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OMB Approval 2700-0042

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 5 PAGES
2. AMENDMENT/MODIFICATION NO. <b>Modification No. 4</b>	3. EFFECTIVE DATE <b>See block 16a</b>	4. REQUISITION/PURCHASE NO. Q NO. <b>240206770431</b>	5. PROJECT NO. (If applicable)	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
			<b>For any questions, please call</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) <b>Mitchell, Jessen, &amp; Associates</b>			(b) 9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MODIFICATION OF CONTRACT/ORDER NO. <b>2005*P141590*000</b>	
			10B. DATED (SEE ITEM 13) <b>2 March 2005</b>	
9. CODE 12725	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 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)

**Increase Contract Value to \$26,765,516 and Contract Obligation to \$19,854,423.**

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

(b) 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(a).
X C	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Mutual Agreement of Parties</b>
D	OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 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) <b>CHIEF FINANCIAL OFFICER</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED <b>3/06</b>
16B. UNITED STATES OF AMERICA <u>1</u>	16C. DATE SIGNED <b>3/06</b>

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The purpose of Modification No. 04 is to increase contract value, via letter modification, for the addition of ECP 1& 2 as outlined in the Statement of Work, "DCI's Counterterrorist Center (CTC) Elicitation and Training for CTC "ETC" Project revised 26 February 2006. This letter modification represents an undefinitized contract action, which may not exceed \$7,980,410 (\$2,980,410 Mod #2 and \$5,000,000 Mod #4).

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

**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 \$26,765,516.

	Base	Option Year 1	Revised Total
Level-of-Effort-Target			
Minimum-3% swing			
Maximum-3% swing			
Labor			
Other Direct Costs (ODCs)			
Danger Pay			
DBA Insurance			
Fringe Benefits			
G&A			
Overhead			
CLIN-Travel (not to exceed)			
Subtotal (rounded)			
Letter Modification -Mod #2 (undefinitized-NTE)			
Letter Modification -Mod #4 (undefinitized-NTE)			
		Total	\$26,765,516

	Option Year 2	Option Year 3	Option Year 4
Level-of-Effort-Target			
Minimum-3% swing			
Maximum-3% swing			
Labor			
Other Direct Costs (ODCs)			
Danger Pay			
DBA Insurance			
Fringe Benefits			
G&A			
Overhead			
CLIN-Travel (not to exceed)			
Total (rounded)	\$10,348,787	\$10,705,950	\$10,864,621

\*To be exercised.

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\*\*Letter Modification (Mod #2) – November 14, 2005 to March 31, 2006 and Letter Modification (Mod #4) – March 1, 2006 to March 31, 2006.

(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 84,745 labor hours.

**B-5. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)**

(a) This firm-fixed-price contract is incrementally funded. The sum of \$19,854,423 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 contract/Modification #1	- \$8,854,423
Modification #2	- \$1,000,000
March 1, 2006-Option Year 1	- \$5,000,000
March 1, 2006-ECP 1&2	- \$5,000,000
	-----
Total Funding	\$19,854,423

To be funded –

June 1, 2006	- \$3,911,093
November 1, 2006	- \$3,000,000
Funding for ECP 1 & 2-undefinitized	TBD
	-----
	\$26,765,516

(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

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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 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."

Add -

**52.216-24 Limitation of Government Liability (APR 1984) (MODIFIED)**

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$7,980,410 for the letter modification (#2 & 4).

(b) The maximum amount for which the government shall be liable if this contract is terminated is \$19,854,423.

**52.216-25 Contract Definitization (OCT 1997)**

(a) A Firm Fixed Price/Level-of-Effort definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include

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(1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms and conditions. The Contractor agrees to submit a Firm Fixed Price/Level-of-Effort proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this modification is:

Proposal submission	<b>15 March 2006</b>
Negotiations	<b>22 March 2006</b>
Definitization	<b>31 March 2006</b>

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by -

- (i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
- (iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) of this section, all clauses, terms and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

In addition thereto and in compliance with the regulation cited above, the following provisions are hereby incorporated by reference.

<u>Clause No.</u>	<u>Text Reference</u>	<u>Title</u>
52.216-26	16.603-4(c)	<b>Payments of Allowable Costs Before Definitization. (DEC 2002)</b>

All other contract terms and conditions not reflected herein as revised remain unchanged and in full force and effect.

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