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OMB Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. **Modification No. 20** 3. EFFECTIVE DATE **27 October 2008** 4. REQUISITION/PURCHASE REQ. NO. **240207770356** 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE

For any questions, please call

8. NAME AND ADDRESS OF CONTRACTOR (No Street, county, State and ZIP Code) **Mitchell, Jessen, & Associates**

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. **2005*P141590*000**

10B. DATED (SEE ITEM 13) **2 March 2005**

CODE 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. 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:

(a) By completing Items 8 and 15, and returning one (1) copy 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 DATA 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) **The overall contract value is decreased from \$98,285,630 by (\$9,808,713) to \$88,476,917.**

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

- (D) 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
- X 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(a).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) **SEE PAGE TWO**

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) 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16C. DATE SIGNED **10/27/08**

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This contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

Please direct any questions concerning this modification to the Contracting Officer,

(A) The purpose of Modification 20 is to:

1. Incorporate a revised SOW dated 9 September 2008. This SOW realigns positions that results in an overall decrease to the value of the contract. The overall contract value is decreased from \$98,285,630 by (\$9,808,713) to \$88,476,917.
2. The value of Option Year 3 will decrease from \$28,385,557 by (\$9,808,713) to \$18,576,844.
3. The target LOE for Option Year 3 is reduced from 127,640 by 15,200 to 112,440.
4. The value of Option Year 4 will decrease from \$33,782,961 by (\$14,614,859) to \$19,168,102.
5. Funding remains at \$79,950,073 leaving \$8,526,844 to fund.

(B) As a result the following Clauses have been modified.

Contract Summary -

Firm Fixed Price/Level-of-Effort = Base Plus Option Year Two -	\$68,090,042
Cost Plus Fixed Fee = Base Plus Option Year Two -	\$20,386,875

	\$88,476,917

B-1. 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004)

(a) This is a Firm Fixed Price Level-of-Effort Term Contract as identified in FAR 16.207. The total price for full performance hereunder is **\$68,090,042**.

Base	\$11,731,284.00
Opt Yr 1	\$18,954,308.00
Opt Yr 2	\$21,346,676.00
Opt Yr 3	\$16,057,774.00
Total	\$68,090,042.00

(b) The Contractor shall expend its best effort towards accomplishing the work outlined in the clause entitled "Scope of Contract". The level-of-effort required for total performance under this contract is a minimum of **420,201** labor hours and a maximum of **446,195** labor hours.

(c) The estimated composition of the total labor-hours under this contract is as follows:

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	BASE plus ECP 1&2	Option Year 1 plus ECP 1&2	Option Year 2	Option Year 3	Revised Total
Level-of-Effort- Target	66,398	126,720	127,640	112,440	433,198
Minimum-3% swing	64,406	122,918	123,810	109,067	420,201
Maximum-3% swing	68,390	130,522	131,470	115,813	446,195

(d) The Contractor shall continually evaluate the total level-of-effort required and recommend to the Government changes thereto which are considered beneficial in attaining the overall objectives of this contract. In controlling the utilization of labor-hours, the Contractor shall promptly notify the Contracting Officer, in writing, when there is an indication that premature exhaustion of the total labor-hours is predicted.

(e) It is understood and agreed that the rate of labor-hours per month may fluctuate in pursuit of the technical objective; however, such fluctuations will be controlled to avoid an exhaustion of the total labor-hours of effort before the expiration of the term of the contract.

(f) It is further agreed that the Contractor may submit written requests for acceleration of the average hourly rate of effort that will result in the utilization of the total labor-hours set forth above prior to the expiration date of this contract. If the contractor's request is approved by the Contracting Officer, the accelerated performance shall be without increase in contract price and the transaction formalized by modification to this contract.

(g) On or about the completion date of this contract, the Contractor shall submit to the Contracting Officer a brief certified statement supported by a breakdown, by labor category, of the labor hours actually expended in the performance of this contract.

(h) The Firm Fixed Price for performance under this contract is predicated upon the Contractor furnishing at least the minimum but up to and including the maximum effort specified. In the event the minimum level-of-effort is not provided as specified, the Contracting Officer shall either require the Contractor to continue to perform work under the contract until the minimum level-of-effort has been provided (if consistent with appropriations law) or make an equitable downward adjustment in contract price in accordance with the following formula:

$$\text{Price Reduction} = \frac{\text{FFP (in \$)} \times (\text{Target LOE} - \text{Expended LOE})}{\text{Target LOE}}$$

Target LOE

"Price Reduction" computed by the above formula is the dollar amount by which the contract price will be reduced. "FP" in the above formula means the fixed price specified in the contract. "LOE" in the above formula means "level of effort".

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B-5. 152.216-752 Type of Contract and Consideration (CPFF) (OCT 2003)

This is a Cost-Plus-Fixed-Fee (CPFF) Completion type contract, as identified under Federal Acquisition Regulation (FAR) 16.306, in the total estimated amounts set forth below.

Estimated Cost:	Base	Option Yr 1	Option Yr 2	Option Yr 3	Total
Total CPFF:	\$2,568,379	\$7,649,713	\$7,649,713	\$2,519,070	\$20,386,875

Summary of clause 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004) and 152.216-752 Type of Contract and Consideration (CPFF) (OCT 2003)

	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
Base (2 March 2005 - 1 March 2006)								
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
TOTAL	66,398	\$9,010,780	\$1,186,256	\$880,091	\$58,120	\$1,634,249	\$1,530,167	\$14,299,663

	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
Option Year One (2 Mar 2006 - 1 Mar 2007)								
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL	166,440	\$21,688,712	\$2,620,252	\$1,481,326	\$108,722	\$1,628,890	\$2,981,728	\$30,509,630

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Options -

Option Year Two (2 Mar 2007 - 1 Mar 2008)	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL	169,200	\$23,148,715	\$3,253,591	\$1,664,686	\$121,709	\$1,789,168	\$3,349,223	\$33,327,093

Option Year Three (2 Mar 08 - 1 Mar 09)	LOE	Direct Cost	Total Cost
CLIN 0001 Original Labor FFP LOE			
Subtotal FFP/LOE			
CLIN 0002 Danger Pay CPFF			
CLIN 0003 Travel CPFF			
CLIN 0004 Training CPFF			
CLIN 0005 ODC CPFF (DBA included)			
Subtotal CPFF			
SG			
CLIN 0006 Labor FFP			
CLIN 0007 Material Travel CPFF			
SUB SG			
TOTAL	112,440		\$ 18,576,844.00

Optional Positions - Option Year 3								
CLIN 0008 Language LOE								
CLIN 0009 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions	41,560							\$4,478,561

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Option Year Four (2 Mar 09 - 1 Mar 10)	LOE	Direct Cost	Total Cost
CLIN 0001 Original Labor FFP LOE			
Subtotal FFP/LOE			
CLIN 0002 Danger Pay CPFF			
CLIN 0003 Travel CPFF			
CLIN 0004 Training CPFF			
CLIN 0005 ODC CPFF (DBA included)			
Subtotal CPFF			
SG			
CLIN 0006 FFP			
CLIN 0007 CPFF			
Subtotal Optional Positions			
TOTAL	112,440		\$ 19,168,102.00

Optional Positions - Option Year 4	LOE	Direct Cost	Total Cost
CLIN 0007 Language LOE			
CLIN 0008 Opt. Admin LOE			
CLIN 2X Security Specs. LOE			
Subtotal Optional Positions	41,560		\$4,632,348

All OCONUS travel subject to Danger Pay will be computed in accordance under the guidance listed below, which requires the combined payments may not exceed 25 percent of basic compensation.

IC Paybands	Danger Pay per 12 Hour Day
Security Exploitation Team Leaders - Level 3 (IC)	
Security Exploitation Specialists - Level 2 (IC)	
Security Exploitation Specialists - Level 1 (IC)	

***Danger Pay will escalate 4% for all option years**

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B-6. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$45,903,684 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of this modification \$45,903,684
 Provide additional funding by July 2007

(b) 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 for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) 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 contract effort funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are

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allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, 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 before termination allot additional funds for performing the contract.

(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 the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

B-7. 152.232-724 Allotted Contract Funding (JAN 2004)

Pursuant to the "Limitation of Funds" clause, the funding presently available and allotted for the performance of this contract is set forth below. The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of this amount and the Contractor shall not be obligated to continue performance under this contract or otherwise incur costs in excess of the stipulated amount. The Government estimates that the allotment will cover the period of performance identified below:

Allotted: \$45,903,684

Additional funding will be provided by July 2007

(C) All other terms and conditions remain unchanged.

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