

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. + Modification (1) ?	3. EFFECTIVE DATE 31 May 2005	4. REQUISITION/PURCHASE REQ. NO. +	5. PROJECT NO. (If applicable)	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) George Washington University 2121 I Street NW Suite 701 Washington, DC 20052			(✓) 9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MODIFICATION OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	07 April 2005
CODE	FACILITY CODE			

(b)(3)

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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)

+ Contract Value and Contract Funding increase by

(b)(3)

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

(✓) 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
52.217-9 Option to Extend the Term of the Contract (MAR 2000)

E. IMPORTANT: Contractor is not, 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 2.

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. UNITED STATES OF AMERICA
(Signature of person authorized to sign)		BY	(Signature of Contracting Officer)
			16C. DATE SIGNED 4/20/05

(b)(3)

(b)(6)

George Washington University

Contract No.: [redacted]

Modification No. 1.7

Page 2 of 2

(b)(3)

This Contract 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.

A. The purpose of Modification (1) is to accomplish the changes as follows:

- 1. Exercise Option Year 1, in accordance with FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2000) Page 2/3
- 2. Increase the Level-of-Effort by 2,088 hours Page 2/3
- 3. Increase the total FFP by [redacted] Page 2/3
- 4. Incorporate revised Statement of Work Page 6
- 5. Extend the period of performance through 31 May 2006 Page 7
- 6. Update Clauses Page 29
- 7. Update Section J

(b)(3)

B. The following changes are hereby made to the contract terms and conditions.

- 1. Update Section B.1 Clause [redacted] Type of Contract and Consideration (FFP-LOET) (OCT 2003) (b)(3)
- 2. Update Section C.1 Clause [redacted] Statement of Work (OCT 2003) (b)(3)
- 3. Update Section F.3 Clause [redacted] Period of Performance (AUG 1996)
- 4. Incorporate H.17 - Clause [redacted] Prohibition Against Recruiting in Agency Facilities (AUG 2004)
- 5. Update Section J - Statement of Work entitled "Addendum 1 to Statement of Work Gellman Library and the China Security Documentation Center" dated 29 March 2005

C. Remove and substitute pages indicated below, attached hereto and a part of hereof:

Remove Page	Insert Page
1 02	02
2 03	03
3 X06	06
4 07	07
5 X-	20a
6 X29	29

D. Except as indicated above, all other terms and conditions remain unchanged and in full force and effect.

UNCLASSIFIED

George Washington University
 Contract Number
 Page 2 of 29

(b)(3)

SECTION A - SOLICITATION/CONTRACT FORM

A.1 Use of Facsimile Signatures (JUN 2002)

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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.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Type of Contract and Consideration (FFP-LOET) (OCT 2003)

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(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

(b)(3)

	Base Year	Option Year 1	Total
FFP/LOE	<input type="text"/>	<input type="text"/>	<input type="text"/>
Hours	2,088	2,088	4,176
POP	01 June 2004 - 31 May 2005	01 June 2005 - 31 May 2006	01 June 2004 - 31 May 2006

(b)(3)

Unexercised Options

	Option Year 2
FFP/LOE	<input type="text"/>
Hours	2,088
POP	01 June 2006 - 31 May 2007

(b)(3)

(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 2,025,450 labor hours and a maximum of 2,151,302 labor hours.

+/- 3% Swing	Base Year	Option Year 1	Total
Minimum	2,025	2,025	4,050
Target	2,088	2,088	4,176
Maximum	2,151	2,151	4,302

Unexercised Option

+/- 3% Swing	Option Year 2
Minimum	2,025
Target	2,088
Maximum	2,151

UNCLASSIFIED

(b)(3)

UNCLASSIFIED

George Washington University

Contract Number

Page 3 of 29

(b)(3)

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

Labor Category	Base Year	Option Year 1
Cataloguer (Chinese Language)	2,088	2,088
Total	2,088	2,088

Unexercised Options

Labor Category	Option Year 1	Option Year 2
Cataloguer (Chinese Language)	2,088	2,088
Total	2,088	2,088

(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 or make an equitable downward adjustment in contract price in accordance with the following formula:

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

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".

UNCLASSIFIED

(b)(3)

UNCLASSIFIED

George Washington University

Contract Number

Page 6 of 29

(b)(3)

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Statement of Work (OCT 2003)

(b)(3)

The Sponsor's Statement of Work entitled **Gelman Library – the China Security Documentation Center** dated ~~16 April 2004~~ 29 March, which is incorporated by reference or attached hereto, is made a part of this contract.

SECTION D - PACKAGING AND MARKING

Not Applicable

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

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 accessed electronically at this address: <http://www.arnet.gov/far>

52.246-4 Inspection of Services - Fixed-Price. AUG 1996

UNCLASSIFIED

(b)(3)

UNCLASSIFIED

George Washington University

Contract Number [redacted]

Page 7 of 29

(b)(3)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 Clauses Incorporated by Reference (FEB 1998)

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 accessed electronically at this address: <http://www.arnet.gov/far>

- 52.242-15 Stop-Work Order.
- 52.242-17 Government Delay of Work.

AUG 1989
APR 1984

F.2 [redacted] Late Delivery (AUG 1996)

(b)(3)

When the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the contract delivery schedule or date, it shall immediately notify the Contracting Office in writing giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or any rights or remedies provided by law or under this contract.

F.3 [redacted] Period of Performance (AUG 1996)

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The period of performance of this contract shall be from 01 June 2004 to through 31 May 2005 to 01 June 2005 through 31 May 2006.

- ~~Option Year 1: 01 June 2005 to 31 May 2006~~
- ~~Option Year 2: 01 June 2006 to 31 May 2007~~

F.4 [redacted] Place of Performance (AUG 1996)

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The principal place of performance under this contract shall be the Sponsor's facility located at the Contractor's facility.

F.5 [redacted] Contract Status Report (DEC 2001)

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Monthly contract status reports shall be submitted in 3 copies (One copy to the CO; Two copies to the COTR) not later than 15 calendar days after the close of the month covered by the report. Such report shall be in the format as provided in the attached Monthly Contract Status Report exemplar. Failure to submit this report will result in delay in payment of invoices.

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(b)(3)

UNCLASSIFIED

George Washington University
Contract Number [REDACTED]
Page 20a of 29

(b)(3)

H.17 [REDACTED] Prohibition Against Recruiting in Agency Facilities (AUG 2004)

(b)(3)

(a) The Contractor shall inform its employees and subcontractors that they are not permitted to engage in employment recruitment while in any facility controlled by the Agency or to use Agency communications systems (e.g. cable and computer systems) and nonpublic information in connection with recruitment without written approval of the Contracting Officer. For purposes of this clause, recruitment refers to discussions of future employment with the contractor or subcontractor initiated by an employee of the contractor or subcontractor; distribution of employment forms or other employment paperwork, or similar activities directed towards obtaining the employment of an Agency employee by the contractor or subcontractor. Any Contractor or subcontractor employee who violates this policy may be denied further access to Agency facilities and systems. The Contractor shall emphasize this fact to its employees and subcontractors and shall include the substance of this clause in each subcontract issued under this contract.

(b) The prohibition set forth in paragraph (a) above does not apply to the recruitment of Agency personnel enrolled in the Agency's Career Transition Program. The prohibition also does not apply to the recruitment of Agency personnel for part-time work that does not conflict or interfere with Agency personnel's employment with the Agency, provided Contracting Officer approval has been obtained consistent with paragraph (a) above.

(c) Exclusion under the circumstances described in paragraph (a) of this clause shall not relieve the Contractor from full performance of the requirements of this contract, nor will it provide the basis for any claims against the Government.

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(b)(3)

UNCLASSIFIED

George Washington University

Contract Number

Page 29 of 29

(b)(3)

SECTION J - LIST OF ATTACHMENTS

1)

(b)(3)

2) Statement of Work

3) Monthly Contract Status Report exemplar

4) Addendum 1 to Statement of Work

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