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GMB Approval 2700 0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE	PAGE OF PAGES 1 4
2 AMENDMENT/MODIFICATION NO Modification No. 12	3 EFFECTIVE DATE 17 September 2007	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			(B) 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase the funding on contract from \$52,403,684 by \$1,000,000 to \$53,403,684. This leaves \$16,496,389 to fund.

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
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	16B. DATE SIGNED	16C. DATE SIGNED
			9 OF

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FAR (48 CFR) 53.243

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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 12 is to:

1. Increase the funding on contract from \$52,403,684 by \$1,000,000 to \$53,403,684. This leaves \$16,496,389 to fund.

* There are still 41,560 hours of additional support (CLIN 007, 008, and 009) that can be exercised if deemed necessary by the Government.

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

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 \$53,403,684 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 \$53,403,684
 Provide additional funding by February 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

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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."

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: \$53,403,684

Additional funding will be provided by December 2007

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(C) All other terms and conditions remain unchanged.

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