

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DX-C9		PAGE OF PAGES 1 40	
2. CONTRACT (Proc. Inst. Ident.) NO. HQ0147-10-D-0036		3. EFFECTIVE DATE 21 Jul 2010		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001		CODE HQ0147		6. ADMINISTERED BY (If other than item 5) See Item 5		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, state and zip code) BCF SOLUTIONS, INC. (b)(6) 14325 VILLARD RD STE 107 CHANTILLY VA 20151-2110				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
CODE 30000		FACILITY CODE					
11. SHIP TO/MARK FOR MISSILE DEFENSE AGENCY (MDA) (b)(6) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001		CODE HQ0147		12. PAYMENT WILL BE MADE BY DFAS INDIANAPOLIS CENTER 8899 EAST 56TH STREET INDIANAPOLIS IN 46249-1510		CODE HQ0471	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT							\$601,800,000.00
16. TABLE OF CONTENTS							
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X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	3 - 6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	7 - 8	X	J	LIST OF ATTACHMENTS	40
X	D	PACKAGING AND MARKING	9	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	10		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	11		L	INSTRS, CONDS, AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	12 - 16		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	17 - 32				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17 (X) CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return (copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein (Attachments are listed herein.)				18 () AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number HQ0147-09-R-0001-0002 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) (b)(6)				19B. NAME OF CONTRACTING OFFICER (b)(6)			
19B. NAME OF CONTRACTOR (b)(6)		19C. DATE SIGNED July 21, 2010		20B. UNITED STATES OF AMERICA (b)(6)		20C. DATE SIGNED 21 Jul 10	

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			9. DISCOUNT FOR PROMPT PAYMENT				
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CODE 3QQC0		FACILITY CODE					
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19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER (b)(6)			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA (b)(6)		20C. DATE SIGNED 21-Jul-2010		
BY _____ (Signature of person authorized to sign)		BY _____					

Section A - Solicitation/Contract Form

SMALL BUSINESS SET ASIDE

This contract is awarded under the restricted (small business set-aside) solicitation HQ0147-09-R-0001 for Missile Defense Agency Engineering and Support Services (MiDAESS).

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		(b)(4)	Dollars, U.S.	(b)(4)	(b)(4)
	Acquisition Support Capability Group FFP Task Orders (TOs) will be issued on a Firm Fixed Price basis for non-personal A&AS services for Acquisition Management (MDA/DA) as defined in the Performance Work Statement (PWS) in Section J. FOB: Destination				
				NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		(b)(4)	Dollars, U.S.	(b)(4)	(b)(4)
	Acquisition Support Capability Group FFP Task Orders (TOs) will be issued on a Firm Fixed Price basis for non-personal A&AS services for Readiness Management (MDA/DWL) as defined in the Performance Work Statement (PWS) in Section J. FOB: Destination MFR PART NR: R				
				NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		(b)(4)	Dollars, U.S.	(b)(4)	(b)(4)

Acquisition Support Capability Group
FFP
Task Orders (TOs) will be issued on a Firm Fixed Price basis for non-personal A&AS services for International Affairs (MDA/DI) as defined in the Performance Work Statement (PWS) in Section J.
FOB: Destination

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		(b)(4)	Dollars, U.S.	(b)(4)	(b)(4)

Acquisition Support Capability Group
FFP
Task Orders (TOs) will be issued on a Firm Fixed Price basis for non-personal A&AS services for Business and Financial Management (MDA/DOB) as defined in the Performance Work Statement (PWS) in Section J.
FOB: Destination

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	Travel COST This CLIN will be used for Government approved travel in accordance with procedures set forth in H-02 clause entitled, "Authorized Travel and Travel Costs as specified under a Travel CLIN". Cost will be in accordance with the Joint Travel Regulation (JTR). This includes a fixed burden factor. Fee is not allowed. FOB: Destination		Dollars, U.S.		(b)(4)
				ESTIMATED COST	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	Other Direct Costs COST This CLIN is for other direct costs that are incidental to the A&AS services provided under this contract. ODCs will be defined and authorized in individual TOs. This includes a fixed burden factor. Fee is not allowed. FOB: Destination		Dollars, U.S.		(b)(4)
				ESTIMATED COST	(b)(4)

CLINS 0001 and 0006 through 0013 are intentionally not included in this contract.

B-01 ADDITIONAL CLINS (MAY 2009)

Additional CLINS may be created by the Contracting Officer during performance of this contract to accommodate multiple types of funds and cost type task orders, if the requirement warrants.

B-02 GUARANTEED MINIMUM (MAY 2009)

All services to be ordered under this contract shall be set forth in each individual task order. All task orders will be issued in accordance with the provisions of Section H, Task Ordering, and Section I clauses 52.216-18, Ordering; 52.216-19, Order Limitations, and 52.216-22, Indefinite Quantity.

The minimum amount to be awarded under this contract is \$ 5,000.00. The government is not obligated to issue orders beyond the minimum amount. The first task order will be for attendance at a post award conference and will satisfy the guaranteed minimum under this contract.

The estimated contract value amounts identified in the CLIN structure contained in this section are placeholder values assigned to facilitate the issuance of task orders. The estimated amounts shall not be construed as an obligation of the Government or guaranteed tasking value.

B-03 TASK ORDER PRICING (MAY 2009)

The Labor Competency Levels, Descriptions, and Rates (LCDR) Table (attached in Section J of this contract) represents fully burdened labor rates by labor competency level. These rates include both contractor site and government site rates and rates for various geographic locations. These fully burdened hourly rates represent the maximum rates allowable for prime and subcontractors to be utilized in the pricing of competitive or sole source task orders. The fixed burden factor for travel and incidental other direct costs (identified below) will be used through the life of the contract in individual task orders. In the spirit of competition, contractors may propose lower rates when competing on individual task orders.

Fixed Burden Factor

	2009	2010	2011	2012	2013	2014
Travel	(b)(4)					
ODC						

At any time and throughout the performance of the contract, additional labor competency levels, rates, and descriptions for CONUS and OCONUS locations may be added at the task order level, if they are not in the basic contract. Fully Burdened Fixed Labor Rates (FBFLRs) will include all costs for contract level administrative support.

Section C - Descriptions and Specifications

C-01 PERFORMANCE WORK STATEMENT (PWS) (MAY 2009)

- a. The Missile Defense Agency Engineering and Support Services (MiDAESS) acquisition encompasses the Advisory and Assistance Services (A&AS) for the Missile Defense Agency (MDA). The Agency is converting the work from a project-oriented construct under multiple organizations to a BMDS Functional workforce approach, which includes consolidating existing legacy efforts and transferring the work into a program office for management. The required engineering and technical support for A&AS includes analyses, alternatives, evaluations, studies, information, recommendations, advice, opinions, training, and general services. The Contractor may be required to provide evaluations and assessments of the performance of other contractors supporting the agency, as well as systems engineering and technical direction services. The Contractor may also be required to assist the agency in developing acquisition strategies for future procurements (and modifications of existing procurements), to include developing statements of work and providing requirements definition services. The Contractor shall also perform the work specified in the PWS attached in Section J of this contract.
- b. Place of Performance: The potential places of performance include any location where an operation or task may occur for the Missile Defense Agency (MDA) and may include overseas locations. Locations include, but are not limited to, (1) National Capital Region (NCR)/Ft. Belvoir, VA, (2) Huntsville, AL; (3) Dahlgren, VA; (4) Colorado Springs, CO; (5) Ft. Greely, AK; (6) Vandenberg AFB, CA; (7) Albuquerque, NM; (8) Los Angeles AFB, CA. Specific locations will be identified in individual task orders.
- c. Local Area: Travel within the local area or base of assignment to attend meetings, conferences, seminars or perform work shall be considered a cost of doing business and shall not be separately reimbursed as a travel expense. Local area travel is defined as a 30 mile radius around the base of assignment or designated place of performance.
- d. Duty Hours: Contractor duty hours shall be stated in each TO. Unless otherwise stated in the TO, MDA's "core hours" are 0900-1500. The definition of core hours as contained in MDA regulations is the time period during the workday during which a government employee covered by a flexible work schedule is required to be present for work. In the event of a shutdown for any reason, the Government is not liable for contractors' costs incurred during this period.
- e. Legal Holidays: The following Federal Holidays are observed under this contract:

New Year's Day	1 January
Birthday of Martin Luther King, Jr.	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

Note: Any of the above holidays falling on a Saturday shall be observed on the preceding Friday. Holidays falling on Sunday shall be observed on the following Monday.

- f. Records Management: Support both the technical and business management of the MDA Records Management Program to include implementation of policy, procedures necessary for the identification, storage, and access to MDA official records.

Section D - Packaging and Marking

D-01 PACKAGING AND MARKING OF TECHNICAL DATA (JUN 2009)

Technical data items shall be preserved, packaged, packed, and marked for shipment in accordance with the best commercial practices to meet the packaging requirements of the carrier and insure safe delivery at destination. Classified reports, data and documentation shall be prepared for shipment in accordance with the current National Security Program Operation Manual (NISPOM), DOD 5220.22-M.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

F-01 ORDERING PERIOD (NOVEMBER 2008)

The ordering period for this contract shall be five (5) years from the effective date of the contract.

Section G - Contract Administration Data

G-01 GOVERNMENT POINTS OF CONTACT AND THEIR ROLES IN ADMINISTERING THE CONTRACT (APR 2009)

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of this contract:

a. CONTRACTING OFFICERS

All contract administration will be effected by the Procuring Contracting Officer (PCO) or designated Administrative Contracting Officer (ACO). Communication pertaining to the contract administration should be addressed to the Contracting Officer. Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to the cognizant contract administration office. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

The Contract Specialist is:

Name: (b)(6)
Organizational Code: MDA/DACM
Telephone Number: (b)(6)
E-Mail Address: (b)(6)

The PCO is:

Name: (b)(6)
Organizational Code: MDA/DACM
Telephone Number: (b)(6)
E-Mail Address: (b)(6)

b. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative (COR) is not authorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a formal modification to the contract. The authority of the COR is strictly limited to him/her, without redelegation, to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer or a COR acting outside the strict limits of his/her responsibilities as set forth in his/her letter of appointment do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

The COR for the ID/IQ basic contract is :

Name: TBD
Organizational Code: MDA/XXX
Telephone Number:
E-Mail Address: _____@mda.mil

The CLIN Contracting Officer's Technical Representative for CLIN 0002 is:

Name: (b)(6)
Organizational Code: MDA/MS/DA
Telephone Number: (b)(6)
E-Mail Address: (b)(6)

The CLIN Contracting Officer's Technical Representative for CLIN 0003 is:

Name: (b)(6)
Organizational Code: MDA/DWL
Telephone Number: (b)(6)
E-Mail Address: (b)(6)

The CLIN Contracting Officer's Technical Representative for CLIN 0004 is:

Name: (b)(6)
Organizational Code: MDA/DIE
Telephone Number: (b)(6)
E-Mail Address: (b)(6)

The CLIN Contracting Officer's Technical Representative for CLIN 0005 is:

Name: (b)(6)
Organizational Code: MDA/DO
Telephone Number: (b)(6)
E-Mail Address: (b)(6)

G-02 PATENTS - REPORTING OF SUBJECT INVENTIONS (APR 2009)

a. This contract incorporates DFARS clause 252.227-7039, which implements the provisions of FAR 27.303(b)(2).

b. The Contractor must submit the interim and final invention reports through the Administrative Contracting Officer to the Procuring Contracting Officer on DD Form 882, Report of Inventions and Subcontracts. In accordance with DFARS 252.227-7038(e)(7) and 252.227-7039, the Contractor must furnish interim reports every twelve (12) months and final reports within three (3) months after completion of the contracted work. If the Contractor fails to disclose a subject invention, the Government may invoke the withholding of payments provision in DFARS clause 252.227-7038(k), if applicable.

c. The Contractor must include the clause at DFARS 252.227-7039 in all subcontracts with small businesses and non profit organizations, regardless of tier, for experimental, developmental, or research work.

d. The Contractor must account for the interim and final invention reports submitted by its subcontractor(s). The Contractor's invention reports must contain a copy of each of its subcontractor's invention reports.

G-03 SUBMISSION OF PAYMENT REQUESTS USING WIDE AREA WORK FLOW – RECEIPT AND ACCEPTANCE (WAWF-RA) (APR 2009)

a. Requirement for Electronic Payment Requests by WAWF-RA

(1) The Contractor shall submit all payment requests electronically in accordance with FAR Part 32. As prescribed in DFARS clause 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports, contractors shall submit all payment requests in electronic form unless the exception in the DFARS clause applies. Paper copies will no longer be processed for payment.

(2) To facilitate electronic submission, contractors shall submit all payment requests through the Wide Area Work Flow-Receipt and Acceptance (WAWF-RA) System as described at <http://www.dfas.mil/contractorpay/electroniccommerce/wideareaworkflow.html> using the appropriate Service Acceptor's DoDAAC (MDA/NCR is HQ0006; JNIC is H95001, MDA/HSV is HQ0147). When using WAWF-RA, the contractor must include the Contracting Officer's Representative's (COR) e-mail in the invoice submission template in order to notify the COR that a WAWF document has been submitted for approval.

(3) In accordance with Appendix F of the DFARS, at the time of each delivery of supplies or services under this contract, the contractor shall prepare and furnish to the Government the WAWF-RA electronic form in lieu of a paper copy Material Inspection and Receiving Report (MIRR), DD Form 250.

(4) When requesting final payment, the Contractor must establish compliance with all terms of the contract by submitting a Final Receiving Report through WAWF-RA, or Letter of Transmittal, as applicable.

(5) The WAWF Training Links are located on the Internet at <http://www.wawftraining.com/> and on the 'live' site at <https://wawf.eb.mil> under "About WAWF".

(6) Questions regarding the use of the system are to be directed to the WAWF Help Desk:

DISA DECC Ogden
Electronic Business Service Desk
CONUS ONLY: 1-866-618-5988
COMMERCIAL: 801-605-7095
DSN: 338-7095
FAX COMMERCIAL: 801-605-7453
FAX DSN: 388-7453
cscassig@csd.disa.mil

b. Submission of Invoices under Fixed Price Type Contracts

(1) "Invoice" as used in this paragraph does not include the contractor's requests for progress payments.

(2) The use of WAWF-RA electronic form and invoice are in accordance with DFARS Appendix F.

(3) In addition to the requirements of the Prompt Payment clause of the contract, the contractor shall cite on each invoice the contract line item (CLIN); the contract subline item number (SUBCLIN), if applicable; the accounting classification reference number (ACRN), and the payment terms.

(4) The contractor shall prepare either:

- i. a separate invoice for each activity designated to receive the supplies or services; or,
- ii. a consolidated invoice covering all shipments delivered under an individual order.

(5) If acceptance is at origin, the contractor shall submit the WAWF-RA electronic form or other acceptance verification directly to the designated payment office.

(6) If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

c. Submission of Vouchers under Time and Materials and Cost Type Contracts

(1) Contractors approved under the Defense Contract Audit Agency's (DCAA) direct billing program may submit the first and subsequent interim vouchers directly to the disbursing office. Contractors participating in the direct billing program must provide a copy of the first interim voucher to the cognizant DCAA office within 5 days of its submission to the disbursing office.

(2) Upon written notification to the contractor, DCAA may rescind the direct submission authority. Upon receipt of the notice to rescind the direct submission authority, the contractor will immediately begin to submit invoices for the affected contracts to DCAA.

(3) When authorized by the DCAA in accordance with DFARS 242.803(b) (i) (C), the contractor may submit interim payment requests. Such authorization does not extend to the first and final vouchers. Vouchers requesting interim payments shall be submitted no more than once every two weeks. For indefinite delivery type contracts, interim payment requests shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 90 calendar days between performance and submission of an interim payment request.

(4) The contractor agrees to segregate costs incurred under this contract at the level of performance, either task or subtask, or CLIN or SUBCLIN, rather than on a total contract basis, and to submit vouchers reflecting costs incurred at that level. Vouchers shall contain summaries of work charged during the period covered, as well as overall cumulative summaries for all work invoiced to date, by line item, subline item, task or subtask. Delivery orders will be segregated by individual order.

(5) Prior to final voucher submission, the contractor must submit the final report/final deliverable to the contracting officer's representative (COR) for approval. The COR will provide to the contractor an e-mail stating acceptance of the final report/final deliverable. The contractor must attach the approval to the final voucher in WAWF and forward to the cognizant DCAA office and ACO for approval.

G-04 NOTICE OF THE GOVERNMENT'S USE OF OUTSIDE CONTRACTORS TO REVIEW SUBMITTED INVOICES, PAYMENT REQUESTS, AND MATERIAL INSPECTION AND RECEIVING REPORTS (MAY 2009)

The Government may utilize support contractors to assist the Government in the review and evaluation of the offeror's invoices, payment requests, material inspection and receiving reports, and similar requests for payment or evidence of delivery. These contractors will be provided access to these and other records which may contain the proprietary information of the offeror, to include awarded contracts, to support Government officials in reviewing

and reconciling invoices, payment records, and the Government's financial and budgetary records, and in facilitating the timely payment of submitted invoices.

The support contractors are prohibited from obtaining proprietary information to which their employees will have access in the performance of their responsibilities, and are required to promptly notify the contracting officer of any breach of their employees' non-disclosure obligations. Each of the contractor employees has also been required to execute a non-disclosure agreement which acknowledges their responsibilities to only use proprietary information in performance of the above tasks and for no other reason; that they will not share proprietary information with their employers; that they will not use such information for personal or other benefit; and that they will promptly notify their employers of any breaches of their responsibilities.

Unless the offeror specifically objects in writing, the offeror agrees, by the submission of a proposal, to allow the Government's support contractors to have access to the offeror's proprietary information for the purposes described above.

Section H - Special Contract Requirements

H-01 TASK ORDERING (MAY 2009)

a. GENERAL INFORMATION:

- (1) The Government will issue the Request for Task Order Proposal (RTOP) to the prime contractor(s) consistent with the ordering procedures contained in FAR, DFARS and MDA guidance. The agency intends to give all multiple award contractors a "fair opportunity" to compete for all tasks orders unless an exception is authorized in statute or regulation to the "fair opportunity" process (see FAR 16.505(b), and as it may be amended in the future). TO's will predominantly be issued on a Firm-Fixed Price Basis. For FFP task order awards, invoicing and payment terms will be negotiated at the individual task order level. The government may issue cost-type TO's, if the nature of the work warrants. The government may require the submittal of cost and pricing data with proposals for cost-type task orders.
- (2) Performance can only be authorized by issuance of a task order or revision thereto issued by the contracting officer. All task orders will be issued in writing via DD Form 1155. Any changes will be issued in writing, will set forth any additional obligation incurred by the Government, will be adequately funded, and shall be signed by the PCO in advance of the contractor initiating the change.
- (3) It is anticipated that orders will be solicited, negotiated, and awarded based on bilateral agreement of the parties. In emergency situations or when a bilateral task order cannot be otherwise definitized in a timely manner, the government reserves the right to issue unilateral task orders on an undefinitized basis. Any such undefinitized unilateral task order shall be definitized in accordance with DFARS 252.217-7027 (Contract Definitization) utilizing a not to exceed ceiling amount provided by the contractor.
- (4) The Government may release task order proposal data submitted by the contractor to non-Government advisors for review and analysis. These contractor personnel are restricted by the "Organizational Conflict of Interest" clause in their respective contracts from being a prime, subcontractor, or teaming partner on any other MDA contract. CACI, Incorporated, Kepler Research, Incorporated and Mitre, which are precluded from competing on any other MDA contract and have nondisclosure requirements pertaining to the use and disclosure of proprietary information in their respective contracts, will review contractor submitted proposal data. The Government will also disclose the identity of any other contractors which may be provided access to contractor submitted proposal data in connection with task order competitions. The contractor agrees, by submission of their task order proposal, to have it reviewed by these contractors: CACI, Incorporated, Kepler Research, Incorporated, and Mitre.
- (5) The task order ombudsman's role is to review complaints from contractors awarded multiple award indefinite-quantity contracts to ensure they are afforded a fair opportunity to be considered for orders, as detailed in the contract. Our task order Ombudsman is:

Competition Advocate
MDA/DACP
7100 Defense Pentagon
Washington, DC 20307-7100
Email: usncr-dacp1@mda.mil

- b. **TASK ORDER PROPOSAL PROCESS:** The government will prepare an RTOP which will include as a minimum (i) a performance work statement (PWS), (ii) overall period of performance, (iii) DD Form 254 (if different from the basic contract DD Form 254), (iv) any government furnished equipment (GFE), and (v) applicable evaluation criteria. Upon receipt of the RTOP, the contractor shall submit its proposal for the task order effort within the designated time allotted in the RTOP. During this period, contractors will be afforded the opportunity to submit questions regarding the draft requirement. Each RTOP proposal shall include a brief description of the following (if requested in the RTOP):
- (1) How the Contractor proposes to accomplish the effort, including a description of the performing team member(s), including the one individual who will act as the single point of contact. The contractor's proposed technical solution may be provided via an oral technical presentation, as well as written, as specified in the RTOP.
 - (2) Order estimate by CLIN, including the mix of labor competency levels, hours and rates. Rates shall be at or below those contained in the Pricing Tables attached in Section J of the base contract. Submitted labor competency levels shall be IAW with the descriptions and position requirements located in the competency level description (also attached in Section J.)
 - (3) Availability and capability of key personnel that would perform under the task order to include resumes. (Resume format may be provided in the RTOP.)
 - (4) The percentage of the proposed total price for the task order that will go to small businesses either as the prime contractor or as the first tier subcontractor. Small businesses shall be defined by the applicable size standard associated with the NAICS code solicited in the basic contract RFP.
 - (5) For each RTOP after the first, the actual percentage of the total price of previous task orders that went to small businesses either as a prime contractor or a first tier subcontractor. Small businesses shall be defined by the applicable size standard with the NAICS code associated with the base contract RFP. A separate percentage should be submitted for each previous task order received under this contract.
 - (6) Resolution of any potential organizational conflict(s) of interest (OCI) or a statement explaining why none exists. Submit as needed, revisions to OCI Mitigation Plan.
 - (7) Any additional input as required by the RTOP.
- c. **TASK ORDER CRITERIA AND EVALUATION PROCESS.**
- (1) The evaluation criteria will reflect best value analysis for performance-based acquisition. The Federal Acquisition Regulation encourages consideration of non-price evaluation factors as part of the best value analysis. In making the best value determination, it is possible that after conducting a tradeoff analysis of the proposals, the lowest price may not necessarily represent the best value.
 - (2) After responses, to include oral presentations, have been evaluated against the factors identified in the RTOP, and the contractor's rates have been verified, the order will be placed with the contractor whose proposal represents the best value to meet the Government's needs. Oral presentations along with written proposals or oral proposals may be required as specified in individual RTOPs.
 - (3) Contractors are put on notice that, among other evaluation factors listed in the RTOP, total small business utilization for the proposed task order will be an evaluation factor. Contractors are also put on notice that after the issuance of the first task order, past performance with regard to proposed small business utilization on previous task orders will be an evaluation factor on every RTOP.
 - (4) Performance data will be collected IAW the Quality Assurance Surveillance Plan (QASP) provided with each task order. All past performance data, including CPARS data shall be utilized in the evaluations of task order proposals. The Government reserves the right to not award a task order after issuing an RTOP.

H-02 AUTHORIZED TRAVEL AND TRAVEL COSTS AS SPECIFIED UNDER A TRAVEL CLIN (APR 2009)

a. Travel. All contractor travel (non-local) that is directly billed under this contract as a specific travel CLIN (other than extended commuting travel as defined under paragraph c. below) must be approved in advance in writing by the COR using MDA Form 110.

b. Extended Commuting Travel.

(1) All contractor extended commuting travel under this contract must be approved by the COR and by the PCO using MDA Form 110. Such approval will be granted only after review and government acceptance of contractor documentation showing that extended commuting travel is the most effective means of fulfilling the government's requirements – cost and other factors considered.

(2) Extended commuting travel may be authorized for up to 90 days at a time and must be authorized in advance as stated in b. (1) above.

c. Definition: Extended Commuting Travel – travel that occurs regularly in the performance of this contract where an individual or individuals travel back and forth from their normal place, or city of employment to another location or locations over a 30 day (or longer) period.

H-03 PUBLIC RELEASE OF INFORMATION (APR 2009)

a. The policies and procedures outlined herein apply to information submitted by the Contractor and his subcontractors for approval for public release. Prior to public release, all information shall be cleared as shown in the "National Industrial Security Program Operations Manual" (DoD 5220.22-M). At a minimum, these materials may be technical papers, presentations, articles for publication and speeches or mass media material, such as press releases, photographs, fact sheets, advertising, posters, compact discs, videos, etc.

b. All materials which relate to the work performed by the contractor under this contract shall be submitted to MDA for review and approval prior to release to the public. Subcontractor public information materials shall be submitted for approval through the prime contractor to MDA.

c. The MDA review and approval process for contractors working under an MDA contract starts with the contracting officer's representative (COR).

(1) The contractor shall request a copy of MDA form "Security and Policy Review Worksheet for Public Release Review" (.pdf format) or any superseding form from the MDA.

(2) The contractor shall complete Blocks 1, 2, 3 and 6 of the Clearance Request form (or comply with the instructions of any superseding form) and submit it with materials to be cleared to the COR (see paragraph j. below). If the information was previously cleared, provide the Public Release Case Number if available and a copy of the previous document highlighting the updated information.

(3) The COR may affirm "public releaseability" by signing the Statement of Certification in Block 7 of the Clearance Request.

(4) The COR will forward the Clearance Request with the materials to be cleared to the MDA designated point of contact for Block 8 approval and submission of package to MDA/PA.

(5) The COR will notify the contractor of the agency's final decision regarding the status of the request.

d. The contractor shall submit the following to the COR at least 60 days in advance of the proposed release date:

- (1) Security and Policy Review worksheet and one (1) electronic copy of the material to be reviewed.
- (2) Written statement, including:
 - (a) To whom the material is to be released
 - (b) Desired date for public release
 - (c) Statement that the material has been reviewed and approved by officials of the contractor or the subcontractor, for public release, and
 - (d) The contract number.

e. The items submitted must be complete. Photographs shall have captions.

f. Outlines, rough drafts, marked-up copy (with handwritten notes), incorrect distribution statements, FOUO information, export controlled or ITAR information will not be accepted or cleared.

g. Abstracts or abbreviated materials may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, clearance of abstracts or abbreviated materials does not satisfy the requirement for clearance of the entire paper.

h. The MDA Director of Public Affairs (MDA/PA) is responsible for coordinating the public release review. MDA/PA will work directly with the COR if there are questions or concerns regarding submissions. MDA/PA will not work with contractors who have not gone through their COR.

i. Once information has been cleared for public release, it is in the public domain and shall always be used in its originally cleared context and format. Information previously cleared for public release but containing new, modified or further developed information must be submitted again for public release following the steps outlined in items a. through h. above.

j. Due to time and screening constraints, it is recommended that all "public release" packages submitted to MDA be forwarded by a commercial overnight delivery service, addressed as follows:

Missile Defense Agency/MDA/DACM/MS
Attn: (b)(6) Bradford Building
5222 Martin Road
Redstone Arsenal, AL 35898

H-04 ORGANIZATIONAL CONFLICT OF INTEREST (OCI) AND ACCESS AND USE OF PROPRIETARY AND NONPUBLIC INFORMATION (JUL 2009)

a. Introduction

- (1) The Missile Defense Agency's OCI policy is in Attachment 5 of this contract.
- (2) The term "contractor" as used in this clause includes the contractor, all its separate corporate divisions or entities, subcontractors at any tier, and all successors in interest.

(3) The term “organizational conflict of interest” is defined in FAR 2.101 and shall include actual or potential conflicts as well as situations which create an appearance of an OCI. In assessing and addressing conflicts of interest, MDA will follow the guidance in FAR Subpart 9.5.

(4) This contract requires the contractor to provide support services to the Government that may result in actual or potential conflicts of interest for the contractor, or may provide the contractor with the potential to attain an unfair competitive advantage. To ensure that the contractor’s objectivity and judgment are not biased, and to prevent unfair competitive advantages, the contractor shall comply fully with the requirements and restrictions of this clause.

b. Eligibility Restrictions on Other MDA-Funded Efforts

(1). Bias and impaired objectivity:

(a) The contracting officer may preclude the contractor from participating in other MDA-funded contracts, as a prime or subcontractor, based upon its performance of technical direction or systems engineering, its participation in the preparation of specifications or work statements, or its performance of evaluation, analysis of services, products or capabilities under this contract.

(b) These restrictions may be imposed to prevent bias or impaired objectivity in situations where the contractor may be placed in a position of evaluating or favoring its own work products and capabilities, those of other companies with whom it has a financial relationship, or those of its competitors. To preclude bias or impaired objectivity with respect to other MDA-funded contracts, the contractor shall obtain the written approval of the contracting officer before participating in other MDA-funded contracts at the prime or subcontractor levels.

(c) To the extent that the contractor believes its participation in other MDA-funded contracts should not be proscribed by this clause or the provisions of FAR Subpart 9.5, the contractor shall furnish its detailed justification to the contracting officer and obtain written concurrence that such activities are not objectionable to the agency on the basis of actual or potential OCI’s.

(2) Continuing duty:

(a) The contractor is responsible for meeting the terms of this OCI clause, and has an affirmative continuing duty to promptly and fully disclose actual or potential conflicts to the contracting officer and to submit an acceptable mitigation plan to the contracting officer, and update its mitigation plan as necessary.

(b) The contractor shall review and update its OCI disclosures and its mitigation plan in connection with the competition or award of each task order, and whenever it adds a subcontractor to this contract. The prime contractor has the responsibility for demonstrating that its performance of a task order, to include that of its subcontractors, does not create an actual or potential OCI. The contracting officer may also require the contractor to update its OCI disclosures and mitigation plan prior to a contract modification or contract extension, or at any time an actual or potential OCI is suspected.

(c) The contractor shall also promptly advise the contracting officer of its intent to acquire other contractors doing business with the agency or that it is being acquired by another contractor. Such notice shall be provided no later than the public acknowledgement of such acquisition actions. No later than 7 days after this notice to the contracting officer, or as sooner as directed by the contracting officer, the contractor shall submit a listing and description of all contracts which may be affected by the acquisitions, identify any conflicts that may result from these acquisition activities, and specify additional mitigation measures.

(d) The contractor shall establish OCI policies and training to ensure its responsibilities for the identification and prevention of OCIs are met. Such training shall be accomplished upon contract award or no later than upon award of a task order for which the contractor assigns new personnel to the contract, with refresher

training conducted annually. The contractor will furnish copies of its policies and training upon request of the contracting officer.

(3) The contracting officer's decision regarding the existence or nonexistence of an OCI shall be final. The government reserves the right to waive OCIs when in the government's interest.

(4) Individual employee conflicts of interest:

(a) The contractor shall be responsible for maintaining satisfactory standards for employee conduct and integrity. The contractor shall establish measures to identify and resolve individual financial or other conflicts of interest of employees performing this contract, and to prevent employees from using information obtained in connection with this contract for private gain. Employees shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties, accept gratuities or special favors from individuals or organizations with whom the contractor is doing business, or proposes to do business, in performing this contract.

(b) Except as authorized by the contracting officer:

(1) An employee shall not be permitted to provide advice regarding matters in which the employee's individual financial interests may be incompatible with the interests of the government.

(2) An employee shall not support or participate in a procurement source selection in which he may have an individual financial interest in any of the competitors for the procurement.

(3) Individual financial interests shall include the financial interests of an employee or any member of his household.

(c) A The contractor shall, upon request, furnish the contracting officer its policies for complying with this provision.

(5) MDA National Team (MDNT) Participants may work for a MiDAESS contract awardee, including direct or indirect involvement with any subsequently competed MiDAESS Task Orders, so long as they are not continuing to also work as a MDNT Participant. The term "MDNT Participant" means those individuals who are assigned by their MDNT employer to work on the MDNT and, by reason of this assignment, will have access to the Proprietary Information of others or to information that could provide its employer an unfair competitive advantage. Former MDNT Participants have a continuing duty to protect proprietary information acquired under the MDNT program and to refrain from any non-MDNT use of such information without permission of the owner.

c. Access and Use of Proprietary and Nonpublic Information

(1) In the course of performance of this contract, the contractor may obtain access and shall protect from unauthorized disclosure proprietary information of other contractors. The contractor agrees that it shall treat such information consistent with the restrictions imposed on such information. Unless the government has obtained prior consent to the contractor's use or access to another contractor's proprietary information, the contractor shall enter into a written nondisclosure agreement with other contractors for the protection of their proprietary information, and shall protect such information from unauthorized release or use.

(2) In the course of performance of this contract, the contractor may also obtain access to and generate non-public information. Non-public information consists of government sensitive information and includes, but is not limited to: acquisition planning and strategy; statements of work and solicitations, planning, programming, budgeting and execution (PPBE) information; the government's financial information; information pertaining to the operation and plans of the agency or the federal government; and information that would be protected from disclosure pursuant to an exemption under the Freedom of Information or Privacy Acts. Except to the extent such information has been made available to the public, the contractor agrees that it shall not disclose or use such

information without the prior approval of the contracting officer. The contractor agrees that it shall not use such information for any private purpose or permit any employee to use such information for any private purpose.

(3) Proprietary and nonpublic information shall be used solely in performance of this contract and shall not be disclosed to other contractor employees or officials. Such information shall not be disclosed to government employees except on a need to know basis. The contractor shall take appropriate measures to ensure such information is only used by the contractor employees involved in performance of this contract, and shall create firewalls and other appropriate measures to ensure such information is only disclosed and used by employees performing this contract. The contractor (and its officers) shall not solicit or obtain proprietary or nonpublic information from its employees who are performing this contract. The contractor shall promptly report all unauthorized disclosures in violation of this provision, and actions it has taken to preclude future occurrences.

(4) The contractor additionally shall establish nondisclosure policies and training to ensure its responsibilities for the protection of proprietary and nonpublic information are met. Such training shall be accomplished upon contract award or no later than upon award of a task order for which the contractor assigns new personnel to the contract, with refresher training conducted annually. The contractor shall obtain nondisclosure agreements from all employees who receive such information and shall provide to the contracting officer a list of all employees who have executed such agreements upon commencement of performance of this contract, and on an annual basis thereafter, and as requested by the contracting officer. The contractor will also furnish copies of the agreements to the contracting officer on request. The contractor shall also furnish its nondisclosure policies and training programs to the contracting officer if requested.

(5) To address contingencies not specifically addressed by this clause, the contracting officer may direct the contractor to take additional appropriate measures to safeguard information, particularly during the course of the development of acquisition strategy and its implementation, and in support of a source selection.

(6) In order to facilitate the complete development and integration of the BMDS, the contracting officer may additionally direct the contractor to negotiate appropriate nondisclosure agreements with the agency's major development contractors.

(7) In performance of this contract, contractor employees shall wear name tags or badges which disclose their contractor status, and shall promptly identify themselves, and their corporate affiliation prior to engaging in communications involving proprietary or nonpublic information.

(8) Proprietary and nonpublic information shall not be stored in contractor facilities or on contractor equipment except as authorized by the contracting officer. Should such information be stored in other than government facilities or equipment, the contractor shall furnish for contracting officer approval its policies for safeguarding and storing such information, will comply with the information assurance provisions of this contract, and will allow the contracting officer access to its facilities and equipment for the purpose of ensuring proprietary and nonpublic information is properly safeguarded and stored.

(9) Upon the termination of the contract, the contractor shall not retain any proprietary or nonpublic information, except as authorized by the contracting officer. The contractor shall submit its plan for the return, destruction or other disposition of such information as part of its transition plan.

d. Flow down requirements: The contractor shall include this clause in all subcontracts for performance of any portion of this contract, and shall be responsible for ensuring its subcontractors strictly adhere to the requirements imposed by this clause.

e. Remedies: Compliance with this clause shall be a material requirement of this contract. Should the contractor fail to comply with this clause or misrepresent relevant facts in its disclosures or submissions, the government may terminate the contract for default, and pursue other appropriate remedies.

f. The requirements of this clause are in addition to those contained in the Contractor Access to Planning, Programming, Budgeting, and Execution Data clause.

H-05 BALLISTIC MISSILE DEFENSE SYSTEM (BMDS) INTERFACE SUPPORT, COOPERATION, AND INFORMATION SHARING AMONG MISSILE DEFENSE AGENCY (MDA) CONTRACTORS (MAY 2009)

a. The Government requires the complete integration of platforms, sensors and other components of the BMDS which were or are under separate development by multiple contractors. To facilitate the complete development and integration of the BMDS, it is critical that all contractors supporting MDA furnish, receive and exchange technical and other information, to include proprietary information. This information may include information regarding interfaces, commonality of parts, processes, and procedures and common efficiencies across the BMDS.

b. Consequently, during the performance of this contract, the contractor must provide technical and other information (to include proprietary information) to other ballistic missile defense (BMD) contractors and Government agencies to facilitate these agency objectives. Additionally, the contractor must safeguard from unauthorized use or disclosure technical, proprietary, and other information furnished to it by other BMD contractors during performance of this contract.

c. The contractor must negotiate appropriate associate contractor agreements (ACAs) and non-disclosure agreements (NDAs) with such other BMD contractors as necessary to implement the exchanges of information described above and protect proprietary information from unauthorized disclosure or use. These agreements must not restrict any of the Government's rights established pursuant to this or any other contract. The contractor must provide copies of the ACAs and NDAs to the Contracting Officer so that the Government can document the flow of information.

d. The contractor's performance with respect to integration support, cooperation, and the exchange and sharing of information with other BMD contractors, must comply with this contract's security classification and controlled unclassified information requirements as outlined in the DD Form 254 incorporated into this contract.

e. The contractor must include the requirements of this clause in each of its subcontracts. This does not relieve the contractor of its responsibility to manage its subcontractors effectively nor does it establish privity of contract between the Government and subcontractors.

f. The Government will assess the contractor's performance and ability to effect interface support, cooperate, and share and exchange information with other BMD contractors as part of the annual performance assessment. The Government will input this assessment into the DoD Past Performance Information Retrieval System.

H-06 MDA VISIT AUTHORIZATION PROCEDURES (APR 2009)

a. The Contractor shall submit all required visit clearances in accordance with current NISPOM regulations and will forward all visit requests, identifying the contract number, to:

Missile Defense Agency,
Security Operations Center
7100 Defense Pentagon
Washington, DC 20301-7100
Telephone No.: (703) 697-8204 Facsimile No.: (703) 693-1526

- b. The COR is authorized to approve visit requests for the Contracting Officer.

H-07 CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS (MAY 2009)

a. To maintain the security of the MDA spaces and information systems, the Contractor shall notify the COR in writing whenever a prime or subcontractor employee included on the current Visit Authorization Request/Letter (VAR/VAL) no longer supports this contract. This requirement shall apply to both Contractor and employee initiated termination of services and to temporary suspension of services.

b. The contractor will take the following actions to remove the employee and ensure the return to Government control of all badges, keycards, identification documents, and/or passes. Specifically the contract Facility Security Officer will:

(1) Notify in writing the COR, contract Program Manager/Deputy Program Manager, the employee's contract work supervisor, the corporate on-site security lead (if applicable), and the local MDA Security Operations Center (SOC).

(2) Work with the COR and contact PM/DPM to ensure the immediate removal of the employees from MDA premises;

(3) Work with the COR and contact PM/DPM to remove the employee from the current Visit Authorization Request /Letter (VAR/VAL);

(4) Work with the COR and contact PM/DPM to obtain any Common Access Card, Government issued Building Pass/badge, or vehicle decals issued pursuant to the VAR/VAL, and turn them in to the respective issuing authorities; and

(5) Work with the COR and contact PM/DPM to ensure the cancellation of MDA LAN account/access privileges.

c. The contractor shall identify the reason for and date of termination or expected period of suspension and submit the notification to the COR within five (5) working days prior to service discontinuation. For unplanned termination or suspension of services, notification shall be made on the same working day as the termination/suspension action. Reasons for VAR/VAL cancellation include: Change of Employment, Change of Job Function, Loss of Clearance or Other.

H-08 PERSONNEL QUALIFICATIONS (MAY 2009)

a. The Contractor shall promptly notify the Contracting Officer and Contracting Officer's Representative prior to making any changes in key staff. If replacing key staff the Contractor shall adhere to the following: replacement person's qualifications meet or exceed the applicable labor competency level description listed in Section J. Key staff positions are defined as: Contract Program Manager and other personnel identified in individual task orders.

b. All Contractor notifications must provide the name and departure date for the incumbent leaving, a complete resume for the proposed substitute, and any other pertinent information requested by the Contracting Officer. The Government shall be provided the opportunity to review the proposed substitution regarding qualifications, security matters or any other concerns which could, in its opinion, affect performance under this contract.

c. This clause does not, in any way, abrogate the contractor's authority to hire or assign personnel as it sees fit, or its responsibility to fill key positions with qualified personnel.

H-09 CONTRACTOR ACCESS TO PLANNING, PROGRAMMING, BUDGETING AND EXECUTION (PPBE) DATA (MAY 2009)

a. In order to perform the requirements of this contract, the Contractor shall be required to receive, review, analyze, and prepare (hereinafter shall be referred to as "process") reports/data which contain Government Planning, Programming, Budgeting, and Execution (PPBE) data. However, the Missile Defense Agency is authorized to release PPBE data to the Contractor only after compliance with the provisions of this clause has been met. Additionally, the Contractor is also required to comply with the provisions of MDA Directive 7045.01, "Contractor Access to Planning, Programming, Budgeting, and Execution (PPBE) Data" where applicable.

b. The prime Contractor shall provide the following information to the Contracting Officer within fifteen (15) days from the date of this contract:

(1) Affiliates (parent company, subsidiaries, joint ventures, and partnerships, etc.):

- (a) Company's name and complete address;
- (b) Affiliation; and
- (c) Nature of the company's business.

(2) Agents, consultants, and subcontractors related to this contract:

- (a) Company's name and complete address;
- (b) Relationship; and
- (c) Nature of the company's business.

The Contracting Officer shall be immediately notified in writing in the event of any changes in b (1) or (2) above throughout the performance of this contract. With regard to competing on future MDA procurements, the Contractor must abide by the Organizational Conflict of Interest provisions of this contract.

c. PPBE data is defined as: Current or future Planning, Programming, Budgeting and Execution (PPBE) data regarding any activity relating to the MDA Program or any of its projects regardless of the funding source or date of the document.

- (1) Planning data defines the national military strategy; integrates the military forces necessary to accomplish that strategy; prioritizes the resources for effectively accomplishing the mission; and provides decision options.
- (2) Programming data reflects the systematic analysis of missions and objectives to be achieved, alternative methods, and effective allocation of limited resources.
- (3) Budgeting data are detailed financial estimates of the MDA Program or any of its related projects.
- (4) Execution data relates to the recording of expenditures that document how the funds were spent.

d. The following list of documents (which is exemplary but not all inclusive) obtained from DoD Directive 7045.14, "The Planning, Programming and Budgeting System (PPBS)", May 22, 1984 and other sources are considered PPBE documents:

(1) PLANNING

- (a) Strategic Planning Guidance (SPG)
- (b) Fiscal Guidance (when separate from SPG or Joint Planning Guidance)
- (c) Directors' Intent
- (d) Technical Planning Guide

(2) PROGRAMING

- (a) Program Objective Memoranda (POM)
- (b) Joint Programming Guidance (JPG)
- (c) Future Year Defense Program (FYDP) documents (POM Defense Program, Procurement & RDT&E Annexes)
- (d) Program Change Proposals (PCPs)
- (e) POM Issue Papers
- (f) Proposed Program Reductions (Or Program Offsets)
- (g) Tentative Issue Decision Memoranda
- (h) Program Decision Memoranda

(3) BUDGETING

- (a) Future Year Defense Program (FYDP) documents for September Budget Estimate Submission (BES) & President's BES including Procurement (P-1), RDT&E (R-1), & Construction (C-1) Program Annexes
- (b) Financial Control Board (FCB) Documentation
- (c) Classified P-1, R-1, & C-1 Program Annexes
- (d) Program Budget Decisions/Defense Management Review Decisions/Management Initiative Directives (MID)
- (e) Reports Generated by the Comptroller Information System (CIS)
- (f) Budget Change Proposals (BCPs)

(4) EXECUTION

- (a) DD Form 1414 Base for Reprogramming
- (b) DD Form 1416 Report of Programs
- (c) Contract Award Reports
- (d) DD COMP (M) 1002 Appropriation Status by Fiscal Year Program
- (e) FCB Execution Review Documentation

e. The Contractor shall be responsible for informing its personnel (hereinafter includes persons employed by the Contractor as an agent, consultant, or subcontractor) of the provisions of this clause and providing original MDA PPBE certifications "PPBE Non-Disclosure Agreements" (MDA Form 99 - attached in Section J) to the Contracting Officer within fifteen (15) days after the award of the task order. A "PPBE Non-Disclosure Agreement" shall be obtained from each Contractor employee involved in the performance of this contract that requires access to such data. Each individual shall be required to agree to:

- (1) Read and comply with the applicable provisions of this clause, the non-disclosure agreement, and the provisions of MDA Directive 7045.01.
- (2) Handle PPBE data as for official use only.
- (3) Ensure PPBE data entrusted to them will ONLY be used in accordance with applicable MDA governing regulations, for the purpose for which it was provided, and within the scope of the Statement of Work.

- (4) Not divulge PPBE data (obtained directly or indirectly in the performance of this contract unless directed by the Contracting Officer) to any individual, except to Government personnel whom they know to have a "need-to-know" and non-Government person(s) whom they know to have MDA PPBE authorization. Even though data becomes part of the public domain, contractor personnel are bound by the provisions of this clause not to confirm or deny questions regarding PPBE data. Inquiries by unauthorized persons should be referred to the Contracting Officer's Representative or the Contracting Officer. (Verification of contractor personnel authorized access to PPBE data can be obtained only from the Contracting Officer.)
- (5) Not transport (by any medium), maintain, or process PPBE data outside a Government facility unless the removal or preparation of such data at the facility is accomplished in accordance with a company's facility plan approved by MDA. (Verification of MDA PPBE-approved contractor facilities and individuals can be obtained from the Contracting Officer.) Authorization to transport PPBE data shall be provided by the Contracting Officer.
- (6) Notify the Contracting Officer promptly if any non-Government person(s) or company(s) requests access to PPBE data.

f. The Contractor shall be responsible for immediately notifying the Contracting Officer in writing of any changes in its personnel with access to PPBE data, such as departures, new employees, or employees who no longer need access to such data under this contract.

g. Contractor personnel who have been granted access to PPBE data shall process, when possible, such data in Government workspaces using equipment furnished by the Government. However, if a contractor anticipates processing PPBE data in a Government facility on Contractor-owned equipment, prior written approval from the Contracting Officer must be obtained. The Contractor's written request should describe the equipment being used and a brief justification. After approval by the Contracting Officer, the request must be endorsed by the appropriate MDA office before bringing the equipment into the facility:

(1) Information Management and Technology Operations – all information technology equipment to include telefax and reproduction machines.

(2) Infrastructure and Environment Directorate – all other equipment and furniture.

h. Processing PPBE data at the Contractor's facility shall be performed only when absolutely essential and processing in Government workspaces is impractical. Prior to the processing of any such data outside of a Government facility or removal of PPBE data from a Government facility, the Contractor shall submit a written plan to the Contracting Officer outlining the procedures for maintaining and safeguarding such data at its facility. The Contractor shall submit its own plan or a plan which meets the general requirements identified in MDA Directive 7045.01. The plan shall be approved in writing by the Contracting Officer prior to removal of any PPBE data from a Government facility or the processing of any such data in the contractor's facility. A Contractor may submit a separate plan for each of its facilities that need to maintain such data or one plan as long as any differences between the procedures followed at each facility are clearly distinguishable in the plan. If an agent, consultant, or subcontractor requires the processing of PPBE data at its facility(s), they also must submit a separate facility plan through the prime Contractor for approval by the Contracting Officer.

NOTE: A plan is not required for Contractor personnel who have been given prior access to PPBE data to transport, process, or maintain such data at a Government or an MDA-approved contractor facility. (Verification of MDA approved Contractor facilities and authorized personnel can be obtained only from the Contracting Officer.)

i. If the Contractor is not required to process PPBE data at its facility(s), the contractor shall inventory all Government documents in its possession. The contractor shall notify the Contracting Officer in writing of such

documents and request the method of document disposal. If the requirement to process such data at the contractor's facility(s) changes in the future, compliance with paragraph h above shall be required.

j. The Contractor shall provide training for all employees who require access to PPBE data on the proper handling and disclosure of such data. The contractor shall be responsible for ensuring that persons in their employment that have been granted access to PPBE data understand the consequences of divulging such data. Revealing PPBE data to unauthorized persons may provide other companies with an unfair advantage in future competitions or jeopardize national security interests.

k. In the event the Contractor or any of its employees, agents, subcontractor employees, or consultants fail to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to terminate the contract for default and/or resort to such other rights and remedies, as provided for under this contract or under Federal laws. Noncompliance with the provisions of this clause may also adversely affect the evaluation of a Contractor's reliability in future acquisitions.

H-10 INHERENTLY GOVERNMENTAL FUNCTIONS (MAY 2009)

a. An inherently governmental function is a function that is so intimately related to the public interest as to mandate performance by Government employees. See the definition at FAR 2.101. These functions include those activities that require either the exercise of discretion or the making of value judgments in making decisions for the Government. The Contractor is not an agent or a representative of MDA and shall not assume these roles. While the Contractor may be required to visit other governmental agencies or Contractors to obtain information for MDA, such work shall be under the guidance of the Contracting Officer's Representative (COR).

b. The Contractor shall ensure that its employees under this contract do not perform inherently governmental functions as described in FAR 2.101 and 7.503. In the event the Contractor is concerned that work requested of it constitutes an inherently governmental function, it shall immediately inform the Contracting Officer.

H-11 SENSITIVE INFORMATION TECHNOLOGY WORK (APR 2009)

DoD 5200.2-R, DoD Personnel Security Program, requires Contractor personnel, who perform work on sensitive Information Technology (IT)/Automated Data Processing (ADP) systems (hereafter referred to as IT), to be assigned to positions which are designated at one of three sensitivity levels (IT-I, IT-II or IT-III). These designations equate to Critical Sensitive, Non-Critical Sensitive, and Non-Sensitive. Working On-Site in any MDA Facility requires a minimum Sensitivity of IT-II. The following investigations are required:

IT-I designated positions require a Single Scope Background Investigation (SSBI).

IT-II designated positions require a National Agency Check with Law and Credit (NACLC).

IT-III positions associated with MDA are found only at contractor's facilities. See below for requirement.

The required investigation will be completed prior to the assignment of individuals to sensitive duties associated with the position.

For IT-III positions at the Contractor's facility, the Contractor will forward their employee information (completed SF 85P, Questionnaire for Positions of Public Trust), and two (2) DD Forms 258 (Fingerprint cards) either electronically or on magnetic media to: Missile Defense Agency, Security and Program Protection (MDA/DOSS); ATTN: Personnel Security, 7100 Defense Pentagon, Washington, DC 20301-7100.

MDA retains the right to request removal of Contractor personnel, regardless of prior clearance or adjudication status, whose actions, while assigned to this contract, clearly conflict with the interests of the

Government. The reason for removal will be fully documented in writing by the Contracting Officer. When and if such removal occurs, the Contractor will within 60 working days assign qualified personnel to any vacancy(ies) thus created.

H-12 TOP SECRET PERIODIC REINVESTIGATION (MAY 2009)

When Contractor personnel with TOP SECRET clearance are due for a Periodic Reinvestigation (PR), the Contractor shall monitor and determine if the individual currently has access to Sensitive Compartmented Information (SCI) or if eligibility for access to SCI is required to support the contract. The Contractor's Facility Security Officer, or other authorized official, will ensure that Contractor personnel having access to or eligibility for access to SCI is submitted for a Periodic Reinvestigation meeting SCI standards. This will ensure that once the investigation is completed, the appropriate Central Adjudication Facility will also have the investigation adjudicated for continued eligibility for access to SCI.

Failure to have the PR meet SCI standards will most likely result in the individual being denied continued access to SCI until a PR is re-investigated to appropriate standards. The Contractor will be required to provide an eligible replacement within 60 working days if required.

H-13 CONTRACTOR EMPLOYEE OUT-PROCESSING (MAY 2009)

Prior to the departure of on-site contractor employees, the departing employee shall complete an MDA Form 14, Out Processing Checklist as required by MDA Directive Number 5000.01, and return the completed checklist, with all required signatures, to the cognizant Contracting Officer's Representative (COR). The COR will provide the completed MDA Form 14 to the Contracting Officer to be retained in the official contract file by the Contracting Officer.

H-14 SECURITY CERTIFICATION AND ACCREDITATION SUPPORT (MAY 2009)

a. Security support shall include the development, implementation, and maintenance of all security documents, procedures, and agreements necessary to effect type and site accreditation at all operating locations in accordance with the Department of Defense Information Assurance Certification and Accreditation Process (DIACAP - DODI 8510.01).

b. The contractor shall be responsible for all the C&A functions assigned to the Certification Authority, Program Manager, and Developer/Integrator as outlined in DODI 8510.01.

H-15 PROHIBITION ON CROSS TEAMING (JUL 2009)

a. Cross teaming is prohibited at the prime and subcontract level for the same functional capability group under the basic contracts and the subsequent task orders. This prohibition also applies to affiliated companies.

b. The only exception is the case where a single supplier provides a core functional requirement unique to MDA. In the event that the supply chain for one function is exclusive to one subcontractor then more than one prime contractor may include this critical supplier in the proposed list of subcontractors. Market research must be submitted to support this industrial base assertion.

c. This clause does not apply to Ability One nonprofit agencies, as described in FAR Subpart 8.7. AbilityOne nonprofit agencies can be in multiple teams for the same functional capability group under the basic contracts and the subsequent task orders.

d. Prime contractors can add subcontractors to their team during contract performance after written notification has been provided to the contracting officer.

H-16 COMPLIANCE WITH FAR 52.219-14, LIMITATION ON SUBCONTRACTING (referred to as the “50% rule”) (APR 2009)

a. The period of time used to determine compliance with FAR 52.219-14, Limitation on Subcontracting, will be the base contract period, including all task orders issued under the contract. Small business contractors do not have to comply with the “50% rule” on each task order.

b. In accordance with 13 CFR Section 125.6(i), if the contractor is a joint venture and meets the following requirements, compliance with the “50% rule” will apply to the cooperative effort of the joint venture, not its individual members:

- (1) The joint venture contractor is exempt from affiliation under 13 CFR Section 121.103(h)(3); and,
- (2) The joint venture contractor qualifies as a small business concern.

c. Pursuant to 13 CFR Section 121.103(h), a joint venture may or may not be in the form of a separate legal entity.

H-17 ACQUISITION OMBUDSMAN (MAY 2009)

The MDA Acquisition Ombudsman is the Executive Director of the Agency. Government and contractor personnel may directly contact the Acquisition Ombudsman to ask that he inquire into any acquisition integrity issue and resolve it appropriately. The Acquisition Ombudsman will assist in handling integrity, fairness or other issues associated with individual contracts, award fee recommendations, and negotiations. His objective is to help MDA ensure that our processes, and their implementation, are fair, unbiased and consistent. You may contact the Acquisition Ombudsman at 703-697-7691, or by mail at Missile Defense Agency/DX, 7100 Defense Pentagon, Washington, D.C. 20307-7100

H-18 ENTRY OF ADDITIONAL CONTRACTORS (MAY 2009)

The Government reserves the right to add additional contractors to each capability group, particularly if contractors do not maintain a satisfactory record of past performance, if the number of contractors in any capability group should fall below two contractors, or if the small business contractor’s size standard changes as result of the recertification requirements contained in FAR 19.301-2.

H-19 ASSIGNMENT OF RIGHTS (Task Orders) (JUN 2009)

Per DFARS 252.227-7020, Rights in Special Works, those works specifically identified in the individual task orders that are first produced, created, or generated under the task order and required to be delivered must contain the following notice: "C (Year date of delivery) United States Government, as represented by the Secretary of Defense. All rights reserved." In addition, the contractor hereby relinquishes any rights to use or disclose such works beyond what is required by the contract or specifically approved by the Government. Use on other federal Government contracts is approved, unless otherwise stated in the task order.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2008
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.204-10	Reporting Subcontract Awards	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-11	Cost Contract--No Fee	APR 1984
52.216-24	Limitation Of Government Liability	APR 1984
52.216-25	Contract Definitization	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004

52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-50 Alt I	Combating Trafficking in Persons (Aug 2007) Alternate I	AUG 2007
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.227-11	Patent Rights--Ownership By The Contractor	DEC 2007
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-1	State and Local Taxes	APR 1984
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-17	Interest	OCT 2008
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-25 Alt I	Prompt Payment (Oct 2008) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-1 Alt V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-2	Subcontracts	JUN 2007
52.244-6	Subcontracts for Commercial Items	MAR 2009
52.245-1 (Dev)	Government Property (June 2007)	JUN 2007
52.245-1 Alt I	Government Property (Jun 2007) Alternate I	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-25	Limitation Of Liability--Services	FEB 1997

52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.204-7008	Requirements for Contracts Involving Export-Controlled Items	JUL 2008
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.222-7000	Restriction On Employment Of Personnel	MAR 2000
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7004	Report of Contract Performance Outside the United States and Canada--Submission after Award	MAY 2007
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	JAN 2009
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988

252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.228-7000	Reimbursement for War-Hazard Losses	DEC 1991
252.228-7003	Capture and Detention	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.237-7019	Training for Contractor Personnel Interacting with Detainees	SEP 2006
252.239-7000	Protection Against Compromising Emanations	JUN 2004
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.249-7002	Notification of Anticipated Program Termination or Reduction	DEC 2006

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through 60 months after contract award (base ID/IQ expiration).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$100,000,000;

(2) Any order for a combination of items in excess of \$100,000,000; or

(3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the

limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 12 months after the expiration of the ordering period.

(End of clause)

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/these address(es):

Federal Acquisition Regulation (FAR)
<http://www.arnet.gov/far/>

Defense Federal Acquisition Regulation Supplement (DFARS)
<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(Note: This clause will be applicable to fixed price Task Orders that are Incrementally Funded)

(a) Contract line item(s) 0002 through 0005 are incrementally funded. For these item(s), the sum of \$ _____ of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, 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 of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) 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 item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, 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 or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), 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 prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(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 work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with

regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

To be determined at TO level

On execution of contract \$--

(month) (day), (year) \$----

(month) (day), (year) \$----

(month) (day), (year) \$----

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	DATE	PAGES
Attachment 01	Performance Work Statement (PWS) for Acquisition Support Capability Group	17 Jun 09	29
Attachment 02	Labor Competency Levels, Descriptions, and Rates (LCDR) Table as provided in the contractor's proposal, dated 04 June 2010, is incorporated by reference.		
Attachment 03	DD Form 254, Contract Security Classification Specification for Acquisition Support Capability Group	30 Jun 10	13
Attachment 04	PPBE Non Disclosure Form (Form 099)	Mar 09	2
Attachment 05	Missile Defense Agency Statement of Policy Regarding Organizational Conflict of Interest (OCIs)	8 Jun 09	7
Attachment 06	Acronyms List	17 Jun 09	8
Attachment 07	OCI Mitigation Plan	16 Jul 10	30

**Basic Contract
Performance Work Statement (PWS)**

for

**Missile Defense Agency
Engineering and Support Services (MiDAESS)**

**Acquisition Support
Capability Group
Small Business Set-Aside**

Date: 17 June 2009

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APPENDIX: PERFORMANCE STANDARD SUMMARY MATRIX

1.0 BACKGROUND

The Department of Defense (DoD) created the Missile Defense Agency (MDA) in January 2002. The Agency's mission is to develop a layered integrated Ballistic Missile Defense System (BMDS) that will destroy all ranges of ballistic missiles by engaging them in all phases of flight.

The DoD assigned existing missile defense programs from the military services to the Agency. These included the Army's National Missile Defense program, Navy's Aegis Ballistic Missile Defense program, and Air Force's Airborne Laser program, among others. Each of the existing service program and project offices became part of the Missile Defense Agency. The Agency has re-aligned functionally to ensure centralized Headquarters control with decentralized execution. Individual Functional Managers are accountable to MDA Senior Leadership for the quality and quantity of support throughout the Agency, enhanced sharing of BMDS expertise among executing organizations, developing Agency-wide processes, and procedures, and training within the individual disciplines.

The MDA follow-on Advisory and Assistance Services (A&AS) will be centrally managed by the Missile Defense Agency Engineering and Support Services (MiDAESS) Program Office. The program has several explicit objectives:

- Implement national engineering and support services for the BMDS mission across the enterprise.
- Enhance the sharing of BMD expertise and knowledge across the Agency.
- Centralize the acquisition of support services manpower in a more efficient manner.
- Reduce Agency overhead cost enterprise-wide.

2.0 INTRODUCTION

The Acquisition Support Capability Group is comprised of five (5) functional areas: 1) Acquisition (DA), 2) Readiness Management (DWL), 3) International Affairs (DI), 4) Business and Financial Management (DOB), and 5) Legislative Affairs (LA). These Functional Managers are responsible for execution of support for the BMDS and each of the geographically dispersed programs within the Agency. The Acquisition Support Capability Group will utilize a matrix management approach that ensures A&AS professionals are provided across the Agency. Matrix management is an organizational concept where a Functional Manager (FM) allocates personnel resources with like skills among executing organizations needing these skills.

The Functional Managers serve as the principal executives for acquisition, readiness management, international affairs, business and finance, and legislative affairs matters relating to support for the BMDS. Each functional organization has unique requirements and discrete responsibilities, but all require similar expertise that has been consolidated into a single capability group for execution.

2.1 Acquisition (DA)

The Director for Acquisition is the principal advisor to the Director, MDA on all issues relating to acquisition, contracting matters, and small business. The mission of the DA Directorate is to facilitate BMDS and program development and deployment by establishing acquisition and contracting policies and processes, developing direction and guidance for the BMDS and associated programs, assessing program performance, developing an acquisition workforce to support mission needs, and providing support through all phases of the acquisition cycle. The Director for Acquisition has five (5) subordinate organizations: Acquisition Policy, Planning, and Assessment; Program Element Management; Small Business Programs; Operations; and Contracting*. Acquisition activities are executed with a streamlined Headquarters staff and functional matrix personnel geographically distributed and co-located with program offices across the Agency. Specific functional management responsibilities include, but are not limited to:

- a. Providing acquisition authorization, assessment, oversight, and assistance throughout the Agency. Developing policies, plans, processes, procedures, and guidance for MDA acquisitions.
- b. Providing acquisition expertise and support to the Program Directors (PDs)/Program Managers (PMs) and their respective Acquisition Functional Leads for execution of the acquisition function.
- c. Preparing analyses, providing advice, and making recommendations to MDA leadership.
- d. Providing oversight and management of the MDA Small Business Program.
- e. Establishing and maintaining the Acquisition organization and workforce.

*The Acquisition Directorate responsibilities also include oversight and management of Agency contracting efforts. The contracting activities are NOT included in the MiDAESS A&AS requirement.

In addition, DA provides acquisition matrix support to the BMDS Plans, Programs and Integration Directorate (DPB). The DPB Directorate reports to the Deputy Program Manager for the BMDS and supports the DP mission of supervising the execution of the BMDS Program. The Directorate is headquartered at Redstone Arsenal, Alabama and has personnel assigned in the National Capitol Region (NCR) and Colorado Springs. The Directorate is responsible for BMDS Baseline Integration, providing the Offices of Primary Responsibility (OPRs) for the Schedule Baseline, developing the BMDS Master Plan (BMP) and the BMDS Integrated Master Schedule (IMS), and maturing the BMDS Program Plan.

2.2 Readiness Management (DWL)

The Director of Readiness Management will utilize multiple Memorandum of Understanding (MOU) agreements to ensure effective communication and coordination between subject matter experts (SMEs) and service representatives. Specific functional responsibilities include, but are not limited to:

- a. Lead MDA efforts to ensure the BMDS meets Warfighters readiness requirements, including associated planning, analysis, and assessment requirements.
- b. Define, track, and report appropriate BMDS level (including programs) readiness metrics.
- c. Resolve problems identified through BMDS and program reporting.
- d. Interface with readiness stakeholders (Services, Joint Staff, COCOMS, and OSD) to ensure appropriate stakeholder concerns are considered in BMDS and program readiness trades.
- e. Identify and communicate BMDS and program readiness lessons learned and best practices across the BMDS, programs, services, and other agency stakeholders.

2.3 International Affairs (DI)

The Director for International Affairs provides executive leadership and strategic direction for all international activities and engagements proposed or conducted by the MDA to ensure the BMDS and associated acquisition program plans and accomplishments are aligned with established policies, strategies, guidance, and objectives. The DI Directorate develops and implements the Agency international strategy to facilitate BMDS development and deployment. International Affairs has a Headquarters staff with functional matrix personnel geographically distributed and co-located with programs across the Agency. It is currently organized into four (4) divisions: 1) Europe and the Americas, 2) Asia-Pacific, 3) Middle East, and 4) Strategy and Integration. These divisions cover all regions, countries, and functions germane to the effective execution of its mission. The Director for International Affairs applies unique expertise to a broad range of international policy and foreign affairs issues for the MDA Director, MDA headquarters staff, and to programs across the Agency. The International Affairs Directorate mission consists of the following activities:

- a. International Strategy Development and Execution
- b. Strategic Communication Planning and Execution; Global BMD Outreach
- c. Regional and Global Policy and Affairs

- d. Armaments Cooperation Planning and Execution (including cooperative R&D, international agreements development and negotiation)
- e. Security Assistance Planning and Execution (e.g., Foreign Military Sales)
- f. Multinational BMD Conference Planning and Execution
- g. Arms Control Implementation Planning and Development
- h. Internal Strategic Planning and Execution Supporting International Affairs

2.4 Business and Financial Management (DOB)

The Director for Business and Financial Management reports to the Deputy for Agency Operations and provides executive support, along with on-call support to other Agency senior leaders. The Directorate develops, allocates, executes, reviews, and analyzes funding and manpower expenditures and manages other accounting-related matters across the Agency. It validates that Agency and BMDS programs are resourced in an efficient, business-like, timely manner based on relevant and reliable information to support informed decision-making at all levels. The DOB Directorate also manages the implementation of decisions and executive action plans; establishes and manages Agency fiscal procedures; coordinates fiscal and workforce accounting concerns with Agency senior leadership and external stakeholders, including the Office of Management and Budget (OMB), Office of the Secretary of Defense (OSD), Military Departments, Government Accountability Office (GAO); collaborates in Base Realignment and Closure (BRAC) related planning and execution; and provides specialized financial management support and oversight to Agency Special Access Programs. Support to the Business and Financial Management Directorate is divided into three functional activities:

- Area 4: Accounting Systems
- Area 5: Cost Estimating
- Area 6: Acquisition Business Support

2.5 Legislative Affairs (LA)

The Director for Legislative Affairs serves as the principal advisor for planning, coordinating, facilitating, and implementing Congressional affairs strategies, policies, and programs for the Agency. The Directorate serves as the single point of contact for Congressional communications, monitors legislation related to the BMD program and potential impacts, and coordinates with MDA and OSD legislative organizations on actions.

3.0 DETAILED DESCRIPTION OF REQUIRED SERVICES

The Acquisition Support Capability group provides acquisition, readiness management, international affairs, financial management, and legislative affairs expertise for planning and

execution of BMDS and program development, fielding, and sustainment efforts. The following paragraphs detail the requirements for the Acquisition Support capability group.

3.1 Acquisition (DA)

The following paragraphs define the detailed requirements in this PWS for the Acquisition support efforts.

3.1.1 Acquisition (DA) Detailed Requirements

The contractor shall provide acquisition and program management expertise to develop acquisition policies, plans, processes, procedures, and implementation guidance in support of the MDA and each of the geographically dispersed programs. The contractor shall ensure expertise is provided for BMDS development, including program acquisition products, execution of Acquisition Executive tasks associated with development of policies, assessment of program performance, and evaluation of acquisition products developed by the individual program offices.

a. Acquisition Executive Support

- (1) Assist in developing BMDS and program acquisition strategies, to include the Single Acquisition Management Plan (SAMP). Support and facilitate the communication and coordination of overarching acquisition strategy guidance to the programs. Provide strategic acquisition planning expertise, including high-level strategic acquisition analysis and plan of action and milestone (POA&M) development.
- (2) Support the establishment of policies and procedures for the planning, preparation, and execution of reviews, to include but not limited to, Acquisition Strategy Panels (ASPs), Acquisition Strategy Boards (ASBs), and Program Execution Reviews (PERs).
- (3) Support the PER process, to include but not limited to, developing the PER Concept of Operations (CONOPS) documentation; building briefing templates; coordinating schedules; assisting with internal assessments, including related coordination; and reporting status.
- (4) Support the Significant Activity Watchlist (SAW) process, to include but not limited to, automation and refinement of the SAW software tool; collection and integration of data from the programs; and assessment and preparation of reports on key acquisition events to provide status to the Agency leadership.
- (5) Support and facilitate coordination with external stakeholders of the Agency, such as OSD (AT&L) and intra-department organizations.

- (6) Support development and updates of the MDA Acquisition Handbook and information posted on the internal acquisition website.
- (7) Provide acquisition expertise and coordination to summarize top-level program information and activities for reviews and decision-making. Develop and maintain program smart books.
- (8) Provide acquisition expertise and support for assessment, oversight, and execution of acquisition policy, processes, and procedures by the PDs/PMs and other Agency organizations.
- (9) Provide expertise to conduct analysis in support of cost, schedule, and technical performance trade-off analyses and risk assessments. Trade-off results will support technical, acquisition, contract, budget, policy, and legislative activities impacting the programs and the overall BMDS.
- (10) Support the development and coordination of acquisition external reports (e.g., Selected Acquisition Report (SAR)) for stakeholders of the Agency.
- (11) Support the management of the MDA knowledge point process and reviews. Provide acquisition expertise to support capturing the most critical program risks and data, and to measure program progress against goals.
- (12) Provide expertise on the development of contract documentation required by Procurement Initiation Document (PID).
- (13) Support the development of contract documentation required by the PID.
- (14) Provide data, populate templates, prepare documentation, and comply with approved process in support of the SAW, ASP/ASB, and PER.

b. Acquisition and Program Management Support

- (1) Provide acquisition and program management expertise and support for the Acquisition Directorate, BMDS Deputy PM Office, geographically dispersed program offices, and Acquisition Functional Leads within the various program execution organizations.
- (2) Provide support for functional meetings, including but not limited to, weekly Program Director/Program Manager (PD/PM) meetings and bi-weekly Functional Lead meetings.
- (3) Support PDs/PMs and Acquisition Functional Leads in monitoring technical, schedule, and cost performance on the programs. Analysis includes the review, interpretation, recommendations, development, resolution, and

reporting on subjects including funding adequacy, estimated costs, financial performance and programmatic risks.

- (4) Support the PD/PM with developing their respective Acquisition Program Plans, which are synchronized with the overarching BMDS block strategy and BMDS Accountability Report (BAR). Provide acquisition planning support, including POA&M development. Provide acquisition expertise to support the development and maintenance of other acquisition related documents.
- (5) Provide acquisition and programmatic expertise for the development of program planning, programming, budgeting and execution documents.
- (6) Provide acquisition and program management expertise to support the evaluation of contract performance against the program baseline. This includes identifying trigger points to convey system performance to stakeholders. Monitor contract funding and execution, identifying shortfalls, and recommend alternatives.
- (7) Provide acquisition expertise to perform analyses to support quick reaction responses to proposed planning (programmatic, fiscal, and contractual) changes.
- (8) Develop, coordinate, and track input from external inquiries and action items; assist in planning options; and update physical and electronic filing systems to provide timely responses.
- (9) Provide program management expertise to develop and maintain an Operation Planning Center (or War Room), including automated databases. Provide a “one-stop” information location for center access within the respective program, along with CLASSIFIED capability, where necessary. The center will include or provide access to program; project; planning; risk assessment; and Earned Value Management System (EVMS) data, (as defined in EVMS section of this PWS). The automated databases must be available to support document development in support of Agency leadership decision-making, briefing preparation, and other quick-turn around actions.
- (10) Provide programmatic expertise to engage in the budgeting, finance, and contract execution processes to ensure EVMS data is appropriately gathered, managed, and utilized by the PDs/PMs. Ensure the EVMS data is supportive of program execution and provides the Director an accurate view of program performance.
- (11) Provide programmatic expertise to engage with the engineering and technical community to understand technical aspects in sufficient detail to address and report on potential programmatic impacts across the Agency.

- (12) Facilitate effective acquisition communication and information exchange throughout the MDA enterprise with the goal of reducing acquisition tasking and action cycle times.
- (13) Provide acquisition expertise and programmatic support for international acquisition strategy development and establishment of programs to promote joint and allied cooperative programs and interoperability. Support international contract planning activities.
- (14) Provide acquisition expertise to support ad hoc teams and special studies for the Acquisition Directorate, BMDS Deputy PM Office, and program offices.
- (15) Provide expert advice on transition and transfer activities of the program weapon system to the appropriate service.
- (16) Provide routine and short notice support developing briefings, papers, status reports, web-based materials, data base materials; attend meetings; track, coordinate and follow up on action items; ensure technical written products are at executive presentation level.
- (17) Assist in identifying, designing, and developing innovative concepts, research projects, and experiments for technology engineering. Assist with technology transfer, with particular emphasis on the maturation of Small Business Innovative Research (SBIR) projects. Report status of research and development projects.
- (18) Support Small Business Innovation Research/Small Business Technology Transfer (SBIR/STTR) program management responsibilities and support the MDA SBIR/STTR Steering Group Secretariat.

c. Acquisition Workforce Requirements

- (1) Provide acquisition expertise to support the development and coordination of the Program Management Personnel Policy Directive. Support development and monitoring of processes for acquisition workforce selection; acquisition workforce balancing; and establishment of rating chains for PD/PMs and Functional Leads.
- (2) Provide expertise to assist with acquisition and program management career development, including advice and support for training of the Acquisition workforce. Support the development and tracking of the PD/PM selection process.
- (3) Assist in the acquisition and program management civilian hiring and manpower sustainment process, which includes updating the Program Resource Internet Database Environment (PRIDE) database; assisting with

tracking workforce qualifications, identifying training opportunities, documenting training status; and supporting the National Security Personnel System (NSPS) evaluation process.

d. MDA Small Business Programs

- (1) Provide support to track Congressional actions impacting the Office of Small Business Programs (OSBP); assist in development of required small business program reports; assist in coordination with the OSD OSBP administrative staff, as necessary, to process Mentor Protégé Program funding documents and other administrative actions related to the program. Monitor small business laws, regulations, policies, and directives and provide updates as necessary.
- (2) Support the MDA Mentor Protégé Program, to include reviewing proposed agreements, working with the Contracts Directorate to insure agreements are placed on appropriate MDA contracts and monitoring the performance of the Mentor and Protégé with respect to the agreement.
- (3) Support the MDA Small Business Outreach Program, to include producing a quarterly newsletter, supporting the planning and conduct of MDA small business conferences, producing outreach materials for distribution to the Small Business Community, assisting with acquiring equipment and manning booths at various outreach events, managing and supporting the electronic MDA Small Business Directory and other general support of the program.
- (4) Support the MDA Small Business Subcontracting Oversight Program to include monitoring and tracking the Electronic Subcontracting Reporting System (ESRS) inputs required from MDA large business Prime Contractors, providing support for the MDA Large Business Council; and other general support to the program.

e. BMDS Plans, Programs, and Integration

- (1) Support management of BMDS Blocks and Capability Deliveries.
- (2) Support all activities associated with developing and maintaining BMDS program documentation, including, but not limited to, the Single Acquisition Management Plan, the Acquisition Program Plan, the Common Work Breakdown Structure and the BMDS Accountability Report.
- (3) Support all activities associated with developing and maintaining the BMDS Master Plan, Schedule Baseline, Integrated Master Schedule and Integrated Master Plan.

- (4) Support the management of the BMDS Baselines Integration Automation activities.
- (5) Support the integration of cost, performance and schedule metrics and planning for the management of BMDS development and capability delivery.
- (6) Support building integrated decision packages that allow for executive decisions and baseline change implementation.
- (7) Support creating, modifying and analyzing options that consider interdependencies and baseline interactions as critical decision elements for the Deputy Program Manager for the BMDS.

3.2 Readiness Management (DWL)

The following paragraphs define the detailed requirements in this PWS for the Readiness Management Organization.

3.2.1 Readiness Management (DWL) Detailed Requirements

The contractor shall provide the readiness management expertise required to support the BMDS and each of the geographically dispersed programs within MDA. The contractor shall provide expertise to develop policies, plans, processes, procedures; implementation guidance; and interpret external agency regulations, policies, directives, and other related documents. The contractor shall ensure sufficient expertise is provided to support Readiness Executive tasks with external stakeholders.

- a. Provide expertise and support for planning, defining, analysis and readiness assessments for all of the programs and components of the BMDS. Define, track, assess, and report the readiness of the BMDS. Support execution of day-to-day readiness tasks for all of the programs and components of the BMDS.
- b. Provide expertise and support for readiness tracking of each of the programs and components of the BMDS. Support the establishment of policy and procedures for the collection, reporting, and analysis of readiness metric data, including problems identified through BMDS and program reporting.
- c. Support development of readiness metrics and data collection requirements. Support and facilitate the communication of readiness data to the programs and stakeholders. Provide readiness planning expertise and support, including high level strategic readiness analysis, and the development of supporting documentation.
- d. Support and facilitate coordination with external stakeholders Services, Joint Staff, COCOMS, and OSD.

- e. Support the services in the definition and execution of missile defense system readiness requirements and trades.
- f. Identify and communicate BMDS and program readiness lessons learned. Incorporate best practices across the BMDS, programs, services, and other agency stakeholders.

3.3 International Affairs (DI)

The International Affairs Directorate applies unique expertise to a broad range of international policy and foreign affairs issues across the Agency. The responsibilities cover all regions, countries, and functions essential to the effective conduct of international activities and engagements to facilitate BMDS development and deployment.

3.3.1 International Affairs (DI) Detailed Requirements

The contractor shall provide foreign affairs and acquisition expertise to support planning and execution of the range of MDA international affairs activities, including but not limited to those described in detail below. The contractor shall ensure personnel are available to support each of the geographically dispersed MDA locations. The contractor shall support MDA efforts to garner support for US BMD programs, promote foreign nation participation in MDA programs, and integrate partner nation capabilities with US capabilities.

- a. International Strategy Development and Execution
 - (1) Provide support to the development, evolution and implementation of the MDA International Strategy.
 - (2) Assist in developing and implementing related performance metrics/balanced scorecard methodology.
 - (3) Assist with the development and implementation of regional and country-specific campaign plans.
- b. Strategic Communication Planning and Execution; Global BMD Outreach
 - (1) Assist in the development, execution, and refinement of a roadmap for global BMD outreach, including the identification of new outreach opportunities and the development of novel implementation strategies.
 - (2) Support bilateral and multilateral meetings, committees, steering groups, conferences, and other fora to educate and share information with friends and allies to advance priority MDA initiatives.

- (3) Support the establishment and maintenance of strong working relationships with MDA activities outside the continental United States (OCONUS) and with key external counterparts (e.g., Combatant Commands (COCOMs), in coordination with the Warfighter Support Center (DFO); the Department of State, US Embassies, Consulates, and Missions abroad; and other Agencies).
- (4) Support MDA representation by executive management and staff at international fora such as, but not limited to NATO Missile Defense Steering Group and International Program Committee.
- (5) Support the development of interactive simulations that benefit or can be used in support of international objectives. Facilitate MDA participation in events that use interactive simulations to foster further international collaboration in missile defense.

c. Regional and Global Policy Affairs

- (1) Conduct Political-Military assessments (quick response and long-term) to analyze international developments and potential effects on international BMD cooperation and US BMD development and fielding activities. This includes assessment of official white papers, position papers, or other related documents as well as other political, social, and cultural influences on government decision making as it relates to missile defense and international initiatives.
- (2) Support agency efforts with Office of Secretary of Defense (OSD) Policy, Joint Chief's of Staff, military services, COCOMs, other US Government executive departments, and those foreign governments eligible for cooperative participation in missile defense activities.

d. Armaments Cooperation Planning and Execution

- (1) Support the execution of country-specific international activities to include, but not limited to studies and analyses; international agreement planning, development, negotiation and implementation; cooperative research and development, co-production; technology assessments; and export licensing and technology transfer analyses.
- (2) Identify opportunities for and support planning and execution related to foreign participation in US BMDS testing, US use of foreign test facilities, and US participation in foreign test activities.
- (3) Support MDA planning and execution related to multilateral activities, initiatives, and programs including, but not limited to, international organizations such as NATO.

- (4) Identify new and novel approaches and initiatives related to armaments cooperation.

e. Security Assistance Planning and Execution

- (1) Assist with development and implementation of MDA security assistance plans and processes. Provide support to the development and implementation of potential security assistance cases.
- (2) Identify opportunities for foreign military sales (FMS) and supporting engagement strategies.

f. Multinational BMD Conference Planning and Execution

- (1) Support the planning and execution of the annual MDA multinational conference.
- (2) Analyze conference execution, to include recommendations for design improvements and areas for future strategy development.

g. Arms Control Implementation Planning and Development

- (1) Develop implementation plans to support MDA program compliance with arms control treaties, protocols, and other agreements.
- (2) Support development of presentation materials and participate in meetings and discussions to ensure MDA personnel are aware of Agency obligations under arms control treaties, protocols, and other agreements.
- (3) Provide technical analyses of arms control impacts on current and potential MDA activities.

h. Internal Strategic Planning and Execution Supporting International Affairs

- (1) Provide international affairs subject matter expertise supporting key internal MDA corporate decision bodies (EMB, PCB, PPB, etc.)
- (2) Provide international affairs subject matter expertise supporting MDA engagements across DoD and in Interagency fora; this includes but is not limited to the Quadrennial Defense Review (QDR), Ballistic Missile Defense Review (BMDR), Nuclear Posture Review (NPR), and the Compliance Review Group.

3.4 Business and Financial Management (DOB)

The following paragraphs define the detailed requirements in this PWS for the Business Operations Directorate.

3.4.1 Accounting Systems Detailed Requirements

The contractor shall provide accounting, financial record reconciliation, and financial information system support for functional organizations and programs. The contractor shall provide support for compliance with the Chief Financial Officers (CFO) Act of 1990 and the MDA internal controls program. The contractor shall provide system, program, and functional area general financial support.

- a. Provide research, analysis, and technical support for the reconciliation of internal records.
- b. Provide assistance in the development and publication of Agency financial and accounting policies and procedures to promote efficiency and effectiveness of operations, and accuracy, reliability, and timeliness of financial reporting.
- c. Provide assistance in the identification and implementation of actions to improve financial management operations and reporting.
- d. Provide technical support for the current and planned accounting systems and entitlement systems with the official accounting records maintained by the Defense Finance and Accounting Service (DFAS) accounting and paying offices.
- e. Provide on-site financial reconciliation, research and analysis support at DFAS-Columbus and DFAS-Indianapolis Service Centers.
- f. Record obligations and adjustments in the official accounting system based on research and analysis of various types of official supporting documentation. Perform follow-up activities and report the status of Agency accounting data and records and Defense Finance and Accounting Service activities and changes.
- g. Provide accounting transaction level data analysis and reconciliation support for over ten separate legacy accounting and financial systems.
- h. Support system implementation and sustainment, operations, maintenance and training.

- i. Provide project management assistance, to include requirements, operational processes, structure definition, installation, deployment, testing, operations, and maintenance.
- j. Provide expertise to integrate multi-layered schedule of tasks required in support of PPBES.
- k. Provide assistance in the development of supporting documents and audit trails to prepare the Agency quarterly and annual financial statements in accordance with the CFO Act. Provide assistance with communicating project status and risk, developing recommendations for emerging issues, and providing resolution implementation assistance.
- l. Provide assistance in the identification and implementation of corrective actions needed to obtain an unqualified audit opinion on the annual financial statements and accompanying supplemental reports.
- m. Provide assistance in the administration of the MDA internal control program to support development of the Annual Statement of Assurance process and the supporting organizational internal control self-assessments.
- n. Provide assistance in the development and issuance of annual training and supporting materials to functional and program organization representatives.
- o. Research related government and industry best practices; assist in incorporating best practices into Agency policies, procedures, and processes to promote continual process improvements to the internal controls program.
- p. Provide special studies, along with routine and short notice support developing briefings, papers, status reports, web-based materials, data base materials; attend meetings; track, coordinate and follow up on action items; and ensure technical written products are at executive presentation level.

3.4.2 Cost Estimating Detailed Requirements

- a. Provide analytical expertise for development of detailed cost estimates and courses of action (COAs) for decision making throughout the Agency.
 - (1) Support the development of common cost methods, for prescribed BMDS commodities and functional organizations.
 - (2) Provide analytical support for cost estimating of Agency commodities, to include cost driver sensitivity analyses, and integrate the results of the Earned Value Management (EVM) analysis into the cost estimating process; support development and documentation of cost estimating and analysis processes, policies, and procedures.

- (3) Establish and maintain a cost library for use by all cost analysts.
 - (4) Develop and conduct cost estimating and analysis training for entry-level through senior-level personnel for the missile defense community, in conjunction with the Human Resources Directorate (DOH).
- b. Formulate and apply mathematical modeling and other operations research methods to develop and interpret cost estimates that assist management with decision making. Develop cost estimates using various software tools (Excel, ACIET, Price). Collect and analyze cost data from various databases and cost reports.
- (1) Analyze information obtained from management conceptualization and define assumptions concerning technical requirements, schedule, and cost, and make recommendations.
 - (2) Break systems into their component parts in the Work Breakdown Structures (WBS) and develop cost-estimating relationships for each program in the structure.
 - (3) Define data requirements. Gather and validate information, apply judgment and statistical tests, and provide recommendations.
 - (4) Evaluate data. Develop probabilistic cost estimating relationships and validate the using appropriate statistical techniques. Use cost estimating relationships in the development of estimates for complex systems, and systems of systems.
 - (5) Investigate program uncertainties through cost estimates based on data provided. Use statistics and simulation techniques to analyze and develop the cost risk portion of the cost estimates.
 - (6) Perform validation and testing of cost estimates to ensure adequacy; reformulate cost estimate models.
 - (7) Analyze various COAs. Prepare a cost estimate for each, compare the COAs, and make recommendations to leadership.
- c. Provide cost estimating and analysis support for the National Missile Defense Cost Division, Theater Weapons Cost Division, the Sensors and C3 Cost Division, and Operations Cost Division.
- (1) Develop cost models that incorporate cost risk analysis and generate cost estimates to support building the program budget. Participate in developing Common Cost Models with Lead Service and Prime

Contractor. Interface with functional leads in the programs (e.g., engineering, business, etc.) to ensure cost models and estimates reflect the most current program information.

- (2) Anticipate program requirements using information gained in program meetings, technical reviews, and baseline reviews. Perform analyses of alternatives to support program and MDA-wide decision making process.
 - (3) Prepare Independent Government Estimates in support of MDA contractual activities.
 - (4) Assist with developing and reviewing Cost Analysis Requirements Documents (CARDS).
 - (5) Assist with developing WBS structure, cost data collection plans, Contract Data Requirements Lists (CDRL), and Data Item Descriptions (DID) in support of new contracts.
 - (6) Implement cost data collection process. Assist with evaluating quality of cost data and develop databases.
 - (7) Assist with quality reviews of MDA cost models and estimates. Assist in standardizing cost estimating and analysis products across the division
- d. Provide cost estimating and analysis support for the BMDS Analysis Division.
- (1) Provide on site support to the MDA Integration and Synchronization Center (ISC) by preparing BMDS-wide cost analyses and participating in Business Case Analyses.
 - (2) Coordinate ISC activities with the cost estimating divisions and matrix cost teams to ensure awareness of ongoing actions and to collect relevant cost and program information from the teams.
 - (3) Assist with Analyses of Alternatives (AoAs) and mid-far term architecture planning studies. Provide cost analyses and estimates for alternative COAs. Provide tools and methods to frame the decision space. Engage with technical community and planners in developing recommended COAs.
 - (4) Research and develop new cost estimate tools and methods to improve the quality of MDA cost estimates. Coordinate research requirements with the cost estimating divisions to prioritize research activities.

- (5) Establish and maintain a cost library for use by all cost analysts.
- e. Provide technical and analytical support to the Cost Estimating Operations Division (DOE).
 - (1) Assist with developing and publishing Memorandum of Understanding (MOU) agreements, cost and analysis guidance, and cost related directives and standards for DOE.
 - (2) Assist with coordinating DOE activities with external agencies, e.g., OSD Cost Analysis Improvement Group (CAIG), lead service cost Agencies, and Defense Cost and Resource Center.
 - (3) Develop DOE activity schedules and manage DOE actions (e.g. E-tasker).
 - (4) Assist with coordinating and managing DOE resources, including cost estimating software, IT systems, travel, and office moves.
 - (5) Assist with developing and implementing the DOE internal training and professional development program, in conjunction with the Human Resources Directorate (DOH) training programs.
- f. Cost Estimating Capabilities
 - (1) Provide personnel with expertise who have knowledge and understand cost estimating hardware and software systems, their components, and technologies.
 - (2) Provide expertise to analyze complex problems and apply logical mathematics based solutions for problem solving.
 - (3) Provide expertise to develop cost models using Microsoft Excel and Automated Cost Estimating Integrated Tools (ACEIT).
 - (4) Conduct cost risk analysis by Monte Carlo simulation using Crystal Ball and ACE-Risk applications.
 - (5) Develop databases using Microsoft Access.
 - (6) Develop schedules and perform schedule analysis using Microsoft Project and @Risk for Project (risk analysis management software).
 - (7) Develop software cost estimates using SEER-SEM and CoStar cost estimating software.

- (8) Develop presentation materials using Microsoft PowerPoint.
- (9) Apply statistical techniques, evaluate data, and develop cost estimating relationships.
- (10) Apply earned value information to improve cost estimates during execution.
- (11) Develop data collection plans that are compliant with DoD 5000.4M-1, Contractor Cost Data Reporting Manual.
- (12) Communicate with PDs/PMs Systems Engineers, Business Managers, Test Agents, Logisticians, Industry, etc. to develop program estimates cost estimates.
- (13) Lead and support Integrated Product Teams that develop cost estimates.
- (14) Apply Planning, Programming, Budgeting System PPBES to cost estimates, including correct use of appropriations and fiscal law.

3.4.3 Acquisition Business Support Detailed Requirements

The contractor shall provide general business support for the functional program organizations. The contractor shall provide Defense Travel System (DTS) helpdesk support. The contractor shall support for the external review process. The contractor shall support the EVM process for functionals and programs, to include implementation of policy across the Agency; and review and update of directives, handbooks, and memorandums. Provide training support for the implementation of the Lean Six Sigma Continuous Process Initiative (CPI).

a. Earned Value Management Support

- (1) Provide the EVMS data required to conduct assessment of program execution. Support the assembly, integration, and analysis of data that integrates technical requirements, schedules and budgets. Develop and implement practices to conduct integrated assessments.
- (2) Support integrated baseline reviews and baseline maintenance reviews.
- (3) Support joint EVMS Systems surveillance review process.
- (4) Support acquisition strategy meetings and procurement processes to ensure complete and accurate inclusion of EVM contractual requirements.

- (5) Support the EVM Health (Gap Analysis) process and sharing of EVM and Integrated Baseline Review (IBR) lessons learned and best practices across the Agency.
- (6) Research industry EVM best practices; assist with incorporating best practices into Agency policies, procedures and processes to promote continual process improvements.
- (7) Support the EVM program, develop, support and evaluate EVM related contract requirements, analyze and report on cost/schedule deviations to program baselines, and assist in program status reviews.
- (8) Update existing EVM training modules to reflect policies and best practices and provide training, in conjunction with the Human Resources Directorate (DOH).
- (9) Interface with industry and government experts on missile defense EVM issues; facilitate sharing of lessons learned. Participate in workshops and/or conferences, assisting in the development of meeting minutes, workshop logistical support, and data gathering and /reporting.

b. Other Business Support

- (1) Provide research, analysis and support on all external requests for information and meetings originating from the GAO, DoD IG, or other offices with oversight responsibility.
- (2) Assist in developing documents in support of GAO and DoD IG audit data collection phases and pre-draft reviews. Attend and prepare meeting minutes for Entrance and Exit Conferences, and follow-on meetings.
- (3) Support external interfaces and requests from Congress, Office of the Under Secretary of Defense (Acquisition, Technology and Logistics) (OSD/AT&L), DoD Inspector General (IG), General Accountability Office (GAO), Defense Contract Management Agency (DCMA), Office of Management and Budget (OMB), and other Federal agencies.
- (4) Provide regular, repeated, sustaining activities related to congressional communication, GAO and DoD IG activities. Provide assistance to develop standard queries and reports, developing recommendations for emerging issues, and providing implementation assistance. Use comprehensive Congressional, GAO, and DoD IG databases to facilitate research, review, and analysis of previous communications.

- (5) Provide support for creating the BMDS Booklet; an annual brochure that describes the MDA and programs. Provide graphics expertise, obtain new photographs from various sources, coordinate and update through the Agency, and coordinate the printing and delivery of the authorized number of booklets.
- (6) Provide DTS Help Desk assistance to travelers, authorizing officials, and other entry agents. Receive course materials, reference materials, and training aids to support the implementation of the Defense Travel System, work training in conjunction with the Human Resources Directorate (DOH).
- (7) Provide special studies, along with routine and short notice support developing briefings, papers, status reports, web-based materials, data base materials; attend meetings; track, coordinate and follow up on action items; ensure technical written products are at executive presentation level.
- (8) Research industry business best practices; assist with incorporating best practices into Agency policies, procedures and processes to promote continual process improvements.

3.5 Legislative Affairs (LA)

3.5.1 Legislative Affairs (LA) Detailed Requirements

The Legislative Affairs Directorate is the single point of contact for all Congressional actions. The Directorate oversees Congressional testimony preparation and meetings with members of Congress and key Congressional staff. Legislative impacts to BMD programs are monitored and related activities worked through this organization. The contractor shall provide legislative and analysis capability to support the development, coordination, implementation, and delivery of Congressional strategies and communications.

- a. Monitor defense-related Congressional committees to provide information on legislative initiatives that may impact the BMD program. Assist in providing insight and advice to management on the views and background of members of Congress with respect to the BMD program.
- b. Assist in maintaining the hearing issues of interest from members of Congress and coordinating with stakeholders in drafting and reviewing testimony, hearings, transcripts, Congressional correspondence, and Congressional visits. Assist with reviewing and coordinating the testimony internally and developing “murderboard” and hearing preparation materials.

- c. Obtain “official” Congressional transcripts as required within one working day of hearing or as soon as released by news service, distribute, and review. Ensure hearing follow-up actions are completed.
- d. Assist in interfacing with the National Security Council, Office of the Assistant Secretary of Defense for Legislative Affairs (OASD/LA) and the Office of the Comptroller on Congressional actions.
- e. Develop and execute annual and long-term strategies for defending the President's budget before Congress.
- f. Support the Legislative Affairs staff in maintaining close working relationships with Congressional staff, military service liaisons, and OSD staff on Congressional matters. Maintain Congressional Military Legislative Assistant (MLA) lists. Assist the Legislative Affairs staff in contacting member offices of the Defense Committee members and identifying the new MLAs in January of each year.
- g. Assist in preparing and reviewing responses for Congressional correspondence. Maintain a database of congressional inquiries and Agency responses. Track and report on BMD-related legislation through on-line legislative tracking service, and other publicly available means. Develop Congressional Funding Tracks and update within 12 hours of Congressional activity and markups.
- h. Develop charts (bi-monthly) for the program reviews to provide status of legislation and Congressional schedules that impacts the BMD program.
- i. Prepare, maintain, and update a Congressional calendar of events.
- j. Assist in tracking of the legislative schedule and develop the planning charts to support the Congressional cycle. Track floor amendments in real time by viewing C-SPAN. Update Legislative Affairs staff on relevant amendments. Develop quick-look reports of Defense Committee Bill actions within 12 hours of major activity using PowerPoint application. Secure Defense Committee Reports and Bills from THOMAS federal legislative site.
- k. Publish daily early-morning Congressional update report. Incorporate Early Bird press articles, Congressional quarterly related articles, key hearing dates, House and Senate activities of the day, and a brief summary of major bill status.
- l. Order Defense Committee Reports and Bills from House and Senate Document offices. Disseminate copies to Legislative Affairs staff and other key staff within the Agency. Identify Reports to Congress from legislation starting with the Defense committee Bills and continue tracking through completion of the annual Defense authorization and appropriations Acts and signing into law by the President.

- m. Track Congressional security clearances and coordinate with Congressional security offices, member offices, and MDA Security Operations Center. Ensure visit requests for Congressional staff visits to MDA remain current to support visits.
- n. Provide election analysis and tracking during and beyond normal duty hours. Prepare post-election results briefings.
- o. Support the Legislative Affairs staff with conferences and breakfast presentations on Capitol Hill; take notes and prepare meeting summaries.
- p. Conduct research and keep Legislative Affairs website current.
- q. Prepare PowerPoint presentations and briefings in support of Legislative Affairs activities to include developing the annual legislative engagement strategy.
- r. Maintain historical files in a library.
- s. Maintain and update Legislative Affairs database. Update member biographies in Legislative Affairs electronic storage processes when preparing for Congressional hearings. Incorporate missile defense related statements made during the year from all sources.
- t. Assist in developing year-end Congressional Activity Report Synopsis (CARS) within 30 days of enactment of annual Defense Appropriations and Authorization Acts.
- u. Assist with reviewing and coordinating the testimony internally and with other stakeholders.
- v. Maintain and update the Legislative Affairs Standard Operating Procedures document for the Directorate.

4.0 PERFORMANCE STANDARD SUMMARY

The contractor shall perform Advisory and Assistance Services (A&AS) in accordance with the requirements identified in this performance work statement and any subsequent task orders. The performance standards describe the minimum acceptable performance levels for each requirement. The MiDAESS Program Office will evaluate contractor performance in accordance with the Performance Standard Summary Matrix (Appendix).

5.0 DATA

The contractor shall submit a monthly status report. The status report shall provide specific details for each task order. A report is not required, if the contractor does not have open, active task orders. Contractor format is acceptable for the report. The report shall be submitted to the Contracting Officer, with a copy to the designated contracting officer's representative, and include the following information:

Number of Positions under contract at the task order level; identified by task order.

Vacancy Data: Number of vacancies, number of days vacant, and status of each vacancy, Position ID, date vacancy identified, date vacancy filled, identified by task order.

- a. Status of Travel and Other Direct Costs (ODC). As a minimum, final actual travel costs will be reported by task order, by approved MDA Form 110, Request for Contractor Travel and Extended Commuting Travel.
- b. Small business utilization on each task order as a percentage of task order price.
- c. Cumulative small business utilization on all task orders.

At the task order level, the contractor shall submit data in accordance with the task order PWS:

- a. Scientific and Technical Reports, Studies, Presentations, and related Briefing Materials.
- b. Executive Decision Memoranda and Guidance Letters (draft documents).
- c. Presentation and Briefing Materials.
- d. Safety Assessment Reports.
- e. Special Reports, such as Trip Reports, and others as defined by task order.
- f. Program Management Schedules (input) and Tracking Reports.

Each task order may contain additional data requirements which will be identified at time of task order proposal request.

6.0 SECURITY REQUIREMENTS

All personnel must hold a minimum of SECRET security clearance immediately upon contract award. Each task order will define the percentage of the workforce required to ultimately hold TOP SECRET (TS) and TS Sensitive Compartmentalized Information (SCI). In addition the table below defines the percentage of personnel required to have TS and TS SCI eligibility upon task order award.

Below are the specific work areas and their expected security clearance levels:

WORK AREA	SECRET	TOP SECRET ELIGIBILITY UPON AWARD	TOP SECRET TOTAL	SCI ELIGIBILITY UPON AWARD	SCI TOTAL
Acquisition Management (DA)					
Acquisition	100%	5%	5%	2%	2%
Readiness Management (DWL)					
Readiness Management	100%	0	0	0	0
International Affairs (DI)					
International Affairs	100%	5%	50%	2%	2%
Business and Financial Operations (DOB)					
Accounting Systems	100%	20%	20%	0	0
Cost Estimating	100%	20%	20%	0	0
Acquisition Business Support	100%	20%	20%	0	0
Legislative Affairs (LA)					
Legislative Affairs	100%	0	0	0	0

7.0 TRAVEL REQUIREMENTS

Contractor employees should expect to travel from 15% to 30% of the time to various locations related to systems, specific components, manufacturing sites, integration sites, test sites, and other sites as specified by task order.

8.0 GOVERNMENT FURNISHED INFORMATION/EQUIPMENT/SUPPORT

- Access may be provided to MDA facilities, as required, including on-site work stations with computers and telephones. On-site and off-site requirements will be designated by task order.
- Government laptops and blackberries may be provided on a need-justified basis.

9.0 SMALL BUSINESS UTILIZATION

In the execution of task orders, the contractor shall utilize small business to the maximum extent practical. Small business utilization shall be detailed in the monthly status report.

APPENDIX
PERFORMANCE WORK STATEMENT (PWS) STANDARD SUMMARY
Small Business Set-Aside (SBSA)

PERFORMANCE OBJECTIVE	PWS PARA	PERFORMANCE STANDARD	PERFORMANCE MEASURE		
Perform requirements as an integrated team member, ensuring unconstrained flow of program data and information to effectively and efficiently complete tasks. Foster a collaborative environment to ensure requirements are completed, as established in the individual Task Order.	3.0	Teamwork Cooperation	0 Complaints <i>Exceptional</i>	1 or 2 Verified Complaints <i>Satisfactory</i>	3 or More Verified Complaints <i>Unsatisfactory</i>
Fill positions specified at contract award within the timelines established in the Task Order staffing plan.	3.0	Promptness in Filling Positions after Task Order Award	Fill Rate Meets 95% or Greater of Planned Staffing Goal <i>Exceptional</i>	Fill Rate Meets 90 – 94 % of Planned Staffing Goal <i>Satisfactory</i>	Fill Rate Meets Less then 90% of Staffing Plan <i>Unsatisfactory</i>
Fill positions due to departures of personnel within established timelines.	3.0	Promptness in Filling Departure Vacancies	All Departure Vacancies Filled Within 60 Days or Less <i>Exceptional</i>	90-99% of Identified Departure Vacancies Filled Within 60 Days <i>Satisfactory</i>	Less then 90% of Identified Departure Vacancies Filled Within 60 Days <i>Unsatisfactory</i>
Perform tasks requirements specified in the Task Order. Provide sound, comprehensive, professional products and services that a) directly respond to the task and answers the action, question, issue, or provides specified information; and b) meets the customer's timeline to support Government decision making and responses.	3.0, 5.0	Contribution Effectiveness <ul style="list-style-type: none"> Quality Responsiveness Timeliness 	Performance meets or exceeds Task Order requirements. Products are high quality with no technical or editorial issues. No rework on final delivered product. Problems identified by customer are minor and can be resolved in a quick efficient manner. <i>Exceptional</i>	Performance meets most Task Order requirements. Products are good quality meeting minimal technical requirements with few editorial issues. Minimal rework required on final delivered product. Problems identified by customer are minor and are resolved quickly. <i>Satisfactory</i>	Performance meets few Task Order requirements. Products are poor quality and do not meet minimal technical requirements due to excessive errors. Major re-work required on final delivered product. Problems identified by customer are substantial and cannot be resolved quickly due to rework. <i>Unsatisfactory</i>

APPENDIX
PERFORMANCE WORK STATEMENT (PWS) STANDARD SUMMARY
Small Business Set-Aside (SBSA)

PERFORMANCE OBJECTIVE	PWS PARA	PERFORMANCE STANDARD	PERFORMANCE MEASURE		
Utilize small business, as specified by “50% rule” outlined in FAR 52.219-14 (Prime contractor small business work share cumulative performance).	9.0	Contract Small Business Cumulative Utilization	<p>Cumulative Small Business Utilization</p> <p>51% or greater of awarded efforts</p> <p><i>Exceptional</i></p>	<p>Cumulative Small Business Utilization is at least:</p> <p>40% 1st year, 43% 2nd year, 47% 3rd year, 49% 4th year 50% 5th year</p> <p>of awarded efforts</p> <p><i>Satisfactory</i></p>	<p>Cumulative Small Business Utilization is less than:</p> <p>40% 1st year, 43% 2nd year, 47% 3rd year, 49% 4th year 50% 5th year</p> <p>of awarded efforts</p> <p><i>Unsatisfactory</i></p>
Utilize small business, as a percentage of Total Price of Task Order.	9.0	Task Order Small Business Percentage	<p>Exceeds</p> <p>Small Business Utilization Proposed as Percentage of Total Price of Task Order</p> <p><i>Exceptional</i></p>	<p>Meets</p> <p>Small Business Utilization Proposed as Percentage of Total Price of Task Order</p> <p><i>Satisfactory</i></p>	<p>Does Not Meet</p> <p>Small Business Utilization Proposed as Percentage of Total Price of Task Order</p> <p><i>Unsatisfactory</i></p>

Capability Group 2: Acquisition Support	Government Labor Competency Level Description
Contract Program Manager	Capable of providing leadership, direction, and management of support for the Acquisition, Business Operations, Legislative Affairs, International Affairs, and Logistics fields and proficient in standards, principles, practices, and processes related to complex weapon systems. Possess extensive managerial, technical, and business knowledge, and experience relating to DoD and major systems or programs. Proven ability to lead and provide direct input in solving complex issues involving staff and resources of sizable magnitude. Capable of thinking strategically to address issues and implement plans for major operational defense programs. Responsible for overall contract performance. Top Secret clearance required.
Analyst (Advanced)	Capable of leading and executing task associated with acquisition, readiness, financial, legislative affairs, and international issues for complex weapon systems. Has specialized related knowledge. Capable of working independently or leading teams in the solving of solve problems Capable of providing daily supervision and direction to support teams. Security Clearance requirements (TS, TS/SCI, S) as defined in the respective PWS. (MA/MS in Related Field)
Analyst (Intermediate)	Capable of applying managerial, technical, and business knowledge and judgment to acquisition, readiness, financial, legislative affairs, and international issues related to complex weapon systems. Works as a member of team and assists with solving complex problems. Has specialized related knowledge. Security Clearance requirements (TS, TS/SCI, S) as defined in the respective PWS. (BA/BS in Related Field)
Analyst (Basic)	With general supervision capable of assisting in execution of acquisition, readiness, financial, legislative affairs, and/or international issues. Follows established procedures, and solves routine problems. Security Clearance requirements (minimum S) as defined in the respective PWS. (Associates or Bachelors in related field). No direct experience required.
Accountant (Advanced)	Capable of leading and executing the performance of financial aspects of accounting and applying theories, concepts, principles, and standards for a complex weapon system effort. Capable of leading and executing the design, development, operation, or inspection of accounting systems; analyzing and interpreting data, records, and reports; or advising or assisting management on financial management matters. Has specialized related knowledge. Capable of working independently or leading teams to solve problems Capable of providing daily supervision and direction to support teams Security Clearance requirements (TS, TS/SCI, S) as defined in the respective PWS. (MA/MS in Related Field)
Accountant (Intermediate)	Capable of assisting in the execution of financial aspects of accounting and applying theories, concepts, principles, and standards. Capable of assisting in the designing, developing, operating, or inspecting accounting systems; analyzing and interpreting data, records, and reports; or assisting on financial management matters. Works as a member of team and assists with solving complex problems. Security Clearance requirements (TS, TS/SCI, S) as defined in the respective PWS. (BA/BS in Related Field)
Accountant (Basic)	With general supervision capable of understanding financial aspects of accounting and applying theories, concepts, principles, and standards. Capable of assisting in the analysis and interpretation of, records, and reports and assisting on financial management matters. Works under general supervision, follows established procedures, and solves routine problems. Security Clearance requirements (TS, TS/SCI, S) as defined in the respective PWS. (Associates or Bachelors in related field). No direct experience required.
SME (Advanced)	Recognized industry expert with significant depth and breadth of knowledge capable of providing advisor and consultant services based on unique experience that has a significant level of technical value and return on investment. Capable of supporting teams and/or working independently regarding very complex technical or programmatic issues usually related to complex weapon systems. Security Clearance requirements (TS, TS/SCI, S) as defined in the respective PWS.
SME (Intermediate)	Recognized industry expert with depth and breadth of knowledge capable of providing advisor and consultant services based on unique experience that has a high level of technical value and return on investment. Capable of supporting teams and/or working independently regarding very complex technical or programmatic issues. Security Clearance requirements (TS, TS/SCI, S) as defined in the respective PWS.
SME (Basic)	Industry expert with significant depth and breadth of knowledge capable of providing advisor and consultant services based on experience that has a unique, specific level of technical value. Capable of supporting teams working complex technical or programmatic issues. Security Clearance requirements (TS, TS/SCI, S) as defined in the respective PWS.

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DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION (The requirements of the National Industrial Security Program Operating Manual (NISPOM) apply to all security aspects of this effort)				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED TOP SECRET b. LEVEL OF SAFEGUARDING REQUIRED SECRET	
2. THIS SPECIFICATION IS FOR (x and complete as applicable)				3. THIS SPECIFICATION IS: (x and complete as applicable)	
X	a. PRIME CONTRACT NUMBER HQ0147-10-D-0036			X	a. ORIGINAL (Complete date in all cases) Date (YYYYMMDD) 2010/06/24
	b. SUBCONTRACT NUMBER				b. REVISED (Supersedes all previous specs) Revision No. Date (YYYYMMDD)
	c. SOLICITATION OR OTHER NUMBER HQ0147-09-R-0001		Due Date (YYMMDD)		c. FINAL (Complete Item 5 in all cases) Date (YYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.					
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.					
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)					
a. LOCATION BCF Solutions Inc. 14325 Willard Road Chantilly, VA 20151			b. CAGE CODE 3QQC0	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Defense Security Service (IOFCC1) 14428 Albemarle Point Place, Suite 140 Chantilly, VA 20151-1678	
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE			b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
8. ACTUAL PERFORMANCE					
a. LOCATION See Continuation			b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT					
Acquisition (Small Business Set-Aside)					
10. THIS CONTRACT WILL REQUIRE ACCESS TO:				11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
	YES	NO		YES	NO
a. Communications Security (COMSEC) Information	X		a. Have Access To Classified Information Only At Another Contractor's Facility Or A Government Activity		X
b. Restricted Data (RD)	X		b. Receive Classified Documents Only		X
c. Critical Nuclear Weapon Design Information (CNWDI)	X		c. Receive And Generate Classified Material	X	
d. Formerly Restricted Data (FRD)	X		d. Fabricate, Modify, Or Store Classified Hardware		X
e. Intelligence Information:			e. Perform, Services Only		X
(1) Sensitive Compartmented Information (SCI)	X		f. Have Access To United States (US) Classified Information Outside The US, Puerto Rico, US Possessions And Trust Territories	X	
(2) Non-SCI	X		g. Be Authorized To Use The Services Of Defense Technical Information Center (DTIC) Or Other Secondary Distribution Center	X	
f. Special Access Information		X	h. Require a COMSEC Account	X	
g. North Atlantic Treaty Organization (NATO) INFORMATION	X		i. Have TEMPEST Requirements		X
h. Foreign Government Information	X		j. Have Operations Security (OPSEC) Requirements	X	
i. Limited Dissemination Information		X	k. Be Authorized To Use The Defense Courier Service (DCS)	X	
j. For Official Use Only (FOUO) Information (Includes Term Controlled Unclassified Information (CUI))	X		l. Other (Specify 1. Restrict access to Contractor's Unclassified Local Area	X	
k. Other (Specify)		X			

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the NISPOM or unless it has been approved for public release by appropriate US Government authority. Proposed public release shall be submitted for approval prior to release.

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Direct

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Through (Specify):

Missile Defense Agency/Public Affairs (MDA/PA)

7100 Defense Pentagon

Washington, DC 20301-7100

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.

*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

Forward a copy of any DSS letter that informs of any serious deficiency to MDA/DXSS within 48 hours of receipt.

Any incident of possible compromise will be reported to MDA/DXSS within 24 hours.

Reference Item 8.a. (continued) Performance Location may include one or more of the following: (The Cognizant Security Office in all cases is MDA/DXSS)

Missile Defense Agency, 7100 Defense Pentagon, Washington, DC 20301-7100

Missile Defense Agency, Ft. Belvoir, VA 22060

Missile Defense Agency, Bldg 5222, Martin Road, Redstone Arsenal, AL 35898

Missile Defense Agency, Operations Support Group, 386 10th St., Vandenberg AFB, CA 93437

Missile Defense Agency, 106 Wynn Drive, Room 1A2800, Huntsville, AL 35807

Missile Defense Agency, Bldg 7649, Redstone Arsenal, AL 35898

Missile Defense Agency, Bldg 663, 1st St., Ft Greely, AK 99731

Missile Defense Integration and Operations Center, 720 Irwin Ave, Schriever AFB, Colorado Springs, CO 80912

Airborne Laser, 3300 Target Road, Building 760, Kirtland AFB, NM 87117-6612

Space Tracking and Surveillance System, 483 N. Aviation Blvd, Bldg 271, El Segundo, CA 90245-2808

Alaska Command, 10490 Mundy Avenue, Elmendorf AFB, AK 99506

Missile Defense Agency, Bldgs 4505 and 7649, Redstone Arsenal, AL 35898

Missile Defense Agency/Aegis BMD, 17211 Avenue D (Bldg 1705) Dahlgren, VA 22448

See Continuation Page

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to NISPOM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

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Yes

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No

See Items 10.j, 11.j, and 11.l.

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas of elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

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Yes

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No

MDA/DXSS reserves the right to conduct compliance inspections for protection of For Official Use Only/Controlled Unclassified Information. See Block 13, Reference Items 10.e (1), 10.j, and 11.l.

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL (APPROVAL OFFICIAL)

(b)(6)

b. TITLE

Director, Security and Program Protection

c. TELEPHONE (Include Area Code)

(b)(6)

d. ADDRESS (Include Zip Code)

Missile Defense Agency (MDA/DXSS)

7100 Defense Pentagon

Washington, DC 20301-7100

e. SIGNATURE

(b)(6)

17. REQUIRED DISTRIBUTION

☒

a. CONTRACTOR

☐

b. SUBCONTRACTOR

☒

c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR

☐

d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION

☒

e. ADMINISTRATIVE CONTRACTING OFFICER

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f. OTHERS AS NECESSARY : MDA/DXSS

JUN 30 2010

SECURITY GUIDANCE (BLOCK 13) CONTINUATION:

Reference Item 10.a and 11.h: Contractor shall comply with the requirements of DoD 5220.22-M and National Security Agency/Central Security Service (NSA/CSS) Policy Manual Number (No.) 3-16, Control of COMSEC Material, dated 5 August 2005.

Reference Items 10.b, c, & d: NISPOM, Chapter 9, Sections 1 & 2, requirements apply. The Department of Energy requires that if a contractor's access to RD/CNWDI/FRD data is for the additional purpose of reviewing, analyzing, and creating new RD/CNWDI/FRD products or material, then they must complete relevant training. As a minimum training requirement, MDA requires successful completion of the DOE Historical Records Restricted Data Reviewers Course. Additionally, personnel must be appointed in writing as a Classifier by an MDA RD/Alternate RD Official and have access to the Joint DOD/DOE Security Classification Guide CG-W-5. Processing or transmitting CNWDI is not authorized on a Local Area Network (LAN) without system being accredited for CNWDI by the Defense Security Service. **Flow this requirement to subcontractors when applicable.**

Reference Item 10.e (1): This contract requires access to SCI material. The contractor is not required to have an accredited SCIF but requires access to SCI at other locations. **Additionally, the FSO will ensure that when a contractor with access to SCI is due for a Periodic Reinvestigation (PR), the Periodic Reinvestigation request is identified to be conducted to meet SCI standards.** Written U.S. Government approval (the Special Security Branch) is required prior to imposing this requirement on a subcontractor. See attached SCI Supplement.

Reference Item 10.e (2): NISPOM requirements apply.

Reference Item 10.g: NISPOM requirements apply.

Reference Item 10.j: See For Official Use Only/Controlled Unclassified Information Supplement below. **This requirement will be imposed on all subcontracts.**

Reference Item 11.c: The following Security Classification Guides apply:

1. Ballistic Missile Defense System (BMDS) SCG, Current Version.
2. Other Security Classification Guides will be provided as required.

Reference Item 11.f:

1. Contractor is not authorized to establish a contractor facility Outside the United States, Puerto Rico, US Possessions and Trust Territories as part of this contract.
2. Travel to such areas needing access to classified information requires that the contractor's security clearance information be included as part of the Country Clearance.

Reference Item 11.g: Contractor is authorized to use the services of DTIC or other secondary distribution center. The contractor and/or subcontractor will prepare the DD Form 1540 and DD Form 2345, if required, and submit to the contracting office.

Reference Item 11.j: This contract requires the application of OPSEC in Compliance with MDA O-5205.02-INS (MDA OPSEC Instruction) to either specific instruction of the Contracting Officer/Contract Technical Monitor, "H" Clause, or Department of Defense (DD) Form 1423, Contract Data Requirements List, DD Form 1664, Data Item Description.

1. The contractor supporting event-oriented activities will develop OPSEC Plans/Annexes when directed by the supported program, or comply with the program's OPSEC Plan/Annex.

2. Contractor personnel assigned will receive OPSEC Awareness Education and Duty-Related Training as deemed necessary by the Government or program supported. OPSEC Awareness Education and Training will be provided by or coordinated through government channels (for example, MDA, Interagency OPSEC Support Staff (IOSS), etc.) and OPSEC protective measures (countermeasures) will be applied as directed by government or program sponsors.

Reference Item 11.k: The Contractor is authorized to use the Defense Courier Service. Request services from the Commander, DCS, ATTN: Operations Division, Fort George G. Meade, MD 29755-5370.

Reference Item 11.l:

1. Contractor's Unclassified LAN

a. The contractor shall submit to, and obtain approval of the Program supported for its procedures for protecting FOUO/CUI from unauthorized access from both internal and external sources prior to placing FOUO/CUI on the contractor's unclassified LAN. Use Office of Management and Budget (OMB) Circular A-130, Revised, Management of Federal Information Resources, November 30, 2000 and DoD Directive 8100.2, "Use of Commercial Wireless Devices, Services, and Technologies in the Department of Defense (DoD) Global Information Grid (GIG)," April 14, 2004 as guidance documents.

b. LAN access to Controlled Unclassified Information, which includes FOUO/CUI (access qualifies as an Automated Data Processing/Information Technology (ADP/IT)-III Position requirement), must be limited to U.S. Persons (**precludes access by individuals claiming dual citizenship without MDA/DXSS permission**) that have a minimum interim SECRET level clearance; or have been the subject of a favorably completed National Agency Check (NAC) or a more stringent personnel security investigation (access pending completion of NAC and final clearance determination is subject to approval by MDA/DXSS); or contractor equivalent.

(1) Contractor Equivalent: Contractor equivalent includes various background checks such as those performed by employers during hiring process. Minimum checks shall include Citizenship, Personal Identification (Social Security Number), Criminal, and Credit. **This option is subject to MDA/DXSS approval.**

(2) ADP/IT-III Requirement: ADP/IT-III positions are located at the contractor's facility. Only electronic SF-85Ps can now be submitted. The contractor shall contact (b)(6) MDA/DXSS(Z) (b)(6) providing information requested by him. (b)(6) will electronically notify the individual when they may enter e-QIP through the OPM portal. The individual will then enter information to complete the SF 85P, Questionnaire for positions of Public Trust, electronically. It will be necessary to mail 2 DD Forms 258 (Fingerprint Cards), through the CLIN Contracting Officer's Technical Representative, to: MDA/DXSS; Special Security, 7100 Defense Pentagon, Washington, D.C. 20301-7100.

c. See the "For Official Use Only/Controlled Unclassified Information Supplement" below for additional guidance on handling that information.

2. Publicly Accessible Internet Websites:

Contractors and subcontractor must receive written official public release approval for MDA/BMDS information from MD/PA before that information is uploaded onto any respective computer system that provides public access via an Internet website.

Reference Item 12:

1. Proposed public disclosure of unclassified information relating to work under this contract shall be coordinated through the Organizational OPSEC Coordinator, to the MDA CLIN COTR/Task Manager for submission to MDA Public Affairs (MDA/PA) for public release processing. ONLY information that has been favorably reviewed and authorized by the MDA Public Affairs Directorate (MDA/PA) may be disclosed. Information developed after initial approval for public release must be submitted for review and processing.
2. Contemplated visits by public media representatives in reference to this contract shall receive prior approval from the MDA CLIN COTR and from MDA/PA.
3. Critical technology subject to the provisions of DoD Directives 5230.24, "Distribution Statements on Technical Documents," and 5230.25, "Withholding of Unclassified Technical Data from Public Disclosure," shall be reviewed in accordance with established directives.
4. A request from a foreign government, or representative thereof, including foreign contractors, for classified and/or unclassified information in reference to this contract shall be forwarded to the MDA Security and Program Protection Division (MDA/DXSS) for review and appropriate action.

MDA SCI Supplement (Item 10.e (1)) for DD Form 254:

This supplement applies to Prime Contract Number: HQ0147-10-D-0036

Delivery/Task Order Number **Task Order** _____. Expiration date: _____. (Do not include option years until option is exercised.)

A. The following controls will apply to SCI provided under this contract:

1. DoD 5105.21-M-1, "Sensitive Compartmented Information Administrative manual," DCIDs 6/1, "Security Policy for SCI," 6/4, "Personnel Security Standards and Procedures Governing Eligibility for access to SCI," and 6/9, "Physical Security for SCIFs," DoD Regulation 5200.1-R, "Information Security Program Regulation," and MDA SCI Handbook provide the necessary guidance for physical, personnel, and information security measures, to include proper marking requirements, and is part of the SCI security specifications for the contract. NOTE: CSSO/FSO are required to process all SCI administration requirements for all MDA SCI contract efforts per the MDA SCI Handbook. The Handbook can be obtained by contacting MDA/DXSS(Z).

2. Inquiries pertaining to classification guidance will be directed to the responsible MDA contracting officer's technical representative (COTR). The name/phone number for the MDA CLIN COTR is:

(b)(6)

(Additionally, identify the Company Security POC (FSO/CSSO) & phone number and email address at the contractor's/subcontractor's location): _____.

3. All SCI furnished to the contractor in support of this contract/delivery/task order remains the property of the Department of Defense, or the agency or command that releases it. Upon completion of the contract, SCI furnished to the prime contractor will be returned to MDA or destroyed as directed by the MDA CLIN COTR. NOTE: Prime contractor and subcontractor company security officers who destroy derivative or MDA generated SCI material will be required to provide a copy of the destruction certificate to the MDA CLIN COTR.

4. The contract/delivery/task order requires the following SCI access(es): (CLIN COTR is required to mark with an "X" the SCI accesses needed to effectively fulfill the SCI contractual obligation) **SI** X, **TK** X, **G** __, **HCS** __. Contact MDA SSCO for additional accesses. Access will be granted by the government agency. Upon completion or cancellation of the contract the MDA CLIN COTR will provide a by name list of all contractors required to be debriefed from SCI to the MDA SSCO before contract close-out. All debriefed contractors will be removed from MDA SCI billets immediately by the SSCO once they have been debriefed. This contract requires TBD SCI billets.

5. Contractor personnel requiring access to SCI and justification for MDA SCI billets will be initiated by the company's security officer with validation by the CLIN COTR per the guidelines in the MDA SCI Administration Handbook enclosure found below. Company security officers are required to obtain a copy of the MDA SCI Handbook by contacting the MDA/DXSS(Z). NOTE: CSSO/FSO should only submit contractors employees who have a completed in scope (within the last 5 years) Single Scope Background Investigation (SSBI) for SCI access.

6. The CSSO/FSO shall advise the MDA SSCO, through the contracting officer's representative, upon reassignment of personnel to other duties not associated with this contract. NOTE: Individual contractors who no longer support a MDA SCI contract will be subject to a debrief from SCI access immediately. Company security officers are required to coordinate with the MDA SSCO to get their individual contractors debriefed.

7. The CSSO must coordinate with the MDA CLIN COTR prior to subcontracting any portion of the SCI efforts involved in their MDA SCI prime contract. A separate DD Form 254, utilizing this SCI Supplement, for the subcontractor will be processed and a copy provided to MDA SSCO and DIA SSO. NOTE: The SSCO will not provide any SCI administration support to prime contractors or subcontractors who do not have a signed active DD 254 for an MDA SCI contract.

8. The contractor shall not use references to SCI accesses, even by unclassified acronyms, in advertising, promotional efforts, or recruitment of employees.

9. All SCI work will be performed in a DIA accredited MDA SCIF unless otherwise authorized. Is there a SCIF required for this contract? _____ Yes or X No (CLIN COTR required to mark and "X" in the appropriate space).

10. AIS SCI Processing. Electronic processing of SCI requires accreditation of the equipment in accordance with DCID 6/3 and DIAM 50-4.

11. Visit Cert. The contractor FSO/CSSO will submit the request for SCI visit certifications per guidelines of the MDA SCI Handbook through the CLIN COTR for approval of the visit. The certification request must arrive at MDA/DXSS(Z) at least five (5) working days prior to the visit.

12. The contractor will not reproduce any SCI related material without prior written permission of the CLIN COTR.

13. MDA has exclusive security oversight for all SCI released to the contractor or developed under this contract. Defense Intelligence Agency (DIA) is the cognizant security authority for all inspections of MDA sponsored contractor SCIF to ensure compliance with SCI Directives/Regulations. MDA/DXSS(Z) will conduct self-inspections of MDA-sponsored SCIFs.

B. The Missile Defense Agency is designated as the User Agency for SCI requirements.

Print name of MDA SSCO: (b)(6) _____
MDA SSCO Signature: _____ Date: _____

Phone: (b)(6) _____
Print name of CLIN COTR/Directorate designation: (b)(6) _____

CLIN COTR Signature: (b)(6) _____ Date: 6/25/10
Phone: (b)(6) _____

(To be used by MDA affiliated CSSO/FSO in submitting contractors for SCI access)
(Put the template below on company letterhead)

MEMORANDUM FOR DEFENSE INTELLIGENCE AGENCY

Date

THROUGH CHIEF, SPECIAL SECURITY, MDA

SUBJECT: MDA Contractor SCI Access Nomination Request

Request the below named individual be nominated for SCI access.

- a. Name:
- b. Aliases:
- c. SSN:
- d. DOB/POB:
- e. Current Investigation/Type/Date:
- f. Citizenship:
- g. Position Title:
- h. CLIN COTR's Name, Grade, Organization, and Telephone Number:
- i. MDA SCI Contract Number:
- j. Contract Services Start and Expiration Date:
- k. Location of Facilities Where Work is to be Performed:
- l. Access required: **(Fill in SCI compartments required, i.e. SI/TK, G, HCS)**
- m. Justification: **(Separate justification for each SCI compartment is required, why the job cannot be performed without access to SCI, and how the individual will use the information. This is mandatory)**

SI / TK: G: (If required) If you are requesting (HCS) access, you will have to complete a separate memo (same format) to request HCS access with a strong justification. The justification must indicate/certify a definite work-related Need-to-Know. (SEE ATTACHED MEMO)

Signature Block for MDA CLIN COTR

CSSO/FSO Signature Block

(Both Prime and Sub CSSO/FSO must sign if the individual supports a subcontract)

NOTE: Submit this signed letter with a copy of the candidate's SF 86 with minimal pen and ink updates (initialed and dated), originally re-signed and re-dated within 60 days, a copy of the contract's DD Form 254 (both sub and prime as applicable), and Appendix 4, Attachment 12 for candidates with foreign national immediate family members (Mother, Father, Brother, Sister, Spouse, Children, Mother In-Law, Father In-Law) as a part of the complete SCI Access/Billet (Nomination) Request package to MDA/DOSS(Z).

FOR OFFICIAL USE ONLY/CONTROLLED UNCLASSIFIED INFORMATION SUPPLEMENT

1. Definitions.

a. Controlled Unclassified Information (CUI). Unclassified information which requires access and distribution limitations prior to appropriate coordination and an official determination by cognizant authority approving clearance of the information for release to one or more foreign governments or international organizations, or for official public release. Per DoD 5200.1-R it includes the following types of information: "For Official Use Only" (FOUO) in accordance with DoD 5400.7-R; "Sensitive But Unclassified" (State Department information); "DEA Sensitive Information" (Drug Enforcement Agency information); "DoD Unclassified Controlled Nuclear Information"; "Sensitive Information" as defined in the Computer Security Act of 1987; and information contained in technical documents (i.e., Technical Data) as discussed in DoD 5230.24, 5230.25, International Traffic in Arms Regulation (ITAR), and the Export Administration Regulations (EAR).

b. Dual Citizenship. A dual citizen is a citizen of two nations. For the purposes of this document, an individual must have taken an action to obtain or retain dual citizenship. Citizenship gained as a result of birth to non-U.S. parents or by birth in a foreign country to U.S. parents thus entitling the individual to become a citizen of another nation does not meet the criteria of this document unless the individual has taken action to claim and to retain such citizenship.

c. For Official Use Only (FOUO). FOUO is information that may be withheld from public disclosure under one or more of the 9 exemptions of the Freedom of Information Act (FOIA) (See DOD 5400.7-R). FOUO is not a form of classification to protect U.S. national security interests.

d. National of the United States. Title 8, U.S.C. Section 1101(a)(22), defines a National of the United States as:

(1) A citizen of the United States, or,

(2) A person who, though not a citizen of the United States, owes permanent allegiance to the United States.

NOTE: 8 U.S.C. Section 1401, paragraphs (a) through (g), lists categories of persons born in and outside the United States or its possessions that may qualify as Nationals and Citizens of the United States. This subsection should be consulted when doubt exists as to whether or not a person can qualify as a National of the United States.

e. Personal Information. Information about an individual that is intimate or private to the individual, as distinguished from information related to the individual's official functions or public life.

g. Privacy Act. The Privacy Act of 1974, as amended, 5 U.S.C. Section 552a.

f. U.S. Person. Any form of business enterprise or entity organized, chartered, or incorporated under the laws of the United States or its possessions and trust territories and any person who is a citizen or national (see National of the United States) of the United States, or permanent resident of the United States under the Immigration and Nationality Act.

2. General.

a. The FOIA requires U.S. Government offices to disclose to any requestor information resident in U.S. Government files unless the information falls under one of 9 exemption categories. CUI and other information may fall in this category. Such information may be marked as "For Official Use Only."

b. FOUO/CUI in the hands of contractors may not be released to the public by the contractor unless (a) the Contracting Officer's Technical Representative (COTR) concurs and (b) written approval has been provided by MDA/Public Affairs (PA). Note: MDA/PA coordinates public release requests with MDA Security and Program Protection (DXSS).

c. Access.

(1) Access to FOUO/CUI must be limited to U.S. Persons (**precludes access by individuals claiming dual citizenship without MDA/DXSS permission**) unless the access is authorized by MDA/DXSS or, in the case of technical data as defined by the ITAR, the access is covered by a Technical Assistance Agreement or other form of duly licensed export. This requirement does not apply to use of commercial off the shelf (COTS) equipment and services that do not have export limitations.

(2) Non-Sensitive Positions (ADP/IT-III positions). Non-sensitive positions associated with FOUO/CUI are found at contractor facilities processing such information on their (contractor's) unclassified computer systems. Personnel nominated to occupy ADP/IT-III designated positions (applies to any individual that may have access to MDA FOUO/CUI on the contractor's computer system) must have at least a National Agency Check (NAC) or contractor equivalent (company hiring practices reviewed and approved by MDA/DXSS). When "contractor equivalent" option is NOT authorized and there is no record of a valid investigation, the contractor shall contact (b)(6) MDA/DXSS(Z) (b)(6) providing information requested by him. (b)(6) will electronically notify the individual when they may enter e-QIP through the OPM portal. The individual will then enter information to complete the SF 85P, Questionnaire for Positions of Public Trust, electronically. It will be necessary to mail 2 DD Forms 258 (Fingerprint Cards), through the Contracting Officer's Representative, to: MDA/DXSS; Special Security, 7100 Defense Pentagon, Washington, D.C. 20301-7100.

d. Impact of 9/11/01. Listings and locations of critical infrastructure, lists of individuals, information on security systems, and other information that may allow terrorists to target a facility have taken on greater significance. This type information is now protected as FOUO or, in many cases, is being classified.

3. Identification Markings.

Within the Department of Defense CUI shall be marked as FOR OFFICIAL USE ONLY or with a DISTRIBUTION STATEMENT, to include the appropriate WARNING for ITAR or the EAR.

a. An unclassified document that qualifies for FOUO marking, when marked, shall be marked "For Official Use Only" at the bottom of the page on the outside of the front cover (if any), on the first page, on each page containing FOUO information, on the back page and on the outside of the back cover (if any), centered at the bottom of the page. For convenience, all pages, even those that do not contain FOUO information, may be marked "For Official Use Only" in documents generated by an automated system.

b. Individual pages within a classified document that contain both FOUO and classified information shall be marked at the top and bottom with the highest security classification of information appearing on the page. Individual pages containing FOUO information but no classified information shall be marked "For Official Use Only" at the top and bottom of the page (unless all pages are being marked with the highest overall security classification level).

c. All declassified MDA information is "unclassified official government information" and requires official MDA Security and Policy Review prior to official public release.

d. E-mails and other electronic files shall be marked in the same fashion as described for documents above, to the maximum extent possible.

4. Handling.

a. During any temporary sojourn of U.S. Government Unclassified information outside of the contractor controlled work space (residence, telework facility, hotel), the material must be stored in a locked room, drawer, filing cabinet, briefcase, or other storage device, so that access to the material by unauthorized individuals (i.e., family members, hotel staff, etc.) is prevented whenever untended by the contract employee.

(1) Long term task driven deadlines (in excess of five days) or the need to be able to perform official work while in an extended travel status on contract-driven business, require extended access to MDA Unclassified information outside of "official" work spaces. When that happens, employees may request written approval from their supervisors to possess, work on, and store MDA Unclassified information in non-contractor facilities for a period of not more than thirty calendar days.

(2) Requests for extended possession, use, and storage of U.S. Government Unclassified information outside of "official" work spaces (periods in excess of 30 days) shall take the form of a Memorandum For Record (MFR) prepared by the employee which specifies the body of information to be removed by listing the: title or subject matter; Program, Project, or Task being supported; general volume and format of the information concerned; and projected date of return. Additionally, the MFR shall contain a signature block for the supervisor to sign and date when approval is granted.

(3) The availability of supervisory copies of MFRs as described in this section may be an inspection item during Security Program Reviews conducted by the MDA/DXSS staff.

(4) The affected employee shall keep the originally signed MFR in validation of authorization granted for the agreed term of use. The supervisor shall maintain a copy of the MFR with employee records for the same term.

(5) Requested extensions of supervisory authorization for employee possession, use, and storage of MDA Unclassified information outside of "official" work spaces may be granted in incremental blocks of 30 days each so long as the work-related requirement continues.

(6) All affected employees authorized to possess, use, and store U.S. Government Unclassified information outside of "official" work spaces must return all U.S. Government Unclassified information to contractor control upon "task" completion. When such a return has been completed, the supervisor shall annotate the date that all items were returned. The supervisor's copy shall be retained for a period of time, not to exceed one year.

b. The above excludes unclassified information of an administrative nature including necessary personnel recall rosters and official telephone lists which are needed by supervisors and employees to assure the physical security, safety, health, and general psychological well-being of the contractor work force.

5. Transmission/Dissemination/Reproduction.

a. Subject to compliance with official distribution statements, FOUO markings (e.g., Export Control, Proprietary Data) and/or Non-Disclosure Agreements which may apply to individual items in question; authorized contractors, consultants and grantees may transmit/disseminate FOUO/CUI information to each other, other DoD contractors and DoD officials who have a legitimate need to know in connection with any DoD authorized contract, solicitation, program or activity. The government Procuring Contracting Officer (PCO) will confirm with the Contracting Officer's Representative or Task Order

Monitor "legitimate need to know" when required. The MDA Chief Information Officer (CIO) has determined that encryption of external data transmissions of FOUO/CUI are now practical. The CIO has stated that Public Key Infrastructure (PKI) and Public Key (PK) enabling technologies are available and cost effective. The following general guidelines apply:

(1) In accordance with DoD 5200.1-R, Appendix III, external electronic data transmissions of CUI/FOUO shall be only over secure communications means approved for transmission of such information whenever practical. Encryption of e-mail to satisfy this requirement shall be in accordance with MDA Directive 8190.01, Electronic Collaboration with Commercial, Educational, and Industrial Partners, May 12, 2009, being accomplished by use of DoD approved Public Key Infrastructure Certification available from: <http://iase.disa.mil/pki/eca/certificate.html> or by the company's participation in the "Federal Bridge. The MDA Information Management & Technical Operations Directorate 9MDA/DXC) PKI Common Access Card (CAC) point of Contact is, (b)(6)

(b)(6)

(2) In accordance with DoD 5200.1-R, Appendix III, external electronic transmissions of FOUO/CUI via voice, facsimile, or video teleconference shall be only over secure communications means approved for transmission of information wherever practical. Transmitting FOUO/CUI via these means, without encryption requires prior written authorization by MDA/DXC - Chief Information Officer (CIO).

b. Failure of the contractor to encrypt FOUO/CUI introduces significant risks to the BMDS mission. It is essential for the contractor to understand the risks and mitigation options that are available. The contractor must understand that failure to encrypt FOUO/CUI carries with it certain risks to the mission. These risks can be mitigated with the thoughtful application of processes, procedures, and technology.

(1) Risks Include:

- Undermining our OPSEC efforts at a time that we begin to focus on implementing missile defense plans in Europe.
- The aggregation of FOUO/CUI can communicate events and plans that may be classified (i.e., "classification by compilation").
- Not properly encrypting contributes to a lax security environment.

(2) Some of the available mitigation tools include:

- Approved DOD PKI/CAC hardware token certificates or DOD trusted software certificates for encrypting data in transport
- Industry best practice of Virtual Private Network (VPN) Internet Protocol Security (IPSEC) for intra-organization transport
- Industry best practice of Secure Sockets Layer Portal Web Services for document sharing and storage
- Approved DOD standard solutions for encrypting data at rest
- Approved DOD E-Collaboration services via MDA Portal or Defense Information Systems Agency (DISA) Network Centric Enterprise Services (NCES)
- Any FIPS 140-2 validated encryption [e.g., IPSEC, Secure Socket Layer/Transport Layer Security (SSL/TLS), Secure/Multipurpose Internet Mail Extensions (S/MIME)]
- Procure and employ Secure Telephone Unit/Secure Telephone Equipment (STU/STE)
- Procure and employ secure facsimile (FAX) capability
- Utilize secure VTC capabilities
- Hand-carry FOUO/CUI
- Utilize mailing through U.S. Postal Service
- Utilize overnight express mail services.

c. The MDA CIO has taken the position that encryption technologies are readily available, easy to obtain, inexpensive, and practical to implement. Therefore, if the contractor believes there are performance locations identified that cannot encrypt FOUO/CUI, the contractor will provide within 120 days of contract signing, a list of those locations along with explanation as to why encryption is not practical. This list will be provided to the Procuring Contracting Officer (PCO) and Contracting Officer's Representative for transmission to MDA/DXC (CIO) and MDA/DXSS. The MDA CIO will determine the acceptability of contractor submissions and will notify the PCO of any decisions regarding encryption.

d. FOUO/CUI shall be processed and stored internally on Automated Information Systems (AIS) or networks 1) when distribution is to an authorized recipient and 2) if the receiving system is protected by either physical isolation or a password protection system. Holders shall not use general, broadcast, or universal e-mail addresses to distribute FOUO/CUI. Discretionary access control measures may be used to preclude access to FOUO/CUI files by users who are authorized system users, but who are not authorized access to FOUO/CUI. External transmission of FOUO/CUI shall be secured using NIST-validated encryption.

e. The World Wide Web shall be equated with "Public Access." Information must be reviewed by MDA/PA and officially approved for public release before it is placed on publicly-accessible Web pages or electronic bulletin boards. Contractor personnel who maintain and post information on websites or web logs (BLOGS), and who provide OPSEC reviews of such, should receive OPSEC Awareness information that specifically addresses DoD guidance associated with these activities.

f. Do not mark shipping containers as containing CUI or FOUO.

g. Reproduction of FOUO/CUI may be accomplished on unclassified copiers within designated government or contractor reproduction areas.

6. Storage. During working hours, FOUO/CUI shall be stored in a manner that limits access by persons who do not have an official need for the information. During non-working hours and when internal building security is provided, FOUO/CUI may be filed with other unclassified records in unlocked files or desks. When there is no internal building security, locked buildings or rooms provide adequate after-hours protection, or the material can be stored in locked receptacles such as cabinets, desks, or bookcases.

7. Disposition.

a. When no longer needed, FOUO/CUI shall be disposed of in the same manner as classified waste, or in a manner that will preclude reconstruction. To use the "preclude reconstruction" option, the following minimum standard must be met:

- (1) Cross-cut shredder with a maximum width of 1/4" and a maximum length of 1.5", or
- (2) Strip shredder (or tearing/cutting) with a maximum width of 1/4".

b. Removal of the FOUO/CUI status can only be accomplished by the government originator. The MDA CLIN COTR shall review and/or coordinate with proper authority the removal of FOUO/CUI status for information in support of contract activity.

Submit by Email

Print Form

Reset Form

PLANNING, PROGRAMMING, BUDGETING, AND EXECUTION SYSTEM (PPBES) NON-DISCLOSURE AGREEMENT

MDA-related PPBS data: Current or future Planning, Budgeting, and Execution System (PPBES) data regarding any activity relating to the MDA Program or any of its projects regardless of the funding source or date of the document. Planning data defines the national military strategy; integrates the military forces necessary to accomplish the mission; and provides decision options. Programming data reflects the systematic analysis of missions and objectives to be achieved, alternative methods, and effective allocation of limited resources. Budgeting data are detailed financial estimates of the MDA Program or any of its related projects.

CERTIFICATION

The undersigned understands, acknowledges, and agrees:

- a. To read and comply with the applicable provision of the "Contractor Access to Planning, Programming, Budgeting and Execution System (PPBES) Data" clause of the contract indicated below.
- b. That any MDA-related PPBES information entrusted to you ONLY shall be used in accordance with applicable DoD and MDA governing regulations, for the purpose for which it is provided, and within the contract Statement of Work/task order(s) under which you are employed.
- c. Not to divulge MDA-related PPBES data (obtained directly or indirectly in the performance of the contract indicated below unless directed by the Contracting Officer) to any individual, except Government personnel whom you know to have a need-to-know and non-Government persons whom you know to have MDA authorization. Even though data becomes part of the public domain, you are bound by the provisions of this agreement not to confirm or deny questions regarding MDA-related PPBES data. Inquiries by unauthorized persons should be referred to the contracting Officer's Representative or the Contracting Officer. (Verification of companies authorized to maintain MDA-related PPBES data and individuals who have signed agreements can be obtained from the *MDA Contracting Officer or the Deputy Director, Business Operations, MDA.)
- d. Not to transport (by any medium), process, or maintain MDA-related PPBES material outside a Government facility unless the removal or preparation of such data at the facility is accomplished in accordance with a company's plan approved by the MDA. (A plan is not required for personnel who have a fully executed agreement to transport, process or maintain such data at a Government or an MDA-approved Contractor facility.)
- e. Not to accept any portion of any document which is described on the reverse side of this agreement, unless the portion of the document contains ONLY MDA-related PPBES data.
- f. To notify the *MDA Contracting Officer or Deputy Director, Business Operations, MDA promptly if any non-Government person(s) or company(s) requests access to MDA-related PPBES data.

* Contracts awarded or managed by MDA.

Violation of this agreement may result in adverse contractual actions and/or criminal prosecution.

Individual Requiring Access to PPBES Data (Signature)	Prime Contractor Name
Date Signed	Prime Contractor Name Number(s)
Individual Requiring Access Name (Last, First, MI)	Contract Period of Performance Dates (To - From)
Employer Name	Primary Task Order, if Applicable

Briefly Describe the Activities that Require Access to MDA-related PPBES Data

AUTHORIZATION

COR/Government Employee Sponsor	Deputy Director, Business Operations, MDA	
Signature	PPBES Access <input type="checkbox"/> Approved <input type="checkbox"/> Denied	
Date Signed	Signature	Date Signed
Last Name	Last Name	

PLANNING, PROGRAMMING, BUDGETING, AND EXECUTION SYSTEM (PPBES) NON-DISCLOSURE AGREEMENT

Non-government personnel may be given access to MDA-related PPBES data derived or extracted from the following documents; however, the document in their entirety may not be released to any non-government personnel, unless the document contains ONLY MDA-related PPBES data and the individual has received from the MDA.

PLANNING

Defense Planning Guidance

PROGRAMMING

Fiscal Guidance (When separate from Defense Planning Guidance)

Program Objective Memorandum (POM)

POM Defense Program (formerly FYDP) documents, all Appropriations

Program Review Proposals

Issue Papers (e.g., Major Issue Papers, Tier II Issue Papers, Cover Briefs)

Proposed Military Department Program Reductions (or Program Offsets)

Tentative Issue Decision Memoranda

Program Decision Memoranda (PDM)

BUDGETING

Defense Program (formerly FYDP) documents of budget estimate submission

Program and Budget Reviews

President's Budget

RDT&E (R-1), Procurement (P-1), and Construction (C-1) Program Annexes

Program Budget Decisions (PBD)/Defense Management Review Decision

Reports Generated by any of the automated systems from the Offices of the Undersecretary of Defense

DD Form 1414 Base for Reprogramming

DD Form 1416 Report of Programs

Contract Award Reports

Congressional Data Sheets

Congressional Descriptive Summary

Source: DoD Directive 7045.14

ATTACHMENT 05 TO
CONTRACT HQ0147-10-D-0036MISSILE DEFENSE AGENCY
STATEMENT OF POLICY REGARDING
ORGANIZATIONAL CONFLICTS OF INTEREST (OCIs)
8 Jun 09

The Missile Defense Agency's (MDA) policy on OCIs is based upon and guided by the principles contained in Subpart 9.5 of the Federal Acquisition Regulation (FAR), and the decisions of the Government Accountability Office (GAO) and federal courts. This statement of policy replaces the previous statement of policy published on 30 January 2009.

The Agency prefers all offerors competing for the Missile Defense Agency Engineering and Support Services (MiDAESS) effort to have no OCIs. While mitigation plans will be considered in some limited circumstances, they create considerable work for the Agency and each offeror to ensure that OCIs are adequately mitigated at the time of contract award and at the time of the award of each task order. Consequently, the contracting community is encouraged to avoid OCI issues prior to submitting proposals or teaming in connection with the MiDAESS effort.

As industry is well aware, the GAO has identified three general categories of OCI: (1) unequal access to information, (2) biased ground rules, and (3) impaired objectivity.

For purposes of the MiDAESS competition, the Agency is primarily concerned with impaired objectivity OCIs. Impaired objectivity OCIs occur when a contractor's judgment and objectivity in performing contract requirements may be impaired because the substance of the contractor's performance has the potential to affect other interests of the contractor. Those interests include the performance on MDA funded or other government contracts of its corporate affiliates, contracting partners, or competitors.

As the MiDAESS contractors will provide oversight and advice regarding the performance of our development contractors, impaired objectivity OCIs will be nearly impossible to mitigate.

In one-on-one discussions with industry, two misconceptions have arisen that need to be dispelled.

A key misconception is that impaired objectivity OCIs can be adequately mitigated through firewalls and separate corporate divisions. The GAO and court decisions clearly state these measures do not resolve impaired objectivity OCIs. An impaired objectivity OCI is not mitigated when a contractor performs a development effort and a firewalled affiliate or separate organizational component evaluates the development effort.

A second misconception is that all OCIs can simply be resolved through the submission of a mitigation plan. Mitigation plans cannot be accepted unless all OCIs are resolved to the satisfaction of the contracting officer. As discussed above, a mitigation plan which includes firewalls and separate corporate divisions or organizational structures will not resolve impaired objectivity OCIs.

For purposes of the MiDAESS competition, therefore, MDA does not intend to award any contracts in the Quality, Safety and Mission Assurance (QSMA) capability group to any contractors or subcontractors which participate in the development of the Ballistic Missile Defense System (BMDS).

With respect to the Acquisition Support and Engineering Support capability groups, MDA does not intend to make awards in these areas to our development contractors or their affiliates.

The Agency prefers that subcontractors either support our development contractors or the prime contractors in the Acquisition Support and Engineering Support capability groups. While a subcontractor supporting the Agency's BMDS development may be able to participate as a subcontractor in these capability groups, its prime MiDAESS contractor will be required to submit a detailed mitigation plan that addresses and resolves all OCI issues to the satisfaction of the contracting officer and ensures that the subcontractor will not provide advice and evaluations with respect to its development work or work performed by its development prime contractor.

MDA does not intend to grant waivers of bias-type OCIs (*i.e.*, biased ground rules and impaired objectivity) as part of the MiDAESS procurement process, but reserves the right to do so in very limited instances and when in the government's best interest. The agency may, however, consider temporary OCI waivers on a case-by-case basis for no more than three months to permit contractors to divest themselves of existing contracts or business units after contract award. Longer waivers may be authorized under special circumstances.

We appreciate the significant support that many companies provide to the Agency and the time and resources required to team and prepare proposals. We therefore urge individual contractors and contractor teams to contact the MiDAESS contracting officer prior to issuance of the draft and final RFPs to discuss potential OCIs, and to obtain an informal written assessment of whether their OCI mitigation efforts will be adequate.

The informal assessment will not be binding upon the Agency, as these meetings and discussions will in all likelihood not be comprehensive and address all issues. However, this process should provide industry with an initial assessment to better inform industry teams of the Agency's probable response to its OCI mitigation efforts. This process is not without precedent to MDA. The Agency has in the past advised some

offerors that should they be awarded an effort, they will have to choose between accepting the new award or continuing to perform other efforts in support of the Agency.

The Agency will discuss its OCI policy during industry days and one-on-one discussions. Attachment A to this policy lists some examples of OCIs that MDA would like to prevent. Attachment B provides a list of relevant GAO decisions on OCI issues.

We welcome feedback from industry on this policy. Submit questions, comments and recommended revisions via email to MiDAESS@mda.mil.

ATTACHMENT A

Examples of OCIs That MDA Wants To Prevent Under Its Acquisitions

1. Company A agrees to provide advisory and assistance services to the Quality, Safety and Mission Assurance (QSMA) capability group as a prime contractor. Company A should not be allowed to support the prime contractors or any of the subcontractors developing the BMDS. To maintain independence with respect to quality issues and the review of test results, Company A will not be allowed to be a prime contractor for the Engineering capability group, but may be a subcontractor. However, with approved OCI mitigation plans where necessary, Company A could be allowed to support other MiDAESS capability groups as a prime contractor or subcontractor. Similarly, with approved OCI mitigation plans where necessary, contractors that perform work as MiDAESS primes to other capability groups could be allowed to perform work for the QSMA capability group as subcontractors.
2. Company A agrees to provide advisory and assistance services to the Acquisition Support or Engineering Support capability groups. Company A should not be allowed to support the prime contractors or any of the subcontractors developing the BMDS. However, with approved OCI mitigation plans, Company A could be allowed to support other MiDAESS capability groups as a prime contractor or subcontractor.
3. Company A agrees to provide advisory and assistance services to the Security and Intelligence Support capability group. With approved OCI mitigation plans where necessary, Company A could be allowed to support the prime contractors or any of the subcontractors developing the BMDS, except for information assurance services. The Information Assurance area will be subject to more restrictions and may prevent the advisory and assistance services contractor from supporting other functional areas or development efforts.
4. Company A agrees to provide advisory and assistance services to the GMD Program Office. Company A should not be allowed to support the prime contractors or any of the subcontractors developing the GMD system.
5. Company A agrees to provide advisory and assistance services to the Test Directorate. Company A should not be allowed to support the prime contractors or any of the subcontractors developing any element of the BMDS.
6. Company A provides advisory and assistance services as a subcontractor to Company B, a prime BMDS development contractor. Company A cannot provide advisory and assistance services in the Acquisition Support or Engineering Support Areas as a prime contractor. However, Company A may provide such services as a subcontractor, provided its prime MiDAESS contractor has an approved mitigation plan which resolves

OCIs and proposes to use other subcontractors to evaluate work performed by Company B and its subcontractors.

ATTACHMENT B

*Selected GAO Cases Regarding
Organizational Conflicts of Interest (OCI)*

1. What constitutes impaired objectivity?

a. An impaired objectivity OCI is created whenever a contractor's judgment and objectivity in performing contract requirements may be impaired due to the fact that the substance of the contractor's performance has the potential to affect other interests of the contractor. Overlook Systems Technologies, Inc., B-208099.4, November 28, 2006.

b. An impaired objectivity OCI typically occurs where a firm is evaluating its own (or a related firm's) activities, because the objectivity necessary to impartially evaluate performance may be impaired by the firm's interest in the entity being evaluated. Johnson Controls World Services, Inc., B-286714.2, Feb 13, 2001.

2. Results of impaired objectivity protests:

a. Protest that awardee has impaired objectivity type of organizational conflict of interest is sustained where record shows that, under the terms of another contract, proposed subcontractor will be making recommendations that could benefit the awardee, and the proposed subcontractor could be called upon to evaluate the performance of the awardee team. Johnson Controls World Services, Inc., B-286714.2, Feb 13, 2001.

b. Where offeror will be required to review and provide input on designs proposed by itself under separate contract with same agency, agency unreasonably failed to determine the extent of offeror's OCI and unreasonably concluded that offeror's mitigation plan was acceptable, where it did not avoid, mitigate, or neutralize the OCI and instead relied on agency's existing process that made government responsible for final decisions. Nortel Government Solutions, Inc., B- 299522.5, December 30, 2008.

c. Protest is sustained where record does not support the agency's conclusion that awardee's conflicts of interest will be minimal, with limited impact on quality of contract performance, where awardee, a manufacturer of spectrum-dependent products, will perform analysis and evaluation and exercise subjective judgment regarding formulation of policies and regulations that may affect the sale or use of spectrum-dependent products manufactured by the awardee or the awardees' competitors, and those deployed by the awardee's customers. Alion Science & Tech Corp., B-297342, Jan 9, 2006.

d. Protest that awardee's proposed subcontractor has an impermissible "impaired objectivity" organizational conflict of interest by virtue of another contract with the agency, is denied where record fails to show that firm will be in a position to evaluate the

performance or activities of the prime contractor as part of its responsibilities under that other contract. TDS, Inc., B-292674, November 12, 2003.

3. *Protests involving corporate divisions and firewalls:*

a. An OCI is created by the relationship between firms and its parent and other sister corporations. Protester was potentially unable to render impartial assistance or advice to the government due to its relationship with other sister corporations holding other contracts with the agency. ICF Inc., B-241372, Feb 6, 1991.

b. [W]hile walling off employees using a firewall arrangement (sometimes referred to as a “Chinese wall” arrangement) may resolve other types of conflicts of interest (such as those involving unfair access to information), it does not resolve an OCI involving potentially impaired objectivity. Overlook Systems Technologies, Inc., B-208099.4, November 28, 2006.

c. [W]hile a firewall arrangement may resolve an unfair access to information OCI, it is virtually irrelevant to an OCI involving potentially impaired objectivity. Aetna Government Health Plans, Inc.; Foundation Health Federal Services, Inc., B-254397.15, July 27, 1995.

d. [T]he firewall does not avoid, mitigate, or neutralize the impaired objectivity OCI resulting from [the contractor’s] performance of dual roles reviewing and providing input of its own designs. Nortel Government Solutions, Inc., B- 299522.5, December 30, 2008.

Missile Defense Agency Engineering Support Services (MiDAESS)
Acronym List

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Acronym	Title
A&AS	Advisory and Assistance Services
ACA	Associate Contractor Agreement
ACEIT	Automated Cost Estimating Integrated Tool
ACO	Administrative Contracting Officer
ADDIE	Analysis, Design, Development, Implementation, and Evaluation
AEP	Analysis and Evaluation Plan
AoA	Analysis of Alternatives
ASB	Acquisition Strategy Board
ASP	Acquisition Strategy Panel
ASR	Accountable System of Record
AST	Acquisition Strategy Team
AT	Anti-Terrorism
AT/FP	Anti-Terrorism/Force Protection
BAR	BMDS Accountability Report
BC/FC	Beam Control/Fire Control
BCP	Budget Change Proposal
BCR	Baseline Change Request
BES	Budget Estimate Submission
BET	Best Estimate of Trajectory
BLADE	BMDS Lab for Analysis and Data Evaluation
BMD	Ballistic Missile Defense
BMDR	Ballistic Missile Defense Review
BMDS	Ballistic Missile Defense System
BMP	BMDS Master Plan
BOCA	BMDS Operation Capability Assessment Team
BOE	Basis of Estimate
BRAC	Base Realignment and Closure
BRR	BMDS Readiness Review
C&A	Certification and Accreditation
C-1	Construction
C2	Command and Control
C2BMC	Command, Control, Battle Management Communications
C3BM	Command, Control and Communication Battle Management
CAF-A	Collaborative Analysis Facility - Applied Physics Laboratory
CAFMS	Computer Aided Facility Management System
CAGE	Commercial and Government Entity
CAIG	Cost Analysis Improvement Group
CAP	Capability Assessment Plan
CARD	Cost Analysis Requirements Description
CARS	Congressional Activity Report Synopsis
CAS	Cost Accounting Standards
CASB	Cost Accounting Standards Board
CCaR	Comprehensive Cost and Requirements
CCR	Central Contractor Registration
CD	Compact Disk
CDRL	Contract Data Requirements List
CE	Contribution Effectiveness
CERT	Computer Emergency Response Team
CFIUS	Committee on Foreign Investments in the United States
CFO	Chief Financial Officer
CI	Counterintelligence

CIO	Chief Information Officer
CIP	Construction in Progress
CIS	Comptroller Information System
CISSP	Certified Information Systems Security Professional
CJCSI	Chairman of The Joint Chiefs of Staff Instruction
CJCSM	Chairman of The Joint Chiefs of Staff Manual
CLIN	Contract Line Item Number
CLO	Counter Low Observable
CM	Configuration Management
CM/CCM	Countermeasures/Counter-Countermeasures
CND	Computer Network Defense
CO	Contracting Officer
COA	Courses of Action
COCOM	Combatant Command or Commander
COI	Critical Operational Issue
COMSEC	Communications Security
CONOPS	Concept of Operations
CONUS	Contiguous United States
COOP	Continuity of Operations
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial Off The Shelf
CP	Control Plan
CPARS	Contractor Performance Assessment Reporting System
CPI	Critical Program Information
CPI	Continuous Process Improvement
CPIC	Capital Planning and Investment Control
CPR	Contractor Performance Report
CTF	Combined Test Force
CTOs	Communication Tasking Orders
CTTO	Concurrent Test, Training, and Operations
CVS	Contractor Verification System
DA	Director for Acquisition Management (office symbol)
DAA	Direct Access Archive
DCAA	Defense Contract Audit Agency
DCID	Director of Central Intelligence Directives
DCII	Defense Central Index of Investigations Index
DCIP	Defense Critical Infrastructure Program
DCMA	Defense Contract Management Agency
DD	Deputy Director (office symbol)
DE	Engineering Directorate (office symbol)
DEA	Independent Assessment (office symbol)
DE/B	BMDS Architect (office symbol)
DE/C	MDA Chief Engineer (office symbol)
DED	System Design and Specification (office symbol)
DE/E	MDA Systems Engineer (office symbol)
DEV	Test Integration and Verification (office symbol)
DFAS	Defense Finance and Accounting Service
DHP	Data Handling Plan
DHS	Department of Homeland Security
DIACAP	DoD Information Assurance Certification and Accreditation Process
DID	Data Item Description

DITPR	DoD Information Technology Portfolio Repository
DMETS	Distributed Multi-Echelon Training System
DOB	Directorate of Business and Financial Management (office symbol)
DoD	Department of Defense
DoDD	Department of Defense Directive
DoDI	Department of Defense Instruction
DODSSP	Department of Defense Single Stock Point
DOH	Human Resources (office symbol)
DOI	Infrastructure and Environment (office symbol)
DOT&E	Director, Operational Testing & Evaluation
DPAS	Defense Priority and Allocations Systems
DPW	BMDS Worldwide Deployment (office symbol)
DS	Executive and Administrative Support (office symbol)
DTS	Defense Travel System
DTSA	Defense Technology Security Administration
DUNS	Data Universal Numbering System
DV	Advanced Technology Directorate
DV	Departure Vacancy Filling Performance
DWO	Warfighter Support Center (office symbol)
DX	Executive Director (office symbol)
EAR	Export Administration Regulations
ECP	Engineering Change Proposal
EDA	Electronic Document Access
EMB	Executive Management Board
EMDR	Executive Mission Data Review
EMS	Environmental Management System
EN	Evaluation Notice
EO	Executive Order
e-Qip	Electronic Questionnaire for Investigation Processing
EQLB	Executive Quick Look Brief
ESG	Executive Steering Group
ESL	External Sensors Lab
ESOH	Environmental Safety and Occupational Health
eSRS	Electronic Subcontracting Reporting System
EVM	Earned Value Management
EVMS	Earned Value Management System
F&O	Full and Open
FACA	Federal Advisory Committee Act
FAR	Federal Acquisition Regulation
FAS	Facility Acquisition and Sustainment
FAWO	Field Activity Warehouse Operations
FBLR	Fully Burdened Labor Rate
FCB	Financial Control Board
FCCOM	Facilities Capital Cost of Money
FCD1	Federal Continuity Directive 1
FCD2	Federal Continuity Directive 2
FFP	Firm Fixed Price
FI	Functional Integrator
FINSA	Foreign Investment and National Security Act of 2007
FISMA	Federal Information Security Management Act
FM	Functional Manager
FMS	Foreign Military Sales

FOCI	Foreign Ownership, Control or Influence
FOIA	Freedom of Information Act
FORDTIS	Foreign Disclosure and Technical Information System
FOUO	For Official Use Only
FP	Force Protected
FPC	Federal Preparedness Circular
FPR	Final Proposal Revisions
FR	Fundamental Research
FYDP	Future Year Defense Program
GAO	Government Accountability Office
GFE	Government Furnished Equipment
GIG	Global Information Grid
Gr	Grammar (QASP)
GSA	General Services Administration
HAZCOM	Hazardous Communications
HAZMAT	Hazardous Material
HBCU	Historically Black College and University
HDTV	High-definition television
HR	Human Resources
HSPD	Homeland Security Presidential Directive
I	Intelligence
I&E	Installation and Environment
IA	Information Assurance
IAM	Information Assurance Manager
IAO	Information Assurance Officer
IAVA	Information Assurance Vulnerability Alert
IAVM	Information Assurance Vulnerability Message
IAW	In Accordance With
IBR	Integrated Baseline Review
IC	Intelligence Community
ICD	Interface Control Document
ICP	Internal Control Program
IDIQ	Indefinite Delivery Indefinite Quantity
IDMP	Integrated Data Management Plan
IED	Interface Expectations Document
IG	Inspector General
IM	Information Management
IMD	Integrated Missile Defense
IMS	Integrated Master Schedule
IMTP	Integrated Master Test Plan
IPTs	Integrated Product Teams
ISC	Integration Synchronization Center
ISD	Instructional System Development
ISG	Integration Synchronization Group
ISOO	Information Security Oversight Office
IT	Information Technology
ITAR	International Traffic in Arms Regulation
ITIL	Information Technology Infrastructure Library
ITWG	Integrated Training Working Group
JAFAN	Joint Air Force and Navy
JAT	Joint Analysis Team
J-BTEC	Joint BMDS Training and Education Center

Missile Defense Agency Engineering Support Services (MiDAESS)
Acronym List

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ATTACHMENT 06 TO
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JDAC	Joint Data Analysis Center
JFCC	Joint Functional Component Command
JPAS	Joint Personnel Adjudication System
JPG	Joint Programming Guidance
JKKDC	Joint Knowledge Development and Distribution Capability
JRMET	Joint Reliability Maintainability Engineering Team
JTR	Joint Travel Regulation
JWICS	Joint Worldwide Intelligence Communication System
KV	Kill Vehicle
LAN	Local Area Network
LASH	Lighter Aboard Ship
LCDR	Labor Competency Levels, Descriptions and Rates
LO	Low Observable
M&S	Modeling and Simulation
MAC	Mission Analysis Conference
MAR	Missile Defense Agency Assurance Representative
MARS	Mission Analysis and Reporting Plan
MCSE	Microsoft Certified Systems Engineer
MDA	Missile Defense Agency
MDA/D	MDA Director (office symbol)
MDA/DE	Director for Engineering (office symbol)
MDA/DOC	Information and Technology Directorate (office symbol)
MDA/DT	Director for Test (office symbol)
MDA/DV	Director for Advanced Technology (office symbol)
MDA/PA	Director, Public Affairs (office symbol)
MDA/QS	Director, Quality Safety Mission Assurance (office symbol)
MDA/TC	Program Director, Targets and Countermeasures (office symbol)
MDAC	Missile Defense Advisory Committee
MDDC	Missile Defense Data Center
MDIOC	Missile Defense Integration and Operations Center
MDNT	Missile Defense National team
MDP	Missile Defense Plan
MDR	Mission Data Review
MDSET	Missile Defense System Engineering Team
MI	Minority Institution
MID	Management Initiative Directive
MiDAESS	Missile Defense Agency Engineering and Support Services
MILCON	Military Construction
MLA	Military Legislative Assistant
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
MPEG	Moving Picture Experts Group
MPR	Monthly Performance Report
MTCR	Missile Technology Control Regime
MTWG	MDA Training Working Group
MUA	Military Utility Assessment
NACLC	National Agency Check with Law and Credit
NAICS	North American Industrial Classification Code System
NATO	North Atlantic Treaty Organization
NCR	National Capital Region
NDA	Non Disclosure Agreement
NDP	National Defense Policy

NEPA	National Environmental Policy Act
NFPA	National Fire Protection Association
NIPRNET	Non-Secure Internet Protocol Router Network
NISPOM	National Industrial Security Program Operating Manual
NIST	National Institute of Standards and Technology
NORTHCOM	US North Command
NPR	Nuclear Posture Review
NSPS	National Security Personnel System
NSS	National Security Systems
NSTISSP	National Security Telecommunications and Information Systems Security Policy
O&M	Operation and Maintenance
O&S	Operations & Sustainment
OASD	Office of the Assistant Secretary of Defense
OCB	Operational Configuration Baseline
OCI	Organizational Conflict of Interest
OCONUS	Outside Contiguous United States
OCR	Offices of Co-responsibility
ODC	Other Direct Cost
OGAs	Other Government Agencies
OMB	Office of Management and Budget
ONIR	Overhead Non-Imaging Infrared
OPR	Office of Primary Responsibility
OPSEC	Operational Security
ORCA	Online Representations and Certification Application
OSD	Office of the Secretary of Defense
OSFA	Operations Support Functional Area
OSBP	Office of Small Business Programs
OSG	Operations Support Group
OSM	Office Security Manager
OTA	Operational Test Agency
OUSD(AT&L)	Office of the Undersecretary of Defense (Acquisition, Technology and Logistics)
P-1	Procurement
PA	Public Affairs (office symbol)
PB	President's Budget
PBR	Program Baseline Review or President's Budget Review
PCB	Program Change Board
PCI	Personal Conflict of Interest
PCO	Procuring Contracting Officer
PCP	Program Change Proposal
PD	Program Director
PER	Program Execution Review
PHS&T	Packaging, Handling, Shipping, and Transportation
PID	Procurement Initiation Document
PKI	Public Key Infrastructure
PM	Program Manager
PME	Professional Military Education
PMO	Program Management Office
PMP	Project Management Professional
POA&M	Program Objectives and Milestones
POAM	Plan of Action and Milestone
POC	Point of Contact
POM	Program Objective Memoranda or Memorandum

PPBE	Planning, Programming, Budgeting, and Execution
PPBES	Planning, Programming, Budgeting, and Execution System
PPBS	Planning, Programming and Budgeting System
PPI	Past Performance Information
PPQ	Past Performance Questionnaire
PR	Periodic Reinvestigation
PRAG	Performance Risk Assessment Group
PRIDE	Program Resource Internet Database Environment
PSP	Personnel Security Program
PTS	Personnel Tracking System
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
QDR	Quadrennial Defense Review
QLB	Quick Look Brief
QP	Quality Performance (QASP)
QRT	Quality Responsiveness and Timeliness (QASP)
QSMA	Quality, Safety, and Mission Assurance
R-1	RDT&E budget exhibit documents
RADS	Resource Allocation Decision System
RDT&E	Research, Development, Test & Evaluation
RFP	Request for Proposal
ROCCE	Rapid Online Content Creation Environment
RP	responsiveness Performance (QASP)
RTOP	Request for Task Order Proposal
Rw	Rework (QASP)
SAMP	Single Acquisition Management Plan
SAP	Special Access Program
SAPCO	Special Access Program Central Office
SAPF	Special Access Program Facilities
SAR	Selected Acquisition Report
SBIR	Small Business Innovation Research
SBSA	Small Business Set Aside
SBU	Small Business Utilization (QASP)
SCG	Security Classification Guide
SCI	Sensitive Compartmentalized Information
SCIF	Sensitive Compartmentalized Information Facility
SES	Senior Executive Service
SIPRNET	Secret Internet Protocol Router Network
SOC	Security Operations Center
SOG	Statement of Goals
SOH	Safety and Occupational Health
SOMARDS	Standard Operations and Maintenance Army Research and Development System
SOO	Statement of Objectives
SOP	Standard Operation Procedure
SOW	Statement of Work
SP	Staffing Plan
SPtT	Strategic Plan for Test
SPG	Strategic Planning Guidance
SSA	Source Selection Authority
SSBI	Single Scope Background Investigation
SSOI	Summary Statement of Intent
STO	Sample Task Order

STTR	Small Business Technology Transfer
T2	Technology Transfer
TA	Technology Assessment
TASO	Technical Area Security Officer
TBDD	Test Bed Description Document
TBSS	Test Bed System Specification
TC	Teamwork/Cooperation
TCWG	Test Configuration Working Group
TEC	Training and Education Center
THAAD	Terminal High Altitude Area Defense
TI	Task Instruction
TIM	Technical Interchange Meeting
TiP	Timeliness Performance (QASP)
TNA	Training Needs Assessment
TO	Task Order
Tp	Technical Performance
TPM	Technical Performance Measures
TS	Top Secret
TSCM	Technical Surveillance Countermeasures
TTP	Tactics, Techniques, and Procedures
UEWR	Upgraded Early Warning Radar
UMDF	Unified Missile Defense Function
USACE	U.S. Army Core of Engineers
USSAN	US Security Authority for NATO Affairs
VAM	Vehicle Acquisition and Management
VIPC	Visual Information Production Center
VTC	Video Telecom
VV&A	Verification, Validation, and Accreditation
WBS	Work Breakdown Structure
WDOS	World Wide Deployment and Operations Support
WGs	Working Groups
WIP	Warfighter Involvement Process
WOS	Warfighting Operations Support
WSC	Warfighter Support Center

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