

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
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2. AMENDMENT/MODIFICATION NO. Modification (2)	3. EFFECTIVE DATE 10 June 2005	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY [Redacted]	CODE	7. ADMINISTERED BY (If other than Item 6) [Redacted] at [Redacted]	CODE
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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	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. [Redacted]
		10B. DATED (SEE ITEM 13) 07 April 2005

CODE	FACILITY CODE
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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 [Redacted]

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.
	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:
<input checked="" type="checkbox"/>	D. OTHER Specify type of modification and authority [Redacted] - Option for Increased Quantity - Direct Hours (FFP-LOET) (OCT 2003)

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 (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY [Redacted Signature] (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 6/17/05

George Washington University

Contract No.: [redacted]

Modification No. 2

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 (2) is to accomplish the changes as follows:

- 1. Increase the Level-of-Effort by 522 hours
- 2. Increase the total FFP-LOE by [redacted]
- 3. Exercise Clause [redacted] Option for Increased Quantity - Direct Hours (FFP-LOET)
- 4. Increase Document Acquisition funding by [redacted]
- 5. Increase contract value from [redacted] by [redacted]
- 6. Revise Clauses

Page 2/3

Page 2/3

Page 4

(b)(3)

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(b)(3)

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

- 1. Revise Section B.1 Clause [redacted] Type of Contract and Consideration (FFP-LOET) (OCT 2003)
- 2. Incorporate into Section B [redacted] Option for Increased Quantity - Direct Hours (FFP-LOET) (OCT 2003)

(b)(3)

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

Remove Page
02
03
04

Insert Page
02
03
04

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)

(b)(3)

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 \$ which includes for document acquisition.

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	Base Year From Mod 1 (Option Year 1)	By Mod 2 Option Year 1	To Total
FFP/LOE			
Hours	2,088,176	2,088,522	4,176,698
POP	01 June 2004 2005 - 31 May 2005 2006	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 4,050,624 labor hours and a maximum of 4,302,876 labor hours.

+/- 3% Swing	Base Year From Mod 1 Option Year 1	By Option Year + Mod 2	To Total
Minimum	2,025,050	2,025,522	4,050,572
Target	2,088,176	2,088,522	4,176,698
Maximum	2,154,302	2,151,522	4,302,824

457.

4839.

Unexercised Option

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

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(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	2,0882,662
Total	2,088	2,0882,662

Unexercised Options

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

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

"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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George Washington University
 Contract Number [redacted]
 Page 4 of 29

(b)(3)

B.2 [redacted] Option for Increased Quantity – Direct Hours (FFP-LOET) (OCT 2003)

(b)(3)

(a) The parties recognize that the total amount of direct labor hours set forth in the "Type of Contract and Consideration" clause in Section B represent(s) the best estimate of the number of direct hours that will be required to accomplish this contract effort. As the work continues or evolves, the effort originally contemplated may enlarge or modify, necessitating additional hours in excess of the amount set forth in said clause. As long as the additional effort is deemed by the contracting officer to be within the scope of the contract, the total amount of direct hours may be increased in order that additional effort may be performed. Unless otherwise specified in the contract, any increase in total hours shall be at the firm fixed price (FFP) hourly rate as set forth in paragraph (b) below.

(b) The Government may increase the number of direct hours by issuing an appropriately funded unilateral modification to this contract citing this clause as authority. Each unilateral modification issued pursuant to this provision shall increase the total estimated contract value set forth in the "Type of Contract and Consideration" clause in Section B, at the FFP per hour amounts as shown in the following table, respectively for each direct hour added.

Base (01 June 2004 to 31 May 2005):

Labor Category	FFP/Hour
Cataloguer (Chinese Language)	[redacted]

(b)(3)

Option within Option Year 1 (01 June 2005 to 31 May 2006):

Labor Category	FFP/Hour
Cataloguer (Chinese Language)	[redacted]

(b)(3)

Option within Option Year 2 (01 June 2006 to 31 May 2007):

Labor Category	FFP/Hour
Cataloguer (Chinese Language)	[redacted]

(b)(3)

(c) The number of direct labor hours that may be increased under this clause is not to exceed 25% of the negotiated level-of-effort (LOE) as stated in the base contract or in each negotiated option period. However, the authorizations for such increases must be accomplished within the period of performance when the option is exercised.

B.2 [redacted] Scope of Contract (Fixed-Price, Level-of-Effort Term) (OCT 2003)

(b)(3)

The Contractor shall:

(a) On a Level-of-Effort basis, perform assigned tasks, in accordance with the Statement of Work (SOW).

(b) In accordance with the terms and conditions set forth hereafter, furnish the necessary qualified and properly cleared personnel, services, travel, facilities, and materials (except those specifically designated to be provided by the Government) to enable accomplishment of the specific tasks identified by the Statement of Work.

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