
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT
(continued)

The purpose of this modification is obligate funds in the amount of \$323,577.50. Accordingly, H-36049D is modified as follows:

- A. Under *Section 2, Clause 3, Limitation of Funds*, the total amount allotted by the Government is increased by \$323,577.50 from \$15,894,438 to \$16,218,015.50. The funded through date is changed to September 16, 2005.
- B. The modification made in A above is reflected in total on the change pages enclosed herewith. In order to reflect the changes made, the pages listed below are hereby deleted from, or added to, H-36049D. A vertical change bar is included in the right margin to indicate the specific areas of change.

Page(s) Deleted

Section 2, pages 6 and 7

Page(s) Added

Section 2, pages 6 and 7

- A. The total firm-fixed price of this GSA order for the base period from the effective date through March 31, 2006 is: \$ 22,310,405 (including phase-in costs and phase in adjustment for base year A.)
- B. If the Government exercises any options or awards any of the award-term periods pursuant to the terms of this GSA order, the total firm-fixed price of this GSA order shall be increased by the applicable amounts shown below:

<u>OPTION/ PERIOD</u>			
<u>AWARD TERM PERIOD</u>			<u>FIRM FIXED</u>
<u>COVERED</u>			<u>PRICE LUMP SUM</u>
Option No. 1	04/01/06 - 03/31/07	\$ 7,422,089	(From Spreadsheet 4)
Option No. 2	04/01/07 - 03/31/08	\$ 7,496,230	(From Spreadsheet 5)
Award-Term Period 1	04/01/08 - 10/31/08	\$ 4,398,062	(From Spreadsheet 6)
Award-Term Period 2	11/01/08 - 05/31/09	\$ 4,428,943	(From Spreadsheet 7)
Award-Term Period 3	06/01/09 - 12/31/09	\$ 4,435,650	(From Spreadsheet 8)
Award-Term Period 4	01/01/10 - 07/31/10	\$ 4,489,550	(From Spreadsheet 9)
Award-Term Period 5	08/01/10 - 03/31/11	\$ 5,147,413	(From Spreadsheet 10)

3. LIMITATION OF FUNDS

- A. Of the total price of the services identified as lump sum, the sum of \$16,218,015.50 is presently available for payment and allotted to this GSA order. It is anticipated that from time to time additional funds will be allocated to this GSA order in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTTMENT OF FUNDS

<u>Date</u>	<u>Amounts</u>
September 17, 2005	\$6,092,390

***NOTE: THE IDIQ PORTION OF THE CONTRACT SHALL BE PAID BY INDIVIDUAL TASK ORDERS/H-ORDERS WITH FUND CITATIONS ON EACH ORDER.**

- B. The Contractor agrees to perform, or have performed work, as specified in the PWS up to the point at which, if this order is terminated pursuant to paragraph (l) of FAR Clause 52.212-4 applicable to this order, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the order. The Contractor is not obligated to continue performance of the work beyond that point.

The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the order, anything to the contrary in the termination clause notwithstanding.

- C. 1. It is contemplated that funds presently allotted to this order will cover the work to be performed until September 16, 2005.
2. If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the order is terminated pursuant to paragraph (1) of FAR Clause 52.212-4 applicable to this order, the total amount payable by the Government (including amount payable for subcontracts and settlement costs) pursuant to that clause will approximate 75 percent of the total amount then allotted to the order.
3. (i) The notice shall state the estimated date when the point referred to in subparagraph 3.C.(2) above will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph 3.C.(1) above, or an agreed date substituted for it.
- (ii) The Contractor shall, 60 days in advance of the date specified in subparagraph 3.C.(1) above, or an agreed date substituted for it, advise the Contracting Officer of the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the order or otherwise agreed to by the parties.
4. If, after the notification referred to in subdivision 3.C.(3).(ii) above, additional funds are not allotted by the date specified in subparagraph 3C(1) above, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this order on that date or on the date set forth in the request, whichever is later, pursuant to paragraph (1) of FAR Clause 52.212-4.
- D. When additional funds are allotted from time to time for continued performance of the work under this order, the parties shall agree on the applicable period of order performance to be covered by these funds. The provisions of subparagraphs 3.A and 3.C above shall apply to the additional funds and the substituted date pertaining to them, and the order shall be modified accordingly.
- E. If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this order, the Contractor incurs additional costs or is delayed in the performance of the work under this order, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices