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OMB Approval 2100-0047

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 9
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2. AMENDMENT/MODIFICATION NO. Modification No. 16	3. EFFECTIVE DATE 2 March 2008	4. REQUISITION/PURCHASE REQ. NO. 240207770356	5. PROJECT NO. (if applicable)
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6. ISSUED BY CODE	7. ADMINISTERED BY (if other than item 6) CODE
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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.
CODE		9B. DATED (SEE ITEM 11)
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. X 2005*P141590*000
		10B. DATED (SEE ITEM 13) 2 March 2005

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)

Exercise Option 3, this increases the contract value from \$69,900,073 by \$28,385,557 to \$98,285,630.

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

<input checked="" type="checkbox"/>	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.
<input checked="" type="checkbox"/>	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 PAR 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
BY	16B. DATE SIGNED 3 08

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STANDARD FORM 30 (REV. 10-83)
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FAR (48 CFR) 53.243

~~SECRET~~//NOFORN//20310926

~~SECRET//NOFORN//20310926~~

Mitchell, Jessen, & Associates
 #2005*P141590*000
 Modification #16
 Page 2 of 9

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 16 is to:

1. Exercise Option Period 3, this will increase the contract value from \$69,900,073 by \$28,385,597 to \$98,285,630.
2. The target LOE required for this option period is 127,640 with a +/- 3% swing. The total target LOE will increase from 320,758 by 127,640 to 449,398.
3. The period of performance will be extended to 1 March 2009.
4. Increase funding from \$69,900,073 by \$3,200,000 to \$73,100,073, leaving \$25,185,557 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.

Contract Summary -

Firm Fixed Price/Level-of-Effort = Base Plus Option Year Two/Three -	\$73,810,870
Cost Plus Fixed Fee = Base Plus Option Year Two/Three	\$24,747,760

	\$98,285,630

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 **\$73,810,870**.

Base	\$ 11,731,284.00
Opt Yr 1	\$ 18,954,308.00
Opt Yr 2	\$ 21,346,876.00
Opt Yr 3	\$ 21,778,602.00
Total	\$ 73,810,870.00

(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 **434,944** labor hours and a maximum of **461,852** labor hours.

~~SECRET//NOFORN//20310926~~

~~SECRET~~ NOFORN//20310926

Mitchell, Jessen, & Associates
 2005*P1415900*000
 Modification #16
 Page 3 of 9

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

	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	127,640	448,398
Minimum-3% swing	64,406	122,918	123,810	123,810	434,944
Maximum-3% swing	68,390	130,522	131,470	131,470	461,852

(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:

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

Target LOE

"Price Reduction" computed by the above formula is the dollar amount by which the contract price will

~~SECRET~~ NOFORN//20310926

~~SECRET~~ /NOFORN//20310926

Mitchell, Jessen, & Associates
 2005*P1415900*000
 Modification #16
 Page 4 of 9

be reduced. "FP" in the above formula means the fixed price specified in the contract. "LOE" in the above formula means "level of effort".

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	\$6,606,955	\$24,474,760

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

~~SECRET~~ /NOFORN//20310926

~~SECRET~~ // ~~NOFORN~~//20310926

Mitchell, Jessen, & Associates
 2005*P1415900*000
 Modification #16
 Page 5 of 9

	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

~~SECRET~~ // ~~NOFORN~~//20310926

~~SECRET~~ // ~~NOFORN~~//20310926

Mitchell, Jessen, & Associates
 2005*P1415900*000
 Modification #16
 Page 6 of 9

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	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	\$22,423,198	\$3,369,119	\$1,698,226	\$126,577	\$1,822,150	\$3,424,847	\$32,864,118

~~SECRET~~ // ~~NOFORN~~//20310926

SECRET / **NOFORN//20310926**

Mitchell, Jessen, & Associates
 2005*P1415900*000
 Modification #16
 Page 7 of 9

Option Year Four (2 Mar 09 - 1 Mar 10)	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	\$22,986,454	\$3,489,303	\$1,756,447	\$131,639	\$1,874,421	\$3,544,696	\$33,782,961

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 Raybands	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.**

SECRET / **NOFORN//20310926**

~~SECRET~~ // ~~NOFORN~~/20310926

Mitchell, Jessen, & Associates
 2005*P1415900*000
 Modification #16
 Page 8 of 9

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 \$73,100,073 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 \$73,100,073
 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

~~SECRET~~ // ~~NOFORN~~/20310926

~~SECRET~~

NOFORN//20310926

Mitchell, Jessen, & Associates
 2005*P1415900*000
 Modification #16
 Page 9 of 9

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: \$73,100,073

Additional funding will be provided by July 2008

F-3. 152.211-705 Period of Performance (AUG 1996)

The period of performance of this contract is 2 March 2005 to 1 March 2006.

The period of performance for Option 1, if exercised, is 2 March 2006 to 1 March 2007.

The period of performance for Option 2, if exercised, is 2 March 2007 to 1 March 2008.

The period of performance for Option 3, if exercised, is 2 March 2008 to 1 March 2009.

The period of performance for Option 4, if exercised, is 2 March 2009 to 1 March 2010.

(C) All other terms and conditions remain unchanged.

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NOFORN//20310926