copies to the issuing office.				
<p>The purpose of this modification is 1) to change the Contractor's address and; 2) apply funds in the amount of \$299,835.58, as such the following applies:</p> <p style="text-align: center;">SEE PAGE 2</p>				
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)		
		LEE E. KERR UNITED STATES MARINE CORPS		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	4 August 2005	

1. The Contractor's address is hereby changed to that reflected in Block 8 of this modification.
2. Section G, Contract Administration Data is hereby modified to reflect funding in the amount of \$299,835.58 on ACRN AB as follows:

G.1 ACCOUNTING AND APPROPRIATION DATA

From:

AA 1741319 M6ED 250 67854 067443 2D C1824J 00005RCR4FK8 \$300,000.00

To:

AA 1741319 M6ED 250 67854 067443 2D C1824J 00005RCR4FK8	\$300,000.00
AB 1751319 M6ED 250 67854 067443 2D C1824J 45005RCR5ET3	<u>\$299,835.58</u>
Total Funding Available for Payment	\$599,835.58

3. As a result of the above, CLIN 0001 is fully funded; Paragraph B.4, Allotment of Funds, is deleted and FAR 52.232-20, Limitation of Cost (Apr 1984) applies.
4. All other terms and conditions remain unchanged and in full force and effect.

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER ↓	RATING S-10	PAGE 1 OF 19
2. CONTRACT (Proc. Inst. Ident.) NO. M67854-05-C-6507		3. EFFECTIVE DATE 3 JAN 2005	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. M9545005RCR4FK8	
5. ISSUED BY CODE M67854 COMMANDING GENERAL MARINE CORPS SYSTEMS COMMAND 2200 LESTER STREET QUANTICO, VA 22134-0050 Buyer: Ms. Patricia A. Pagonis (703) 432-4065 Patricia.Pagonis@usmc.mil		6. ADMINISTERED BY (If Other than 5) CODE S3306A DCMA SYRACUSE 614 ERJE BLVD. WEST SUITE 300 SYRACUSE, NY 13204-2108		
7. NAME AND ADDRESS OF CONTRACTOR (No. Street City, County, State and Zip Code) SIENSIS CORPORATION 5793 WIDEWATERS PARKWAY DEWITT, NY 13214 DUNS: 151375359 TIN: 22-2629993		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) SEE SECTION F		9. DISCOUNT FOR PROMPT PAYMENT NET 30 DAYS
CODE IEG52 FACILITY CODE		10. SUBMIT INVOICES (4 Copies unless otherwise specified) TO THE ADDRESS SHOWN IN: SEE SECTION G		ITEM SEE SECTION G
11. SHIP TO/MARK FOR CODE SEE SECTION F		12. PAYMENT WILL BE MADE BY CODE HQ0337 DFAS - COLUMBUS CENTER NORTH ENTITLEMENTS OPERATIONS P.O. BOX 15226 PHONE: 800-756-4571 COLUMBUS, OH 43218-2266 FAX: 614-693-6260/9041		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION. <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 14 U.S.C. 253(c) <input type="checkbox"/>		14. ACCOUNTING AND APPROPRIATION DATA SEE SECTION G		
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE
	SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM PHASE II CONTRACT, DoD SBIR TOPIC NO. N03-104 MULTI-BAND AIR DEFENSE/AIR SEARCH RADAR			
				15F. AMOUNT
				COST PLUS FIXED FEE
				15G. TOTAL AMOUNT OF CONTRACT \$ 590,835.98
16. TABLE OF CONTENTS				
SEC	DESCRIPTION	PAGES	SEC	DESCRIPTION
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES	
X	A	SOLICITATION/CONTRACT FORM	X	I
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	X	J
X	C	DESCRIPTION/SPECS/WORK STATEMENT	X	K
X	D	PACKAGING AND MARKING	X	L
X	E	INSPECTION AND ACCEPTANCE	X	M
X	F	DELIVERIES OR PERFORMANCE	X	N
X	G	CONTRACT ADMINISTRATION DATA	X	O
X	H	SPECIAL CONTRACT REQUIREMENTS	X	P
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR AS APPLICABLE				
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) the award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which authorize or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) the award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print) KIM WANDERSEE			20A. NAME OF CONTRACTING OFFICER LEE E. KERR, UNITED STATES MARINE CORPS, CONTRACTING OFFICER	
19B. NAME OF CONTRACTOR BY <u>Kim L. Wandersee</u> (Signature of person authorized to sign)		19C. DATE SIGNED 1/4/05	20B. UNITED STATES OF AMERICA BY <u>Lee E. Kerr</u> (Signature of Contracting Officer)	
			20C. DATE SIGNED 1/5/05	

NSN 7540-01-152-8069
PREVIOUS EDITION UNUSABLE
FAR (48 CFR) 53.214(c)

STANDARD FORM 26 (REV 4-85)
Prescribed by GSA

SECTION B Supplies or Services and Prices

B.1	LINE ITEM DESCRIPTION				
<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	Perform research in accordance with SBIR Phase II proposal entitled Multi-Band Air Defense/Air Search Radar dated 13 July 2004 for SBIR Topic No. N03-164. All reports submitted shall be in accordance with Section C.	1	LOT	\$599,835.58	\$599,835.58
0001AA	Quarterly Progress Reports	6	EA	NSP	NSP
0001AB	Progress Brief	3	EA	NSP	NSP
0001AC	Final Report	1	EA	NSP	NSP
0001AD	Prototype	1	EA	NSP	NSP
Estimated Cost.....					\$571,271.98
Fixed Fee.....					\$ 28,563.60
Total Estimated Cost Plus Fixed Fee.....					\$599,835.58

OPTION					
0002	Additional R&D Efforts for SBIR Topic N03-164 entitled Multi-Band Air Defense/Air Search Radar dated 13 July 2004. To be funded upon exercise of option.	1	LOT	\$149,971.91	\$149,971.91
0002AA	Monthly Progress Reports	5	EA	NSP	NSP
0002AB	Final Brief	1	EA	NSP	NSP
0002AC	Final Report	1	EA	NSP	NSP
Estimated Cost.....					\$142,830.39
Fixed Fee.....					\$ 7,141.52
Total Estimated Cost Plus Fixed Fee.....					\$149,971.91

SECTION B – CONTINUED

B.2 PAYMENT OF FIXED FEE (JOB TYPE) CLIN 0001

FIXED FEE: \$ 28,563.60. The Government shall make payments to the Contractor when requested as work progresses, but not more frequently than biweekly, on account of the fixed fee, equal to 5.0 percent of the amounts invoiced by the Contractor under the "ALLOWABLE COST AND PAYMENT" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "FIXED FEE" clause. In the event of discontinuance of the work in accordance with the clause of this contract entitled "LIMITATION OF FUNDS", the fixed fee shall be re-determined by mutual agreement equitably to reflect the diminution of the work performed; the amount by which such fixed fee is less than, or exceeds payments previously made on account of fee, shall be paid to, or repaid by, the Contractor, as the case may be.

B.3 PAYMENT OF FIXED FEE (JOB TYPE) OPTION CLIN 0002

FIXED FEE: \$ 7,141.52. The Government shall make payments to the Contractor when requested as work progresses, but not more frequently than biweekly, on account of the fixed fee, equal to 5.0 percent of the amounts invoiced by the Contractor under the "ALLOWABLE COST AND PAYMENT" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "FIXED FEE" clause. In the event of discontinuance of the work in accordance with the clause of this contract entitled "LIMITATION OF FUNDS", the fixed fee shall be re-determined by mutual agreement equitably to reflect the diminution of the work performed; the amount by which such fixed fee is less than, or exceeds payments previously made on account of fee, shall be paid to, or repaid by, the Contractor, as the case may be.

B.4 ALLOTMENT OF FUNDS;

a. This contract is incrementally funded with respect to both cost and fee.

b. The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled "FIXED FEE", are as follows:

ITEM(S) ALLOTED TO FIXED FEE

CLIN 0001 \$ 14,281.80

c. The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "LIMITATION OF FUNDS" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

ITEM(S) ALLOTED TO COST PERIOD OF PERFORMANCE

CLIN 0001 \$ 285,718.20 Contract Award – 30 September 2005

d. The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

SECTION C STATEMENT OF WORK

C.1 PERFORMANCE

Contractor shall perform the effort described in proposal entitled "Multi-Band Air Defense/Air Search Radar, dated 13 July 2004, submitted in response to SBIR Topic N03- 164. The technical volume of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of this contract, as if included in full text herein. In the event of an inconsistency between the provisions of this contract and the technical proposal, the inconsistency shall be resolved by giving preference in the following order: (i) the contract (excluding the technical proposal); and (ii) the technical proposal.

C.2 REPORTS

The contractor shall submit the following reports in accordance with the delivery schedule as set forth in Section F.

- (a) **Quarterly Progress Report:** The contractor shall provide one copy of this report (copy may be submitted electronically) to the Project Officer and Marine Corps' SBIR Program Manager. The content shall include the following information.
 - (1) The work accomplished on the project during the reporting period. This discussion shall be broken down by functional components in the same manner as is done on program charts or other reports required.
 - (2) A summary of the status of the project including statement(s) as to whether the work is on schedule and if not, efforts planned to meet the schedule.
 - (3) Other information which may cause a significant change in the work schedule.
 - (4) A status of funding and expenditures (labor hours and dollars).
 - (5) Graphs, drawings, photographs, and other graphic material, and data showing results/status of the study for the period of time covered by the report.
 - (6) A summary of the work to be completed within the coming month.
- (b) **Phase II First Year Summary Report:** The Contractor shall submit a Phase II First Year Summary Report to the Navy SBIR/SBIR Web page at <http://www.onr.navy.mil/sbir>. Select "Submission" then select "Submit a Phase I or Phase II Summary Report;" and follow the directions. The report shall not exceed 750 words and shall be a non-proprietary summary of the Phase II results to date.
- (c) **Draft Final Report:** The Contractor shall submit a draft copy of the final report for review and comment. The Government has 10 days to review and provide comments.
- (d) **Final Report:** The contractor shall provide one copy of this report containing detailed information of the work accomplished during the eighteen month effort to the Project Officer and SBIR Program Manager, and one copy to the Defense Technical Information Center. In addition, the contractor shall provide an electronic reproducible copy of the final report in Microsoft Word 97 compatible. Graphics packages used to create figures, tables, or charts shall be viewable for Windows 98.
 - (1) **SF298:** A completed SF298, "Report Documentation Page", will be used as the first page of the report.

(a) Block 12A (Distribution/Availability Statement). Must contain one of the following statements:

1. Approved for public release; distribution unlimited; or
2. Distribution authorized to U.S. Government Agencies only; contains proprietary information.

(b) Block 13 (Abstract). Must include as the first sentence, "Report developed under SBIR contract." The abstract must identify the purpose of the work and briefly describe the work carried out, the finding or results and the potential applications of the effort. Since the abstract will be published by the DoD, it must not contain any proprietary or classified data.

(c) Block 14 (Subject Terms). Must include the term "SBIR/SBIR Report".

(2) **Summary:** The contractor is required to deliver a summary of the Final Report to the Navy SBIR/SBIR Web page at <http://www.onr.navy.mil/sbir>. Select "Submission" then select "Submit a Phase I or Phase II Summary Report;" and follow the directions. The report shall not exceed 750 words and shall be a non-proprietary summary of the Phase II results and should include potential applications and benefits.

C.3 BRIEFINGS

- (a) **Six-Month Reviews:** The contractor shall brief the PM Radars Program Office at six-month intervals. The brief shall take place at Quantico, VA. The brief shall not last more than 90 minutes. The brief will address the technical accomplishments achieved within the past six months, a schedule showing critical milestones, status of the commercialization plan, funding/expenditure status, any problems or concerns, and an overview of work remaining to be accomplished within the coming six months. The exact time and location of the review will be determined at a later date.
- (b) **Final Report Brief:** The contractor shall provide a final brief to the PM Radars and MARCORSYSCOM SBIR Program Offices. The brief shall take place at Quantico, VA. The brief shall not last more than one hour and fifteen minutes. The brief shall address the technical accomplishments achieved during the eighteen-month (18) period of performance and specific work to be accomplished for the Phase II Option. The contractor shall also provide an overview of their commercialization plan. The exact time and location of the brief will be determined at a later date. The contractor shall provide six hard copies of their presentation at the time of the briefing.

C.4 OPTION

This option allows the contractor to further the research and development effort of the Phase II study. (Note: this option does not obligate the Government to award a Phase III contract). If Option CLIN 0002 is exercised, the contractor is required to provide five (5) monthly progress reports and one final report summarizing the effort accomplished during the Option period. The contractor shall also provide one review/briefing to the Program Office at the completion of the six-month effort. This briefing shall address the technical accomplishments achieved during the six-month period of performance and shall provide an updated overview of the commercialization plan.

SECTION D Packaging and Marking

D.1 PREPARATION FOR SHIPMENT

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

D.2 MARKING OF CONTRACTOR REPORTS

The Contractor shall prominently display on the cover of the final report the following information:

- (a) Name and business address of contractor.
- (b) Contract number.
- (c) SBIR Topic Number.
- (d) Technical Point of Contact (TPOC):

Ms. Kenea C. Maraffio
Project Officer Radars
2200 Lester Street
Quantico, VA 22134
maraffioke@mesc.usmc.mil

SECTION E Inspection and Acceptance

E.1 INSPECTION AND ACCEPTANCE TERMS

Inspection and acceptance of all work performed and/or delivered under this contract shall be accomplished at destination by the Project Officer or his duly authorized representative.

E.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available.

FAR 52.246-9	Inspection Of Research And Development (Short Form)	APR 1984
DFAR 252.246-7000	Material Inspection And Receiving Report	DEC 1991

SECTION F Deliveries or Performance

F.1 DISTRIBUTION OF REPORTS

CLINs 0001AA and 0001AC and Option CLINs 0002AA and 0002AC

One copy of each report identified under CLINs 0001AA and 0001AC and Option CLINs 0002AA and 0002AC shall be delivered to the following addresses:

Marine Corps Systems Command
Attn: Office of Science and Technology
Marine Corps SBIR Program Office
(Mr. Paul Lamert)
2200 Lester Street
Quantico, VA 22134
Phone: (703) 432-3502
Email: paul.a.lambert@usmc.mil

Marine Corps Systems Command
Attn: Project officer
(Ms. Kenea C. Maraffio)
2200 Lester Street
Quantico, VA 22134-5010
Phone: (703) 432-4214
Email: maraffioke@mcsc.usmc.mil

CLIN 0001AC

In addition to the two addresses identified above, one copy of the report identified under CLIN 0001AC shall be delivered to the following address:

Defense Technical Information Center
ATTN: Document Acquisition
8725 John J. Kingman Road, Suite 0944
Ft. Belvoir, VA 22060-6218

The Phase II First Year Summary and Final Summary reports shall be posted to the following DoD SBIR/SBIR web page:

<http://www.onr.navy.mil/sbir>

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract begins on contract award and shall not exceed an 18-month period for CLIN 0001. If Option CLIN 0002 is exercised, period of performance shall not exceed 6 months.

F.3 DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB
0001				
0001AA	Quarterly, beginning 45 days after effective date of contract	ea	6	Destination
0001AB	At six-month intervals beginning six months after effective date of contract	ea	3	Destination
0001AC	18 months after effective date of contract	ea	1	Destination
* See Note 1				
0001AD	18 months after effective date of contract	ca	1	Destination
OPTION				
0002				
0002AA	Monthly, beginning 45 days after effective date of option exercise	ea	5	Destination
0002AB	6 months after effective date of option exercise	ea	1	Destination
0002AC	6 months after effective date of option exercise	ea	1	Destination

Note 1. Final Report – A draft report shall be due 16 months after effective date of contract for CLIN 0001AC. The Government shall have 10 working days for review and/or acceptance/rejection.

F.4 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

FAR 52.242-15	Stop-Work Order	AUG 1989
FAR 52.242-17	Government Delay Of Work	APR 1984
FAR 52.247-34	F.O.B. Destination	NOV 1991

F.5 CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the Contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify the Contracting Officer in writing, via the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

SECTION G Contract Administration Data

G.1 ACCOUNTING AND APPROPRIATION DATA

AA 1741319 M6ED 250 67854 067443 2D C1824J 00005RCR4FK8 \$300,000.00

G.2 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME Ms. Lee E. Kerr
ADDRESS 2200 Lester Street, Quantico, VA 22134
TELEPHONE (703) 432-4189
EMAIL lee.kerr@usmc.mil

G.3 DELEGATION OF AUTHORITY FOR CONTRACT ADMINISTRATION

The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Command is designated as the authorized representative of the Contracting Officer for purposes of administering this contract in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished, technical cognizance is retained by the Marine Corps Systems Command.

G.4 SUBMISSION OF INVOICES

(a) "Invoice as used in this clause includes contractor request for interim payments using public vouchers (SF-1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 2 copies, to the contract auditor at the following address:

Defense Contract Management Agency (DCMA)
Attn: Mr. Frank Lepkowski
614 Erie Blvd West
Syracuse, NY 13204

In addition, an information copy shall be submitted to:

Marine Corps Systems Command
Attn: Radars Project Officer
(Ms. Kenea C. Maraffio)
2200 Lester Street
Quantico, VA 22134

Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment Terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/services is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

is required with each invoice submittal.

is required only with the final invoice (CLIN 0002 only).

is not required.

(f) A Certificate of Performance

shall be provided with each invoice submittal.

is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

SECTION H Special Contract Requirements

H.1 PROJECT OFFICER POINT OF CONTACT

(a) The Contracting Officer hereby appoints the Project Officer as the point of contact for this contract:

Ms. Kenea C. Maraffio
Project Officer, Radars

H.2 SENSE OF THE CONGRESS CONCERNING AMERICAN-MADE EQUIPMENT AND PRODUCTS

Purchase of American-made equipment and products: It is the sense of Congress that award of SBIR contract under Section 9 of the Small Business Act should, when purchasing any equipment or a product with funds provided through the funding agreement, purchase only American-made equipment and products. The contractor shall comply to the extent possible in keeping with the overall purposes of the SBIR program. This notice is hereby set forth in accordance with subsection (a), SEC 306 of the Small Business Innovation Research Program Reauthorization Act of 1992.

H.3 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE

All representations and certifications and other written statements made by the contractor in response to SECTION K of the solicitation or at the request of the contracting officer, incident to the award of the contract or modification of this contract, are hereby incorporated by reference with the same force and effect as if they were given in full text.

H.4 RESEARCH AND ANALYTICAL WORK. The contractor shall perform a minimum of 50% of the research and/or analytical work under this contract.

H.5 PLACE OF PERFORMANCE. The research or research and development work under this contract shall be performed in the United States. "United States" means the fifty states, the Territories and possessions of the United States, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, the Trust Territory of the Pacific Islands, and the District of Columbia.

H.6 PRE-CONTRACT COSTS. In accordance with FAR 31.205.32, all costs which have been incurred by the Contractor on or after 03 January 2005 and before the effective date of this contract, where their incurrence is necessary to comply with the proposed schedule, will be considered allowable if incurred after 03 January 2005, and only to a maximum of \$300,00.00.

H.7 CHANGES IN KEY PERSONNEL

(a) A partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) The contractor agrees that during the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; (3) the hourly rates of the incumbent and the proposed substitute; and (4) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.

(d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

H.8 INVENTION DISCLOSURES AND REPORTS

(a) In accordance with the Patent rights clause of this contract, the contractor shall submit DD Form 882, Report of Inventions and Subcontracts, along with written disclosure of inventions of the Contract Administration Office (CAO) specified in the contract.

(b) The cognizant Administrative Contracting Officer (ACO) will forward such reports and disclosure directly to the address designated below for review and recommendation:

Marine Corps Systems Command
Attn: Contracting Officer
(Ms. Lee E. Kerr)
2200 Lester Street
Quantico, VA 22134

(c) Written clearance for the Final DD Form 882 submission must be provided directly from the above office with a copy to the PCO.

H.9 PUBLIC DISCLOSURE

Any information pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval to the Contracting Officer.

H.10 POST AWARD CONFERENCE

(a) A post-award conference with the offeror will be conducted within 45 days after award of the contract at the Government's discretion. If held, the conference will be held at the contractor's facility and will be chaired by either the contract specialist or SBIR Program Manager. At a minimum, the post award conference will address the following: Phase II work Summary, schedule, GFE (if any), and the contractor's commercialization plan. The post-award conference will be mutually scheduled by the Contractor and the Government.

(b) The requirement for a post-award conference shall in no event constitute grounds for excusable delay by the Contractor in the performance of any provisions in this contract.

SECTION I Contract Clauses

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be addressed electronically at these addresses: <http://www.arnet.gov.far> or <http://farsite.hill.af.mil>.

FAR CLAUSES:

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Sub-Contractor Sales to the Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	APR 1991
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2003
52.204-4	Printing/Copying Double-sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records - Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other Than Pensions	OCT 1997
52.216-7	Allowable Cost and Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.217-7	Option for Increased Quantity - Separately Priced Line Item	MAR 1989
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.222-2	Payment of Overtime Premiums (para (a)-zero)	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity for Special Disabled Veterans,, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions On Certain Foreign Purchases	DEC 2003
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I (APR 1984)	JUL 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 1996
52.227-11	Patent Rights—Retention By the Contractor (Short Form)	JUN 1997
52.227-20	Rights in Data—SBIR Program	MAR 1994

52.228-7	Insurance-Liability To Third Persons	MAR 1996
52.232-17	Interest	JUN 1996
52.232-22	Limitation of Funds	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt II	Changes--Cost Reimbursement - Alternate II (APR 1984)	AUG 1987
52.244-2	Subcontracts - ALT I	AUG 1998
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.245-5	Government Property (Cost Reimbursement, Time-and-Material, or Labor Hour Contracts)	MAY 2004
52.246-23	Limitation of Liability	FEB 1997
52.246-25	Limitation of Liability - Services	FEB 1997
52.247-1	Commercial Bill of Lading Notations	APR 1984
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

DFARS CLAUSES:

252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies	DEC 2004
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment for Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.223-7004	Drug-Free Work Force	SEP 1988
252.225-7001	Buy American Act and Balance of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources as Subcontractors	APR 2003
252.225-7013	Duty-Free Entry	JAN 2004
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7014	Preference For Domestic Specialty Metals	APR 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7018	Rights in Noncommercial Technical Data and Computer Software--Small ALT I	JUN 1995
252.227-7019	Business Innovation Research (SBIR) Program	JUN 1995
252.227-7025	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legend	JUN 1995
252.227-7030	Technical Data - Withholding of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payments Requests	JAN 2004
252.235-7011	Final Scientific or Technical Report	NOV 2004

252.242-7000	Post-award Conference	DEC 1991
252.242-7004	Material Management and Accounting System	DEC 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports of Government Property	MAY 1994

CLAUSES INCORPORATED BY FULL TEXT

I.2 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall --
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).
(End of Clause)

I.3 DFARS 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)

- (a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the [name of contracting agency(ies)] under Contract No. [Contracting agency(ies) contract number(s)].
- (b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the [name of contracting agency(ies)].

I.4 DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

- (a) Definitions. As used in this clause-
- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
 - (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
 - (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
 - (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
 - (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information-

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief-

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
------------------	---------------------	----------

TOTAL

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontractors under this contract that--

(1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and

(2) Are for a type of supplies described in paragraph (b)(3) of this clause.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE COMMANDING GENERAL MARCORSYSCOM ATTN: A/C Contracts - LEH 2200 LESTER STREET QUANTICO, VA 22134-6050 Email: lee.hoyland@usmc.mil (703) 432-4189	M67854	7. ADMINISTERED BY (if other than item 6) CODE S3306A DCMC SYRACUSE 615 ERIE BLVD., WEST SYRACUSE, NY 13204-2408		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SENSIS CORPORATION Attn: Kim Wandersee 85 Collamer Crossings East Syracuse, NY 13057 (315) 445.5069 CODE 1EG52		(X)	9A. AMENDMENT OF SOLICITATION NO.	
TIN: 22-2629993 DUNS: 151375359			9B. DATED (SEE ITEM 11)	
FACILITY CODE		X	10A. MODIFICATION OF CONTRACT/ORDER NO. M67854-05-C-6507	
			10B. DATED (SEE ITEM 13) 5 January 2005	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p>() The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers () is extended, () is not extended. Offers 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:</p> <p>(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.</p>				
12. Accounting and Appropriation Data (if required) There is no change as a result of this modification.				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
(X)	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: Mutual Agreement; FAR 43.103(a)			
	D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor () is not, (X) is required to sign this document and return <u>1</u> copies to the issuing office.				
<p>The purpose of this modification is change the period of performance for CLIN 0002. As such, the period of performance for CLIN 0002 shall begin upon completion of CLIN 0001 and shall not exceed six (6) months.</p>				
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) Kim V. Wandersee; Contracts Manager – Defense and Security Systems		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LEE E. HOYLAND UNITED STATES MARINE CORPS		
15B. CONTRACTOR/OFFEROR <i>Lee E. Hoyland</i> (Signature of person authorized to sign)	15C. DATE SIGNED 01 November 2006	16B. UNITED STATES OF AMERICA BY <i>Lee E. Hoyland</i> (Signature of Contracting Officer)	16C. DATE SIGNED 11/7/06	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. A00001	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)	
6. ISSUED BY DCMA SYRACUSE 615 ERIE BLVD WEST SYRACUSE NY 13204-2408 Frank Lepkowski/GUSOA/(315)423-8552 frank.lepkowski@dcma.mil	CODE S3306A	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SENSIS CORPORATION 85 COLLAMER CROSSINGS EAST SYRACUSE NY 13057-1101			(X)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			(X)	10A. MODIFICATION OF CONTRACT/ORDER NO. M67854-05-C-6507
				10B. DATED (SEE ITEM 13) 2005 JAN 03
CODE 1EG52	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 Offers 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 ACKNOWLEDGEMENT 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)

NO CHANGE IN OBLIGATION AMOUNT

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) 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)
Unilateral mod issued IAW FAR 42.302(a)(59)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
PAYMENT OFFICE: HQ0337 ACO MODULE: A0269968

a. The contractor's address is changed to: as shown in block 8

END OF MODIFICATION

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) MICHAEL R. FLANNERY Administrative Contracting Officer	
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 20050519

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
				1	2
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE See BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO. M9545006RCR6CA1		5. PROJECT NO. (If applicable)
6. ISSUED BY CODE COMMANDING GENERAL MARCORSYSCOM ATTN: A/C Contracts - LEK 2200 LESTER STREET QUANTICO, VA 22134-6050 Email: lee.kerr@usmc.mil (703) 432-4189		M67854	7. ADMINISTERED BY (if other than item 6) CODE DCMC SYRACUSE 615 ERIE BLVD., WEST SYRACUSE, NY 13204-2408		S3306A
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SENSIS CORPORATION Attn: Kim Wandersee 85 Collamer Crossings East Syracuse, NY 13057 (315) 445.5069 TIN: 22-2629993 DUNS: 151375359 CODE 1EG52 FACILITY CODE			(X)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. M67854-05-C-6507	
				10B. DATED (SEE ITEM 13) 5 January 2005	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>() The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers () is extended, () is not extended. Offers 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:</p> <p>(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.</p>					
12. Accounting and Appropriation Data (if required)					
There is a change as a result of this modification – see continuation pages					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
(x)	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 ERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) Unilateral; 52.217-7 Option for Increased Quantity – Separately Priced Line Item				
E. IMPORTANT: Contractor (X) is not, () is required to sign this document and return ___ copies to the issuing office.					
<p>The purpose of this modification is 1) exercise Option CLIN 0002 and; 2) apply funds in the amount of \$149,971.91, as such the following applies:</p> <p style="text-align: center;">SEE PAGE 2</p>					
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)		
			LEE E. KERR UNITED STATES MARINE CORPS		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			BY <u>Lee E. Kerr</u> (Signature of Contracting Officer)		27 February 2006

1. Option Item 0002 is hereby exercised. All references to the word "Option" with regard to this CLIN are deleted.
2. Section G, Contract Administration Data is hereby modified to reflect funding in the amount of \$149,971.91 on ACRN AC as follows:

G.1 ACCOUNTING AND APPROPRIATION DATAFrom:

AA 1741319 M6ED 250 67854 067443 2D C1824J 00005RCR4FK8	\$300,000.00
AB 1751319 M6ED 250 67854 067443 2D C1824J 45005RCR5ET3	<u>\$299,835.58</u>
Total Funding Available for Payment	\$599,835.58

To:

AA 1741319 M6ED 250 67854 067443 2D C1824J 00005RCR4FK8	\$300,000.00
AB 1751319 M6ED 250 67854 067443 2D C1824J 45005RCR5ET3	\$299,835.58
AC 1761319 M6ED 250 67854 067443 2D M95450 45006RCR6CA1	<u>\$149,971.91</u>
Total Funding Available for Payment	\$749,807.49

3. This contract is fully funded; FAR 52.232-20, Limitation of Cost (Apr 1984) applies.
4. All other terms and conditions remain unchanged and in full force and effect.