

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 40	
2. CONTRACT NO. HQ0006-01-A-0016		3. AWARD/EFFECTIVE DATE 01-Mar-2003		4. ORDER NUMBER 000425		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100  TEL: (703) 695-9119 FAX: (703) 697-7907		CODE		HQ0006		10. THIS ACQUISITION IS	
						<input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)	
						11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO		CODE		16. ADMINISTERED BY		CODE	
SEE SCHEDULE				SEE ITEM 9			
17a. CONTRACTOR/OFFEROR		CODE		52939		18a. PAYMENT WILL BE MADE BY	
COMPUTER SCIENCES CORPORATION PAUL T. PHEENY FEDERAL SECTOR - DEFENSE GP 3160 FAIRVIEW PARK DRIVE FALLS CHURCH VA 22042  TEL. (703) 247-4235		FACILITY CODE				DFAS - INDIANAPOLIS CENTER ATTN: VENDOR PAY DEPARTMENT 3800 8899 EAST 56TH STREET INDIANAPOLIS IN 46249-3800	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED		<input checked="" type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT \$49,232,511.02	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
				<i>Grover J. McVey</i>		28-Mar-2003	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
				GROVER J. MCVEY / CONTRACTING OFFICER TEL: 703-882-6209 EMAIL: Grover.McVey@mda.mil			
32a. QUANTITY IN COLUMN 21 HAS BEEN				33. SHIP NUMBER		34. VOUCHER NUMBER	
<input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT		37. CHECK NUMBER	
				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Support Services FFP Services in support of the MDA/PI Integrated SETA in accordance with the Statement of Objectives (SOO) (Attachment 1). The contractor shall provide its best efforts in accomplishing all objectives in Attachment 1 with the equivalent of (b)(4) man-years (MY) of effort for March and April 2003, (b)(4) man-years (MY) of effort for May through October 2003, and (b)(4) man-years (MY) of effort for November 2003 through February 2004 and as accepted under the staffing plan (incorporated as Attachment 4) and CONOPS plan (incorporated as Attachment 7). Please note: Monthly billing for March and April 2003 is (b)(4) Monthly billing for May 2003 through October 2003 is (b)(4) Monthly billing for November 2003 through February 2004 is (b)(4)	(b)(4)	Months	(b)(4)	\$10,646,187.96
FOB: Destination PURCHASE REQUEST NUMBER: 33269/33244/33240					

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NET AMT	\$10,646,187.96
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	ACRN AA - Incremental Funding for 0001 FFP FOB: Destination PURCHASE REQUEST NUMBER: 33269/33244/33240			\$0.00	

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NET AMT	\$0.00
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ACRN AA	\$5,302,024.00
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000002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102	ACRN AB - Incremental Funding for 0001 FFP FOB: Destination PURCHASE REQUEST NUMBER: 33269/33244/33240			\$0.00	
NET AMT					\$0.00
ACRN AB					\$93,962.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000103	ACRN AC - Incremental Funding for 0001 FFP FOB: Destination PURCHASE REQUEST NUMBER: 33269/33244/33240			\$0.00	
NET AMT					\$0.00
ACRN AC					\$2,018,108.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000104	ACRN AD - Incremental Funding for 0001 FFP FOB: Destination				
NET AMT					\$0.00
ACRN AD					\$3,232,093.96

000003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Other Direct Costs COST To support MDA/IP in accordance with the SOO (Attachment 1) FOB: Destination PURCHASE REQUEST NUMBER: 33269/33244/33240	1	Cost		
				ESTIMATED COST	\$500,000.00
	ACRN AA				\$159,674.01

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	CDRLs FFP Provide data and reports for CLIN 0001 in accordance with the CDRL, DD Form 1423-1. CLIN 0003 is Not Separately Priced with CLIN 0001. FOB: Destination PURCHASE REQUEST NUMBER: 33269/33244/33240	1	Cost		NSP

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NET AMT

000004



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	SETA Support FFP Services in support of the MDA/PI Integrated SETA in accordance with the Statement of Objectives (SOO) (Attachment 1). The contractor shall provide its best efforts in accomplishing all objectives in Attachment 1 with the equivalent of (b) man-years (MY) of effort and services on a monthly basis for a period of 7 months as accepted under the staffing plan and CONOPS plan. FOB: Destination	(b)	Months	(b)(4)	\$235,496.03
NET AMT					\$235,496.03
ACRN AA					\$100,926.87
ACRN AD					\$134,569.16

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	SETA Support T&M Services in support of MDA/PI in accordance with the Statement of Objectives to provide support on an hourly basis as required by the Government. See the Rate Table (Attachment 4a) for the actual billing rate effective July 15, 2003. FOB: Destination	(b)	Cost	(b)(4)	\$1,500,000.00 NTE
TOT ESTIMATED PRICE					\$1,500,000.00 NTE
CEILING PRICE					
ACRN AA					\$155,073.12
ACRN AC					\$294,235.00
ACRN AD					\$370,654.19
ACRN AE					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Support Services FFP Services in support of the MDA/PI Integrated SETA in accordance with the Statement of Objectives (SOO) (Attachment 1). The contractor shall provide its best efforts in accomplishing all objectives in Attachment 1 with the equivalent of (b)(4) man-years (MY) of effort and services on a monthly basis for a period of 1 month as accepted under the staffing plan (incorporated as Attachment 4) and CONOPS plan (incorporated as Attachment 7). FOB: Destination	(b)(4)	Manmonth	(b)(4)	\$811,735.60
NET AMT					\$811,735.60
ACRN AD					\$99,485.01
ACRN AF					\$670,000.00
ACRN AG					\$42,250.59

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101 EXERCISED OPTION	Support Services-Option 1 FFP Services in support of the MDA/PI Integrated SETA in accordance with the Statement of Objectives (SOO) (Attachment 1). The contractor shall provide its best efforts in accomplishing all objectives in Attachment 1 with the equivalent of 52 man-years (MY) of effort and services on a monthly basis for a period of 12 months as accepted under the staffing plan (incorporated as Attachment 4) and CONOPS plan (incorporated as Attachment 7). FOB: Destination PURCHASE REQUEST NUMBER: 33269/33244/33240	(b)(4)	Manmonth	(b)(4)	\$8,929,091.60
NET AMT					\$8,929,091.60

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010101	ACRN AF - Incremental Funding for 0101 FFP FOB: Destination				
				NET AMT	\$0.00
	ACRN AF				\$5,374,777.34

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010102	ACRN AH - Incremental Funding for 0101 FFP FOB: Destination				
				NET AMT	\$0.00
	ACRN AH				\$125,622.89

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010103	ACRN AJ - Incremental Funding for 0101 FFP FOB: Destination				
				NET AMT	\$0.00
	ACRN AJ				\$132,048.00

000007

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010104	ACRN AL - Incremental Funding for 0101 FFP FOB: Destination				
				NET AMT	\$0.00
	ACRN AL				\$3,296,643.37

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102	Other Direct Costs-Option 1	1	Cost		
EXERCISED OPTION	COST To support MDA/IP in accordance with the SOO (Attachment 1) FOB: Destination PURCHASE REQUEST NUMBER: 33269/33244/33240				
				ESTIMATED COST	\$500,000.00
	ACRN AG				\$150,000.00
	ACRN AL				\$30,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103	CDRLs-Option 1	1	Cost		
EXERCISED OPTION	FFP Provide data and reports for CLIN 0001 in accordance with the CDRL, DD Form 1423-1. CLIN 0103 is Not Separately Priced with CLIN 0101. FOB: Destination PURCHASE REQUEST NUMBER: 33269/33244/33240				
				NET AMT	

000008



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0104		(b)(4)	Manmonth	(b)(4)	\$443,203.50
EXERCISED OPTION	Support Services-Option 1 FFP Services in support of the MDA/PI Integrated SETA in accordance with the Statement of Objectives (SOO) (Attachment 1). The contractor shall provide its best efforts in accomplishing all objectives in Attachment 1 with the equivalent of (b) man-years (MY) of effort and services on a monthly basis for a period of 10 months as accepted under the staffing plan (incorporated as Attachment 4) and CONOPS plan (incorporated as Attachment 7). FOB: Destination PURCHASE REQUEST NUMBER: 39652 AMEND 5				
NET AMT					\$443,203.50
ACRN AF					\$265,922.10
ACRN AL					\$166,201.32

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0105		(b)(4)	Cost	(b)(4)	\$1,000,000.00 NTE
EXERCISED OPTION	SETA Support T&M Services in support of MDA/PI in accordance with the Statement of Objectives to provide support on an hourly basis as required by the Government. See the Rate Table (Attachment 4a) for the actual billing rate. FOB: Destination				
TOT ESTIMATED PRICE					\$1,000,000.00 NTE
CEILING PRICE					
ACRN AD					\$105,922.70
ACRN AE					\$24,591.24
ACRN AF					\$300,128.35
ACRN AG					\$38,749.41
ACRN AK					\$30,000.00
ACRN AL					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0106		(b)(4)	Manmonth	(b)(4)	\$81,002.05
EXERCISED OPTION	Support Services - Option 1 FFP				
	Cost estimating support to KI. The contractor shall provide its best efforts in accomplishing all objectives with the equivalent of (b)(4) man-year (MY) of effort and services on a monthly basis for a period of (b)(4) months as accepted under the staffing plan (incorporated as Attachment 4) and CONOPS plan (incorporated as Attachment 7).				
	FOB: Destination				
				NET AMT	\$81,002.05
	ACRN AL				\$81,002.05

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0107		(b)(4)	Hours	(b)(4)	\$5,310.00
EXERCISED OPTION	Special Access Program Technical Support T&M				
	Services in support of MDA/DN in accordance with the Statement of Work (Attachment 1a) to provide support on an hourly basis as required by the Government				
	FOB: Destination				
				TOT ESTIMATED PRICE	\$5,310.00
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010701	Incremental funding T&M Incremental funding for CLIN 0107 FOB: Destination PURCHASE REQUEST NUMBER: PFR 57656, BASIC		Hours		
				TOT ESTIMATED PRICE	\$0.00
				CEILING PRICE	
	ACRN AM				\$2,655.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201		(b)(4)	Manmonth	(b)(4)	\$10,937,684.76
EXERCISED OPTION	Support Services-Option 2 FFP Services in support of the MDA/PI Integrated SETA in accordance with the Statement of Objectives (SOO) (Attachment 1). The contractor shall provide its best efforts in accomplishing all objectives in Attachment 1 on a monthly basis for a period of 12 months as accepted under the staffing plan (incorporated as Attachment 4) and CONOPS plan (incorporated as Attachment 7).  For the period 3/1/05 - 12/20/05 the Contractor shall provide the equivalent of (b)(4) man-years (MY) of effort and services. During this period the Contractor shall invoice (b)(4) manmonths at the average manmonth price of (b)(4) for a total price of (b)(4).  For the period 12/21/05 - 2/28/06 the Contractor shall provide the equivalent of (b)(4) man-years (MY) of effort and services. During this period the Contractor shall invoice (b)(4) manmonths at the average manmonth price of (b)(4) for a total price of (b)(4). FOB: Destination				

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NET AMT \$10,937,684.76

000011

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020101	Incremental funding FFP Incremental funding for CLIN 0201 FOB: Destination PURCHASE REQUEST NUMBER: 45732 AMEND 3		Manmonth	\$0.00	

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NET AMT	\$0.00
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ACRN AL	\$7,242,131.20
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020102	Incremental funding FFP Incremental funding for CLIN 0201 FOB: Destination				

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NET AMT	\$0.00
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ACRN AQ	\$430,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020103	Incremental funding FFP Incremental funding for CLIN 0201 FOB: Destination				

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NET AMT	\$0.00
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ACRN AR	\$0.00
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000012



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020104	Incremental funding for CLIN 0201 FFP FOB: Destination				
					<hr/>
				NET AMT	\$0.00
	ACRN AS				\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020105	Incremental funding for CLIN 0201 FFP FOB: Destination				
					<hr/>
				NET AMT	\$0.00
	ACRN AT				\$3,191,065.60

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020106	Incremental funding for CLIN 0201 FFP FOB: Destination PURCHASE REQUEST NUMBER: DM9DJG50587BASIC				
				NET AMT	\$0.00
	ACRN BB CIN: DM9DJG50587BASIC0001				\$74,487.96

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202 EXERCISED OPTION	Other Direct Costs-Option 2 COST To support MDA/PI in accordance with the SOO (Attachment 1) FOB: Destination	1	Cost		
				ESTIMATED COST	\$500,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020201	Incremental funding COST Incremental funding for CLIN 0202 FOB: Destination PURCHASE REQUEST NUMBER: PFR 45732, AMEND 3		Cost		
				ESTIMATED COST	\$0.00
	ACRN AL				\$150,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020202	Incremental funding for CLIN 0202 COST FOB: Destination				
				ESTIMATED COST	\$0.00
	ACRN AU				\$100,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0203 EXERCISED OPTION	CDRLs-Option 2 FFP Provide data and reports for CLIN 0001 in accordance with the CDRL, DD Form 1423-1. CLIN 0203 is Not Separately Priced with CLIN 0201. FOB: Destination	1	Cost		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0204 EXERCISED OPTION	RESERVED FFP FOB: Destination			\$0.00	\$0.00

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NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0205		(b)(4)	Dollars, U.S.	(b)(4)	\$665,498.00 NTE

EXERCISED  
OPTION

SETA Support  
T&M

Services in support of MDA/PI in accordance with the Statement of Objectives to provide support on an hourly basis as required by the Government. See the Rate Table (Attachment 4a) for the actual billing rate.

FOB: Destination

TOT ESTIMATED PRICE  
CEILING PRICE

\$665,498.00 NTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020501					

Incremental funding

T&M

Incremental funding for CLIN 0205

FOB: Destination

PURCHASE REQUEST NUMBER: PFR 45732, AMEND 3

TOT ESTIMATED PRICE  
CEILING PRICE

\$0.00

ACRN AL

\$325,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020502					

Incremental funding for CLIN 0205

T&M

MIPR DWAM50232 from WHS

FOB: Destination

TOT ESTIMATED PRICE  
CEILING PRICE

\$0.00

ACRN AN

\$50,000.00



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020503	Incremental funding for CLIN 0205 T&M MIPR NNH05AA90I from NASA FOB: Destination				
				TOT ESTIMATED PRICE	\$0.00
				CEILING PRICE	
	ACRN AP				\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020504	Incremental funding for CLIN 0205 T&M FOB: Destination				
				TOT ESTIMATED PRICE	\$0.00
				CEILING PRICE	
	ACRN AV				\$150,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020505	Incremental funding for CLIN 0205 T&M **Contractor shall invoice all work performed for NASA during the period 1 Mar 05 - 28 Feb 06 against the funds obligated on this SubCLIN.** FOB: Destination PURCHASE REQUEST NUMBER: DMXDJG50304, BASIC			\$0.00 (EST.)	\$ (EST.)
				TOT ESTIMATED PRICE	
				CEILING PRICE	
	ACRN AW				\$100,000.00

000017

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020506	Incremental funding for CLIN 0205 T&M FOB: Destination PURCHASE REQUEST NUMBER: DM9DJG50588BASIC				
				TOT ESTIMATED PRICE	\$0.00
				CEILING PRICE	
	ACRN BC CIN: DM9DJG50588BASIC0001				\$40,498.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0206	(b)(4)	(b)(4)	Hours	(b)(4)	\$47,790.00 NTE
EXERCISED OPTION	Special Access Program Technical Support T&M Services in support of MDA/DN in accordance with the Statement of Work (Attachment 1a) to provide support on an hourly basis as required by the Government FOB: Destination				
				TOT ESTIMATED PRICE	\$47,790.00 NTE
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020601	Incremental funding T&M Incremental funding for CLIN 0206 FOB: Destination PURCHASE REQUEST NUMBER: PFR 57656, BASIC		Hours		
				TOT ESTIMATED PRICE	\$0.00
				CEILING PRICE	
	ACRN AM				\$10,974.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301		(b)(4)	Manmonth	(b)(4)	\$11,379,511.52
EXERCISED OPTION	Support Services-Option 3 FFP				

Services in support of the MDA/PI Integrated SETA in accordance with the Statement of Objectives (SOO) (Attachment 1). The contractor shall provide its best efforts in accomplishing all objectives in Attachment 1 on a monthly basis for a period of 12 months as accepted under the staffing plan (incorporated as Attachment 4) and CONOPS plan (incorporated as Attachment 7).

For the period 3/1/06 - 3/31/06 the Contractor shall provide the equivalent of (b)(4) man-years (MY) of effort and services. During this period the Contractor shall invoice (b)(4) manmonths at the average manmonth price of (b)(4) for a total price of (b)(4)

For the period 4/1/06 - 4/30/06 the Contractor shall provide the equivalent of (b)(4) man-years (MY) of effort and services. During this period the Contractor shall invoice (b)(4) manmonths at the average manmonth price of (b)(4) for a total price of (b)(4)

For the period 5/1/06 - 2/28/07 the Contractor shall provide the equivalent of (b)(4) man-years (MY) of effort and services. During this period the Contractor shall invoice (b)(4) manmonths at the average manmonth price of (b)(4) for a total price of (b)(4)

FOB: Destination

PURCHASE REQUEST NUMBER: 33269/33244/33240

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NET AMT

\$11,379,511.52

000019

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
030101	Incremental funding for CLIN 0301 FFP FOB: Destination PURCHASE REQUEST NUMBER: DMXDJG61281, BASIC			(b)(4)	
NET AMT					\$0.00
ACRN AX					\$7,590,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302	Other Direct Costs-Option 3	1	Cost		
EXERCISED OPTION	COST To support MDA/IP in accordance with the SOO (Attachment 1) FOB: Destination PURCHASE REQUEST NUMBER: 33269/33244/33240				
ESTIMATED COST					\$400,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
030201	Incremental funding for CLIN 0302				
	COST FOB: Destination PURCHASE REQUEST NUMBER: DMXDJG61283, BASIC				
ESTIMATED COST					\$0.00
ACRN AY					\$218,934.40



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0303		1	Cost		NSP
EXERCISED OPTION	CDRLs-Option3 FFP Provide data and reports for CLIN 0001 in accordance with the CDRL, DD Form 1423-1. CLIN 0303 is Not Separately Priced with CLIN 0301. FOB: Destination PURCHASE REQUEST NUMBER: 33269/33244/33240				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0304				\$0.00	\$0.00
EXERCISED OPTION	RESERVED FFP FOB: Destination				

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0305		(b)(4)	Cost	(b)(4)	\$600,000.00
EXERCISED OPTION	SETA Support T&M Services in support of MDA/PI in accordance with the Statement of Objectives to provide support on an hourly basis as required by the Government. See the Rate Table (Attachment 4a) for the actual billing rate. FOB: Destination				

TOT ESTIMATED PRICE \$600,000.00  
CEILING PRICE

000021

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				\$0.00 (EST.)	\$ (EST.)
030501	Incremental funding for CLIN 0305				
	T&M				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: DMXDJG61284, BASIC				
				TOT ESTIMATED PRICE	
				CEILING PRICE	
	ACRN AZ				\$400,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
			Dollars, U.S.		
0306	Relocation				
	COST				
	Employee relocation costs as defined and limited by FAR 31.205-35				
	FOB: Destination				
				ESTIMATED COST	\$50,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
030601	Funding in support of CLIN 0306				
	COST				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: KI9TLF62872BASIC				
				ESTIMATED COST	\$0.00
	ACRN BA				\$50,000.00
	CIN: KI9TLF62872BASIC0001				

INSPECTION AND ACCEPTANCE TERMS

000022

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
000103	N/A	N/A	N/A	N/A
000104	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0101	N/A	N/A	N/A	Government
010101	N/A	N/A	N/A	Government
010102	N/A	N/A	N/A	Government
010103	N/A	N/A	N/A	Government
010104	N/A	N/A	N/A	Government
0102	N/A	N/A	N/A	Government
0103	N/A	N/A	N/A	Government
0104	N/A	N/A	N/A	Government
0105	N/A	N/A	N/A	Government
0106	Destination	Government	Destination	Government
0107	N/A	N/A	N/A	N/A
010701	N/A	N/A	N/A	Government
0201	N/A	N/A	N/A	Government
020101	N/A	N/A	N/A	Government
020102	N/A	N/A	N/A	Government
020103	N/A	N/A	N/A	Government
020104	N/A	N/A	N/A	Government
020105	N/A	N/A	N/A	Government
020106	N/A	N/A	N/A	Government
0202	N/A	N/A	N/A	Government
020201	N/A	N/A	N/A	Government
020202	N/A	N/A	N/A	Government
0203	N/A	N/A	N/A	Government
0204	N/A	N/A	N/A	Government
0205	N/A	N/A	N/A	Government
020501	N/A	N/A	N/A	Government
020502	N/A	N/A	N/A	Government
020503	N/A	N/A	N/A	Government
020504	N/A	N/A	N/A	Government
020505	N/A	N/A	N/A	N/A
020506	N/A	N/A	N/A	Government
0206	Destination	Government	Destination	Government
020601	N/A	N/A	N/A	Government
0301	N/A	N/A	N/A	Government
030101	N/A	N/A	N/A	Government
0302	N/A	N/A	N/A	Government
030201	N/A	N/A	N/A	N/A
0303	N/A	N/A	N/A	Government
0304	N/A	N/A	N/A	Government
0305	N/A	N/A	N/A	Government

030501	N/A	N/A	N/A	N/A
0306	N/A	N/A	N/A	Government
030601	N/A	N/A	N/A	Government

# DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
000103	N/A	N/A	N/A	N/A
000104	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	POP 01-AUG-2003 TO 28-FEB-2004	N/A	N/A FOB: Destination	
0005	POP 15-JUL-2003 TO 28-FEB-2004	N/A	N/A FOB: Destination	
0006	POP 01-MAR-2004 TO 31-MAR-2004	N/A	N/A FOB: Destination	
0101	POP 01-APR-2004 TO 28-FEB-2005	N/A	N/A FOB: Destination	
010101	N/A	N/A	N/A	N/A
010102	N/A	N/A	N/A	N/A
010103	N/A	N/A	N/A	N/A
010104	N/A	N/A	N/A	N/A
0102	POP 01-APR-2004 TO 28-FEB-2005	N/A	N/A FOB: Destination	
0103	POP 01-APR-2004 TO 28-FEB-2005	N/A	N/A FOB: Destination	

0104	POP 01-MAY-2004 TO 28-FEB-2005	N/A	MISSILE DEFENSE AGENCY (MDA) DAVID HELLER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 693-3008 FOB: Destination	HQ0006
0105	POP 01-APR-2004 TO 28-FEB-2005	N/A	N/A FOB: Destination	
0106	POP 12-OCT-2004 TO 28-FEB-2005	N/A	MISSILE DEFENSE AGENCY (MDA) DAVID HELLER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 693-3008 FOB: Destination	HQ0006
0107	POP 16-FEB-2005 TO 28-FEB-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
010701	N/A	N/A	N/A	N/A
0201	POP 01-MAR-2005 TO 28-FEB-2006	N/A	N/A FOB: Destination	
020101	N/A	N/A	N/A	N/A
020102	N/A	N/A	N/A	N/A
020103	N/A	N/A	N/A	N/A
020104	N/A	N/A	N/A	N/A
020105	N/A	N/A	N/A	N/A
020106	N/A	N/A	N/A	N/A
0202	POP 01-MAR-2005 TO 28-FEB-2006	N/A	N/A FOB: Destination	
020201	N/A	N/A	N/A	N/A
020202	N/A	N/A	N/A	N/A
0203	POP 01-MAR-2005 TO 28-FEB-2006	N/A	N/A FOB: Destination	
0204	N/A	N/A	N/A	N/A
0205	POP 01-MAR-2005 TO 28-FEB-2006	N/A	N/A FOB: Destination	
020501	N/A	N/A	N/A	N/A



020502	N/A	N/A	N/A	N/A
020503	N/A	N/A	N/A	N/A
020504	N/A	N/A	N/A	N/A
020505	N/A	N/A	N/A	N/A
020506	N/A	N/A	N/A	N/A
0206	POP 01-MAR-2005 TO 28-FEB-2006	N/A	MISSILE DEFENSE AGENCY (MDA) DAVID HELLER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 693-3008 FOB: Destination	HQ0006
020601	N/A	N/A	N/A	N/A
0301	POP 01-MAR-2006 TO 28-FEB-2007	N/A	N/A FOB: Destination	
030101	N/A	N/A	N/A	N/A
0302	POP 01-MAR-2006 TO 28-FEB-2007	N/A	N/A FOB: Destination	
030201	N/A	N/A	N/A	N/A
0303	POP 01-MAR-2006 TO 28-FEB-2007	N/A	N/A FOB: Destination	
0304	N/A	N/A	N/A	N/A
0305	POP 01-MAR-2006 TO 28-FEB-2007	N/A	N/A FOB: Destination	
030501	N/A	N/A	N/A	N/A
0306	N/A	N/A	N/A	N/A
030601	N/A	N/A	N/A	N/A

#### ACCOUNTING AND APPROPRIATION DATA

AA: 9730400.2520 50604861C 2523 012123 BMDO0134303240  
AMOUNT: (b)(4)

AB: 9730400.2520 40603882C 2523 012123 BMDO0134303244  
AMOUNT: (b)(4)



AC: 9730400.2520 40305880C 2523 012123 BMDO0134353269  
AMOUNT: (b)(4)

AD: 9740400.2520 40603882C 2523 012123 BMDO0137008318  
AMOUNT: (b)(4)

AE: 9730400.2520 40603880C 2525 012123 BMDO0137369150  
AMOUNT: (b)(4)

AF: 9740400.2520 40603890C 2523 012123 BMDO0137579652  
AMOUNT: (b)(4)

AG: 9740400.2520 40603884C 2523 012123 BMDO0137579650  
AMOUNT: (b)(4)

AH: 9730400.2520 40603882C 2523 012123 BMDO0145973607  
AMOUNT: (b)(4)

AJ: 9730400.2520 40603883C 2523 012123 BMDO0145973609  
AMOUNT: (b)(4)

AK: 97 40400.1120 P4421 0403 2524 S49447 DWAM40356  
AMOUNT: (b)(4)

AL: 9750400.2520 40603882C 2523 012123 BMDO0146995732  
AMOUNT: (b)(4)

AM: 9750400.2520 40603879C 2523 012123 BMDO0154327656  
AMOUNT: (b)(4)

AN: 9750400.1120 P5804 0403 2524 S49447 DWAM50232  
AMOUNT: (b)(4)

AP: 4200104954 - 6100.2538 2530 10 10-103-06-75 FC100104 10KA00 10-103-06 ESAX22005D  
AMOUNT: (b)(4)

AQ: 9740400.2520 40603884C 2523 012123 BMDO0155810889  
AMOUNT: (b)(4)

AR: 9760400.2520 BM 2520 60605503C00 2512 MD6060318C0191 620142 S12135  
AMOUNT: (b)(4)

AS: 9760400.2520 6 BM 2520 60605503C00 2512 S12135 MD6060318C0191 620142  
AMOUNT: (b)(4)

AT: 9760400.2520 6 BM 2520 40603892C00 2512 S12135 MD6060318C0691 620288  
AMOUNT: (b)(4)

AU: 9750400.2520 5 BM 2520 40603883C00 2512 S12135 MD5060318C0085 5I0108  
AMOUNT: (b)(4)

AV: 9750400.2520 5 BM 2520 40603883C00 2512 S12135 MD5060318C0086 5I0108  
AMOUNT: (b)(4)

AW: 9750400.2520 5 BM 2520 960000000000 2512 S12135 MD5EIMB05C0304 52001R  
AMOUNT: (b)(4)

AX: 9760400.2520 6 BM 2520 40603892C00 2512 S12135 MD6060318C1281 620288  
AMOUNT: (b)(4)

AY: 9760400.2520 6 BM 2520 40603892C00 2512 S12135 MD6060318C1283 620288  
AMOUNT: (b)(4)

AZ: 9760400.2520 6 BM 2520 40603892C00 2512 S12135 MD6060318C1284 620288  
AMOUNT: (b)(4)

BA: 9760400.2520 6 BM 2520 40603886C00 255Y S12135 MD6R11344C2872 620046  
AMOUNT: (b)(4)  
CIN KI9TLF62872BASIC0001: \$50,000.00

BB: 9750400.2520 5 BM 2520 40603882C00 2512 S12135 MD5060318C0587 510048  
AMOUNT: (b)(4)  
CIN DM9DJG50587BASIC0001: \$74,487.96

BC: 9750400.2520 5 BM 2520 40603882C00 2512 S12135 MD5060318C0588 510048  
AMOUNT: (b)(4)  
CIN DM9DJG50588BASIC0001: \$40,498.00

#### CLAUSES

##### CONTINUATION OF STANDARD FORM 1449 (SCHEDULE)

a. This is a Firm-Fixed Price order. The Firm-Fixed Price CLIN is CLIN 0001 (and respective CLINs for each option year). Other Direct Costs are addressed under CLIN 0002 (and respective CLINs for each option year). Deliverables are addressed under CLIN 0003 (and respective CLINs for each option year).

b. The contractor agrees to provide a firm fixed price for CLIN 0001 (and respective CLINs for each option year). The manmonth price extended for the actual number of manmouths provided on a monthly basis covers all services that are part of the contractor's project plan and applicable staffing plan. The price includes all related project management, supervision, administrative support, and operating supplies whether performed on-site in MDA facilities or in contractor facilities. Travel and reimbursable items addressed in paragraph c. below will not be included in CLIN 0001 (and respective CLINs for each option year (see clause #11. Stated prices for each of the last two option years may be adjusted subject to the terms of clause #11).

c. The parties mutually agree that Other Direct Costs (ODCs) under CLIN 0002 (and respective CLINs for each option year) will be billed at cost plus G&A without fee and in accordance with the GSA Schedule. The ODC CLINs are intended to cover pre-approved contractor travel, atypical time-critical supply or reproduction needs, and leased facilities when authorized in advance by the Contracting Officer.

d. The parties mutually agree that the Contractor will provide substantially the staffing as provided in the Schedule of Supplies and Services on a daily basis during the operation of the work-site. Staffing shall be provided consistent with the Staffing Plan (which delineates whether staff is on-site at MDA or off-site at the contractor's facility) agreed to by the parties as specified in Attachment 6, Labor Mix, Qualifications and Rates Matrix submitted as part of the Offer. While the Government expects minor month-to-month fluctuations may occur in the actual staffing provided, the Contractor will provide the effort and services such as to maintain a steady level-of-effort performance throughout the entire 12-month performance period. Minor variations in staffing and skill mix are mutually understood as appropriate outcome of the work environment. In the event that there is a change in staff locations (on-to off-, or off- to on-site), the contractor shall provide the MDA Contracting Officer a revised Attachment 6 along with the appropriate upward or downward adjustment in contract price resulting from the change in staff location. There are ten (10) Government observed holidays.

e. The period of performance of the base period is 12 months.

(1) This contract is renewable in three increments of 12 months each at the unilateral option of the Government. An option shall be exercised by issuance, within sixty (60) days prior to the end of the current contract period, of a unilateral modification for the subsequent option requirements. (Note that this order will contrain an Award Term provision IAW Clauses #10 and #11. The total duration of the order may extend to 10 years.)

(2) The Government has the unilateral right to exercise any option CLIN with man-month units of measurement at the man-years designated for said CLIN minus up to five (5) man-years (1 man-years = 12 man-months), so long as notice of any decrease is provided to the Contractor not later than sixty (60) days prior to the performance period start date of an option. For example, if the designated man-years are 63 ( $63 \times 12 = 756$  man-months) the Government may exercise the option for anywhere between 58 man-years ( $58 \times 12 = 696$  man-months) and 63 man-years. If the Option period begins on October 1<sup>st</sup>, notice of the Government's intent to exercise at a lesser quantity must be provided to the Contractor no later than August 1<sup>st</sup>.

(a) Any decrease is deemed a change under this contract in accordance with FAR 52.243-1 Changes – Fixed-Price, Alternate III or FAR 52.243-3 Changes – Time-and-Materials or Labor-Hours. Accordingly, immediately after the aforementioned notice the Contractor will meet with the Contracting Officer and Contracting Officer's Representative to jointly determine a revised staffing skill mix and a reprioritizing of the contract's mission, deliveries and product output based on any reduction in a CLIN's total man-years. The parties will subsequently negotiate an equitable adjustment (decrease) in contract value and CLIN price based on the man-years exercised and revised staffing skill mix.

(b) If agreement on an equitable adjustment to the contract is not reached within 30-days after the Option period starts (October 31<sup>st</sup> in the example above), or within any extension granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price, subject to Contractor appeal as provided in the "Disputes" clause. In any event, the Contractor shall proceed with performance of the contract, subject only to DFARS 252.232-7007, Limitation of Government Liability.

f. (1) The Government reserves the right to make a direct award to a Team Member, as authorized by the Team Lead in its proposal, if such an award is in the best interest of the Government. Team Leads authorizing direct award to small business Team Members must indicate in the Schedule the amount of the direct award under CLINs 0001, 0101, 0201, and 0301. The direct award amount shall conform with the Team Member's Price Format, Attachment 6. When the offered price of the Team Lead would increase as a result of the Government making direct award(s) to Team Members, offerors may state a higher price or price factor for each sub-CLIN item that will be applicable to that part of the offer, which remains to be awarded to the Team Lead.

(2) When an order is placed to a BPA Team Lead with Team Members under the same order, the Government will list the dollar value of the order being performed by each respective Team Member. The Government will use the Team Member's Price Format, Attachment 6, to derive this information. Team Members will be accountable for GSA fee based on the dollar value apportioned to each member unless otherwise provided in the Teaming Agreement.

g. Note that this order will contain an Award Term provision in accordance with clauses #9. and #10. The total duration of the order may extend to 10 years.



This order is subject to the terms and conditions of the GSA Federal Supply Schedule (FSS) Contract GS-23F-0092K, and the terms and conditions of MDA BPA #HQ0006-01-A-0016 and all clauses and provisions in full text or incorporated by reference herein:

**1. MATERIAL INSPECTION AND RECEIVING REPORT AND CONTRACTING OFFICER'S REPRESENTATIVE**

a. Material Inspection and Receiving Report - At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and forward to the Government a Material Inspection and Receiving Report in the manner and to the extent required by DoD FAR Supplement (DFARS) Appendix F, "Material Inspection and Receiving Report." In case of rental or maintenance contracts, a separate report shall be distributed at the time each invoice is submitted for payment.

b. The Contracting Officer's Representative (COR) will be assigned by the PCO at time of order issuance. The COR will pre-certify invoices and execute the receiving report(s), (Items 21 and 22 of the DD Form 250) required by this order as verification that the specified supplies have been delivered.

c. The contractor shall submit DD Form 250 and invoices using the "Invoice 2-in-1" function with the Wide Area Workflow system in accordance with DFARS 252.232-7003, Electronic Submission of Payment Requests.

**2. ORDER ACCOUNTING**

a. Invoices shall be submitted monthly for payment and shall clearly identify:

- (1) Government order number.
- (2) Period of performance
- (3) Amount due by CLIN
  - Labor CLINs - fixed manmonth unit price extended for the actual number of manmonths provided
  - ODC CLINs - itemized costs

b. The BPA Holder's accounting system shall provide traceability of all cost reimbursable elements (e.g. travel, material, other authorized direct costs) ordered by each program's funding citation's Accounting Classification Reference Number, if required by the ordering office.

c. Under no circumstances will any invoice exceed the period of performance, fixed manmonth unit price extended for the actual number of manmonths provided, or itemized costs.

d. The contractor shall submit DD Form 250 and invoices using the "Invoice 2-in-1" function with the Wide Area Workflow system in accordance with DFARS 252.232-7003, Electronic Submission of Payment Requests.

**3. PERIOD OF PERFORMANCE**

The period of performance for the base period is 12 months.

(1) This contract is renewable in three increments of 12 months each at the unilateral option of the Government. An option shall be exercised by issuance, within sixty (60) days prior to the end of the current contract period, of a unilateral modification for the subsequent option requirements. (Note

that this order will contain an Award Term provision IAW Clauses #10 and #11. The total duration of the order may extend to 10 years.)

(2) The Government has the unilateral right to exercise any option CLIN with man-month units of measurement at the man-years designated for said CLIN minus up to five (5) man-years (1 man-year = 12 man-months), so long as notice of any decrease is provided to the Contractor not later than sixty (60) days prior to the performance period start date of an option. For example, if the designated man-years are 63 ( $63 \times 12 = 756$  man-months) the Government may exercise the option for anywhere between 58 man-years ( $58 \times 12 = 696$  man-months) and 63 man-years. If the Option period begins on October 1st, notice of the Government's intent to exercise at a lesser quantity must be provided to the Contractor no later than August 1st.

(a) Any decrease is deemed a change under this contract in accordance with FAR 52.243-1 Changes -Fixed-Price, Alternate III or FAR 52.243-3 Changes -Time-and-Materials or Labor-Hours. Accordingly, immediately after the aforementioned notice the Contractor will meet with the Contracting Officer and Contracting Officer's Representative to jointly determine a revised staffing skill mix and a reprioritizing of the contract's mission, deliveries and product output based on any reduction in a CLIN's total man-years. The parties will subsequently negotiate an equitable adjustment (decrease) in contract value and CLIN price based on the man-years exercised and revised staffing skill mix.

(b) If agreement on an equitable adjustment to the contract is not reached within 30-days after the Option period starts (October 31st in the example above), or within any extension granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price, subject to Contractor appeal as provided in the "Disputes" clause. In any event, the Contractor shall proceed with performance of the contract, subject only to DFARS 252.232-7007, Limitation of Government Liability.

#### **4. ACQUISITION OF FACILITIES**

The term facilities include all general-purpose office equipment and automated data/information processing equipment and software. Accordingly, the Contractor shall not purchase or lease facilities for the account of the Government without the express permission of the Contracting Officer. Acquisition or lease of facilities, if approved by the Contracting Officer, shall be provided at cost, applicable burdens applied, exclusive of prime Contractor fee/profit of other profit centers or business units of the prime Contractor.

#### **5. TRAVEL, TRAVEL COSTS, AND OTHER DIRECT COSTS**

a. Travel. All contractor travel (non-local) under this contract (other than extended commuting travel as defined under paragraph c. below) must be approved in advance in writing by the Contracting Officer's Representative (COR) using MDA Form 110 (dated March 2001).

##### **b. Extended Commuting Travel.**

(1) All contractor extended commuting travel under this contract must be approved by the COR AND BY THE PROCURING CONTRACTING OFFICER (PCO) using MDA Form 110 (dated March 2001) based on documentation from the contractor 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 in writing using MDA Form 110 (dated March 2001).

c. Definition: Extended Commuting Travel – is 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.

#### 6. DELIVERABLES

The contractor will be required to complete a "Monthly Status Report" (MSR) and "Technical Report/Study" to the Contracting Officer in accordance with the attached Contract Data Requirement Lists (CDRLs).

#### 7. LOCATION OF PERFORMANCE

On-site work under CLIN 0001 (and respective CLINs for each option year) will be performed at MDA Headquarters currently at FOB2, Arlington, Virginia and/or Sequoia Plaza, Arlington, Virginia. MDA is providing workstations for 53 personnel at this location. Should off-site personnel be required at a future date the following shall apply: Off-site personnel are expected to perform tasks from a contractor facility within a 30 minute one-way commute time from MDA Headquarters during rush hour by car, regularly scheduled public transportation, or a regularly scheduled shuttle system (i.e. transportation not specific or chargeable to this contract). Any proposed personnel place of performance outside the local Washington, D.C. metropolitan area must be explained/justified.

#### 8. KEY STAFF

a. The Contractor shall notify and obtain the approval of the PCO and COR prior to making any changes in key staff. If replacing key staff the Contractor shall adhere to the following: (1) replacement person's qualifications are equal to or better than the qualifications of the person being replaced as proposed and accepted at the time of task order award; and (2) if adding personnel to fill newly added key staff positions, the added person's qualifications are equal to or better than the desired qualifications of this task order. Key Staff positions are designated in Attachment 5.

b. Changes in key staff are deemed a request for change initiated by the contractor under this order in accordance with FAR 52.243-1 Changes-Fixed-Price, Alternate III or FAR 52.243-3 Changes-Time-and-Materials or Labor-Hours. Any contractor request for changes in key staff shall include cost and pricing data substantiating either (1) a downward equitable adjustment to the order price or (2) why such an adjustment is not warranted. The cost and pricing data will be submitted to the Contracting Officer only.

#### 9. AWARD TERM

a. This order provides for a core performance time of 48 months consisting of a 12 month basic period and three (3) pre-priced core option years. There is no guarantee the Government will continue performance beyond the initial 12 month basic period. Based on the criteria in FAR 17.207, option years one through three may or may not be exercised by the Contracting Officer. If all of option years one through three are exercised, the Award Term Approving Official may authorize up to three extensions beyond the core performance time, in the form of 12 month "award term periods" on the basis of an integrated assessment of the quality of performance and market research. Each of these award term periods carries a one year option period that may or may not be exercised by the Contracting Officer. With the addition of these three award term periods and the option year following each award term period, the maximum performance time under this order is [\_\_10\_\_] years. The award term periods may be earned by the contractor for sustained performance that exceeds a satisfactory level.

b. The contractor will be afforded the opportunity to adjust prices before each award term period and the option year following each award term period in accordance with the "Award Term/Non-Core Option Year Price Adjustment" clause in this order.

c. For award term entitlements, the contractor's performance will be evaluated based on a Government established Award Term Plan. The schedule part of this clause reflects the timetable for evaluations



and award term decision points. The evaluation decision point is scheduled to be completed no later than 90 days following the end of the period being evaluated. If the Award Term Approving Official grants an award term, the entitlement to that award term period will be issued in a modification to the order (contingent on availability of funds, exercise of prior option years, and continued coverage of the contractor's GSA schedule contract). Within 60 days prior to the end of each applicable award term period (if awarded), the Contracting Officer may exercise an option year by issuing a unilateral modification to the order. Contract options are exercisable based on the criteria in FAR 17.207 and are not covered by the award term plan in the task order.

Schedule of Award Term Evaluation Periods and Entitlement Periods									
Core Performance Periods				Non-Core Performance Periods					
Contract Base Year 1	Option Contract Year 2	Option Contract Year 3	Option Contract Year 4	Award Term Contract Year 5	Option-Contract Year 6	Award Term Contract Year 7	Option-Contract Year 8	Award Term Contract Year 9	Option-Contract Year 10
	Eval for information only	Eval for information only	Eval (1st Decision Point)	1st Award Term					
					Eval → (2nd Decision Point)	2nd Award Term			
							Eval (3rd Decision Point) →	3rd Award Term	
				Task Order Refresh					

d. The contractor must achieve a higher than satisfactory evaluation score (in accordance with criteria set in the Award Term Plan) for the evaluation period to be eligible for each award term. Practice or information evaluations will be conducted near the end of the base year and option contract year 2. The first official evaluation period occurs in the 3<sup>rd</sup> year of the order if the prior option is exercised. Each subsequent evaluation covers a two year increment following the last evaluation.

e. The Award Term Plan will be provided to the contractor prior to commencement under this order. This Plan may be unilaterally revised by the Contracting Officer at any time prior to the start of each new award term period. A Performance Award Term Review Team will be designated by the Award Term Approving Official. The team will review and assess contractor performance against the evaluation criteria described in the Award Term Plan. Subsequent to each award term determination by the Award Term Approving Official, The Contracting Officer will unilaterally grant each individual "award term period," entitlement, if earned, by issuance of a modification to the order. Unless otherwise stated, MDA's rights to exercise the unilateral one year option period that follows each award term period is conveyed with and considered part of the award term entitlement. If the contractor opts not to perform an earned award term period, written notice shall be given to the Contracting Officer no later than 120 days prior to the start of the applicable award term period. This "opt out" right will also void the option year that accompanies the award term period. The contractor is not allowed to "opt-out" of a period designated as an "option". The exercise of any option when conveyed with an award term entitlement shall be the unilateral right of the Government.

f. If this order is issued to a member of a team performing part of an agency requirement under a

BPA teaming arrangement, MDA reserves the right to evaluate the performance of the entire team as a unit. In this case, failure of the team to earn an award term entitlement may result in no award term entitlement under this order despite the level of performance the contractor on this order has achieved in performing the work requirements of this order.

g. If the contractor's GSA schedule contract is due to expire during the period of performance of this order and is not extended by GSA, this task order will expire at the end of whatever performance period is currently in effect when the contractor's GSA schedule contract ends. All task order unexercised/unawarded option and award term periods will automatically become void. Cancellation of an award term arising from cancellation/expiration of the GSA schedule (without renewal) will not entitle the contractor to any equitable adjustment or other compensation. If this order is awarded under a BPA team arrangement and in the event that the GSA schedule contract is not extended to the contractor as a team member, the Contracting Officer may require the team lead to remove the subject team member and provide an alternate source to provide these services. In the event GSA does not extend its schedule contract with a team lead or a member or members that represent a substantial part of the work, MDA reserves the right to cancel, without liability, any remaining award term (entitlements not granted or options not exercised) on this order and proceed to recompetes the work. The contractor will notify the Contracting Officer immediately when it becomes known that its own or a team member's GSA schedule contract will either be cancelled or not be extended in time to allow that firm to continue performance under the order.

h. Market research will be performed 120 days prior to the beginning of the option—contract year 6 to refresh the order to reflect current market practices and ensure consistency with the GSA Federal Supply Schedule and requirements under the then current Federal Acquisition Regulations.

#### **10. PRICING AWARD TERM PERIODS AND NON-CORE OPTION PERIODS**

a. The price for award term periods, if earned, and non-core option years following the award term periods (option years four through six), if exercised, will be determined prior to the start of each award term period in accordance with this clause. For purposes of this clause, a non-core option period is defined to be the one year option period that accompanies each award term period.

b. It is agreed and understood that prices for the "award term" periods and the accompanying "non-core option years" shall contain no less than the average (computed for each labor category over the core performance period) of the hourly labor rate discounts from the published GSA schedule contract rates, by labor category, that were agreed to in the "core" performance periods. Prices for the non-core option year following the award term period will be established simultaneous with the pricing for respective award term period. The contractor shall submit pricing for the award term period and option period, as explained above, no later than 120 days prior to the start of the applicable award term period (even if the upcoming award term period is yet to be earned, or the award term decision has not yet been made). It is agreed and understood that in the event the contractor elects not to submit prices in whole or in part prior to the start of any award term period for the upcoming award term/option period, the prices of the then current order period shall apply to both the upcoming award term period and the accompanying option period.

c. The term "price" covers the unit price(s) and extended total price(s) stated for the contract line item(s) in the order. It consists of the total of all labor line/subline items, added together, where the pricing was developed by the contractor and agreed to by the Contracting Officer using the contractor's individual GSA schedule contract labor category hourly rates either proposed at the time of the task order or as agreed to in a subsequent task order modification. If labor categories that were not covered in the previous order period are needed for the award term period and are authorized for use by the Contracting Officer, the contractor shall propose hourly rates for labor categories that are no higher than those rates published in its GSA Federal Supply Schedule contract current at that time.

d. Regardless of increases in GSA hourly labor rates that are in effect under the GSA schedule contract at the point of pricing the award term and non-core option periods, the maximum amount of the increase

which will be permitted for each unit price stated in the order for the award term period will be limited to a ceiling of 10 percent over the price of the performance period in effect at the time the pricing is submitted. Likewise, the unit price for the accompanying non-core option is limited to a ceiling of 10 percent over the unit price for submitted for the award term.

e. Documentation to support the pricing. The contractor must provide documentation to support and explain the proposed increase. This documentation will show how the discounted GSA schedule contract hourly labor rates used in establishing the prices for the core periods were averaged for purposes of pricing the award term and non-core option year. Then, the documentation must clearly show how this average was applied to individual labor categories and staffing requirements to arrive at the unit price for the order. Unless otherwise agreed to by the Contracting Officer, the same Labor Mix, Qualifications, and Rate Mix applicable to the then current period will be used as the baseline for pricing the award term and accompanying non-core option year.

#### **11. GSA PRICE ADJUSTMENT**

a. A price adjustment may be requested when upward adjustments need to be made to the monthly unit prices stated in this task order as a result of post task order-award increases to the contractor's GSA schedule contract labor rates. Adjustments shall only be considered by the Contracting Officer if, after task order award, GSA approves a rate increase for one or more labor categories performing the work under the order, and the new rate(s) are either higher than the approved GSA rates for those categories that were in effect when the contractor originally calculated its task order price proposal, or, (in the event that GSA had not yet approved rates for those categories when the task order price proposal was developed), higher than the rates the contractor had projected that GSA would subsequently approve for those categories. This adjustment shall only apply to the labor categories included in the task order and must be supported by GSA-issued price increases to those labor categories for that task order option year that are higher than the rates originally calculated by the contractor in its proposal.

b. Only one such adjustment request may be made during the four year core task order period (base and priced options) and are not retroactive. If the contractor elects to submit a request, it may cover changes in pricing for both of or only one of the last two priced option years in the core performance period.

c. The pricing adjustment shall be submitted no later than 120 days before the first option year to which the new prices would apply.

d. If the contractor makes a request to adjust the monthly prices, the labor rates used in the changed monthly prices will be discounted at no less than the same level (in percents) from the published GSA schedule labor hour rates that were offered in the year(s) for which the adjustment is requested. Provided, that if the discount in the year(s) that the adjustment is requested is less than the average of the discounts that were applicable to the labor categories in all the years prior to the option year(s) for which the discount is requested then that average will be used. For example if the contractor is requesting an adjustment for option year 3 and the discount for a labor category rate used in the pricing of the task order in for option year 3 is 20 percent lower than the GSA schedule contract rate in effect or estimated at the time of award, the 20 percent discount factor would be applied to the revised GSA schedule labor rate for that category. That is, if the increased GSA labor rate is \$100 per hour, the hourly rate used in calculating the monthly unit price will be no more than \$80 for that labor category. However, if the average of the discounts from the GSA published labor rates for that category from the time of award through option year 2 is more than 20%, then, that average percentage factor will be used for the labor category. This maintains the same percentage discount relationship between the task order prices and the GSA contract rates throughout the task order period. If a new rate has been negotiated with GSA and accepted but not published, the new rate may be used if it will be effective prior to the start of the option year for which the adjustment is requested, and if the contractor can provide supporting documentation to MDA that confirms that the GSA contracting officer has approved the new rate.

e. The maximum amount of the increase which will be permitted for each unit price stated in the



order will be limited to a ceiling of 10 percent over the original price.

f. The request for a pricing adjustment will identify the GSA schedule contract labor rates that apply to the specific year (or if a new schedule contract is pending, the schedule contract labor rates and effective dates that have been negotiated with GSA). The contractor will explain how the discount percentage limitation off the GSA rate for each labor category was figured and applied to the higher proposed task order unit price.

#### **12. POTENTIAL GROWTH**

Due to emerging events there is a potential for the MYE requirement to grow up to 100%. In the event this occurs, the Government will identify additional requirements by labor category and the contractor will provide corresponding labor in the categories of the existing contract, and at the then prevailing contract labor rates.

#### **13. CONTRACT MODIFICATION**

In order for the Government to determine whether the price offered for any change to this order is fair and reasonable, the Contractor shall provide supporting information to the extent required by the Contracting Officer, as well as access to pertinent records as described under the version of the FAR clause 52.215-21 included in the GSA Schedule contract.

**14. 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)**

(a) Contract line item(s) 0001 through 0306 are incrementally funded. For these item(s), the sum of \$42,061,802.43 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 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 a 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 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 paragraphs (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 the 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) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(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 incrementally based on fiscal year availability of funds

(End of clause)

#### **15. PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

CLINs may be funded by multiple accounting classifications. The Contractor shall segregate costs and submit vouchers as required by paragraphs 1 and 2. The Defense Finance and Accounting Service (DFAS) will make payments from those Accounting Classification Reporting Numbers (ACRNs) assigned to each CLIN. Payments by the paying office are to be made by CLIN, from the earliest available funds by fiscal year as identified by ACRN.

#### **16. PRICE SAVINGS SHARE OPPORTUNITY**

1. The Contractor is encouraged to propose contract/CLIN value reductions during the current performance period (or upcoming option periods) for fixed price CLINs (and associated Option CLINs) under this contract. This opportunity for reduction is based on a recognized improved understanding by the Contractor of the Government's requirement which may possibly result in a change to either the skill mix, the total man-years required, or both, without impacting this contract's mission, deliveries and product output. The Contractor will fully support, at the technical and cost/price level, the rationale for any proposed reduction. (Cost and pricing data will be submitted to the Contracting Officer only.) In the event that the Government accepts the proposed reduction, or any part thereof, the parties will share the savings on an 80/20 Government/Contractor share ratio (i.e. the CLIN price/unit price will be reduced by eight (80%) percent, with the remaining twenty (20%) percent retained in the price/unit price as the Contractor's savings share.)

2. The Government is under no obligation to accept the Contractor's proposed reduction.

#### **17. SMALL BUSINESS PARTICIPATION REPORTING REQUIREMENT**

a. In order to assist MDA in collecting information regarding small business participation in MDA contracts and orders, the Contractor (regardless of whether a small or large business) shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted semiannually and at contract completion to the Director, Small Business, MDA. The report covers subcontract award data related to this contract/order.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually to the Director, Small Business, MDA. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall



include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector.

b. Please annotate the method by which you plan to provide your submission.

(1) ☐ Electronic format through the following website: [www.mdasmallbusiness.com](http://www.mdasmallbusiness.com)

(2) ☐ Hardcopy mailed to:

Director, Small Business Missile Defense Agency (MDA/SB)  
7100 Defense Pentagon  
Washington, DC 20301-7100

**18. FAR 52.243-1 Changes —Fixed-Price (AUG 1987), Alternate III (APR 1984) is incorporated herein by reference.**

**19. FAR 52.243-3 Changes —Time-and-Materials or Labor-Hours (SEP 2000) is incorporated herein by reference.**

**20. CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS/CONTRACTOR EMPLOYEE OUT-PROCESSING (OCT 2004)**

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 discontinues support to this order. This requirement shall apply to both Contractor and employee initiated termination of services and to temporary suspension of services longer than four weeks.

b. Upon notification, the COR will ensure that the Technical Area Security Officer/Office Security Manager takes timely action to:

- (1) Remove the employee from the current Visit Authorization Request/Letter;
- (2) Cancel the MDA badge, keycard and Pentagon Pass issued pursuant to the Visit Authorization Request/Letter; and
- (3) Terminate the 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 exceeding four weeks, notification shall be made within one (1) working day after termination/suspension action.

d. Prior to the departure of on-site contractor employees, the departing employee shall complete an out-processing checklist for MDA on-site contractor employees 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 form to the Contracting Officer to be retained in the official contract file by the Contracting Officer.

<u>DOCUMENT</u>	<u>PGS</u>	<u>TITLE</u>
EXHIBIT A	2	Contract Data Requirements List (CDRL), DD Form 1423-1
ATTACHMENT 1	7	Statement of Objectives (SOO)
ATTACHMENT 1a	1	Statement of Work – SAP Technical Support
ATTACHMENT 1b	1	Statement of Work – NASA Office of the Chief Engineer
ATTACHMENT 2	2	OCI Analysis/Disclosure Form
ATTACHMENT 3	11	DD Form 254 Contract Security Classification Specification
ATTACHMENT 4	12	Labor Mix, Qualifications and Rates Matrix
ATTACHMENT 5	10	Award Term Plan
ATTACHMENT 6	2	PPBS Non-Disclosure Agreement
ATTACHMENT 7	25	CONOPS Plan

<b>CONTRACT DATA REQUIREMENTS LIST</b>				<b>Form Approved</b>									
(1 Data Item)				OMB No. 0704-0188									
<small>Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.</small>													
<b>A. CONTRACT LINE ITEM NO.</b> 0003, 0103, 0203, 0303		<b>B. EXHIBIT</b> A		<b>C. CATEGORY:</b> TOP TM OTHER <b>X</b>									
<b>D. SYSTEM/ITEM</b> PI Integrated SETA		<b>E. CONTRACT/PR NO.</b> HQ0006-03-Q-0003		<b>F. CONTRACTOR</b>									
<b>1. DATA ITEM NO.</b>		<b>2. TITLE OF DATA ITEM</b> Status Report		<b>3. SUBTITLE</b> Monthly Status Report									
<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-MGMT-80368/T, Jun. 1987		<b>5. CONTRACT REFERENCE</b> See Block 16		<b>6. REQUIRING OFFICE</b> MDA/PI									
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b> C	<b>10. FREQUENCY</b> MONTHLY	<b>12. DATE OF FIRST SUBMISSION</b> 35DAC	<b>14. DISTRIBUTION</b>									
<b>8. APP CODE</b> N/A		<b>11. AS OF DATE</b> 0	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> 20DARP	<table border="1"> <tr> <td rowspan="2"><b>a. ADDRESSEE</b></td> <td colspan="2"><b>b. COPIES</b></td> </tr> <tr> <td><b>DRAFT</b></td> <td><b>FINAL</b></td> </tr> <tr> <td></td> <td>Reg</td> <td>Reps</td> </tr> </table>		<b>a. ADDRESSEE</b>	<b>b. COPIES</b>		<b>DRAFT</b>	<b>FINAL</b>		Reg	Reps
<b>a. ADDRESSEE</b>	<b>b. COPIES</b>												
	<b>DRAFT</b>	<b>FINAL</b>											
	Reg	Reps											
<b>16. REMARKS</b>  Block 4: Format and content shall be proposed by the Contractor for Contracting Officer Representative (COR) approval.  Monthly Status Report Content:  1. Matrix of hours provided the prior month showing both the Government labor category and the contractor labor category with breakouts for team members and subcontractors. Show budget execution vs actual charts overall, and broken out by CLIN, Subcontractor, and any other categories necessary to communicate status.  2. Show percentage of hours provided for the month and cumulative against what was incorporated into the contract. Discuss any actions to reduce variance.  3. Discuss personnel training, turnover and replacement actions.  4. Summarize any key projects in process that will be resource drivers for next month.  5. Performance issues/concerns.  Block 5: In accordance with instructions above.  Block 7: Contractor shall submit final SF 1449 receiving report to collectively account for data previously submitted by Letter of Transmittal.  Block 14: Delivery shall be by electronic media unless otherwise directed by the COR. Electronic form shall be compatible with existing MDA/PI word processing, spreadsheet, and database applications.				MDA/CT		0	1						
				MDA/PI		1	1						
				MDA/PIA - Data Manager		0	LT						
				<b>15. Total</b>		0	2						
<b>G. PREPARED BY</b> Dave Heller, MDA/PI		<b>H. DATE</b> 21 OCT 02		<b>I. APPROVED BY</b> Mr. Robert Koster, MDA/PIA									
				<b>J. DATE</b> 21 OCT 02									

<b>CONTRACT DATA REQUIREMENTS LIST</b>						Form Approved OMB No. 0704-0188	
(1 Data Item)							
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.							
<b>A. CONTRACT LINE ITEM NO.</b> 0003, 0103, 0203, 0303		<b>B. EXHIBIT</b> A		<b>C. CATEGORY:</b> TDP      TM      OTHER <b>X</b>			
<b>D. SYSTEM/ITEM</b> PI Integrated SETA		<b>E. CONTRACT/PR NO.</b> H00000-00-0-0000		<b>F. CONTRACTOR</b> TRC			
<b>1. DATA ITEM NO.</b> A002		<b>2. TITLE OF DATA ITEM</b> Technical Report – Study/Services			<b>3. SUBTITLE</b>		
<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-MGMT-80508/T, Jan. 1988		<b>5. CONTRACT REFERENCE</b> See Block 16		<b>6. REQUIRING OFFICE</b> MDA/PI			
<b>7. DD 250 REQ</b> LT		<b>9. DIST STATEMENT REQUIRED</b> N/A		<b>10. FREQUENCY</b> ASREQ		<b>12. DATE OF FIRST SUBMISSION</b> 35DAC	
<b>8. APP CODE</b> A		<b>11. AS OF DATE</b> N/A		<b>13. DATE OF SUBSEQUENT SUBMISSION</b> See Block 16		<b>14. DISTRIBUTION</b>	
<b>16. REMARKS</b>  Block 4: The Data Item Description DI-MISC-80508 is tailored as follows: DID Block 6a: Distribution to the DTIC is not applicable; DID Section 10.1: Contractor data format is acceptable, providing that due consideration is given to previously used formats of same or similar reporting for consistency of information presentation.  Block 13: Submission frequencies and dates will be dictated by the SOO tasks citing this data item.  Blocks 14 and 15: A delivery shall be by electronic media unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/PI word processing, spreadsheet, and database applications.				<b>a. ADDRESSEE</b>		<b>b. COPIES</b>	
				MDA/CT		LT	
				MDA/PI		1      1	
				MDA/PIA – Data Manager		0      LT	
				<b>15. Total</b>		0      1	
<b>G. PREPARED BY</b> Dave Heller, MDA/PI		<b>H. DATE</b> 21 OCT 02		<b>I. APPROVED BY</b> Mr. Robert Koster, MDA/PIA		<b>J. DATE</b> 21 OCT 02	



**PI SETA STATEMENT OF OBJECTIVES**

**BACKGROUND**

a. The Secretary of Defense has established new priorities and guidance for the Ballistic Missile Defense (BMD) Program. These objectives include: (1) establishing a single development program for the Ballistic Missile Defense System (BMDS); (2) develop for deployment, when directed, a useful military capability to defeat threat missiles in all phases of flight against missiles of all ranges; (3) plan and execute work in an evolutionary manner such that efforts in particular areas of the BMDS may be truncated or stopped if the results are unsatisfactory or where the development effort should be accelerated or shifted to another program area; (4) execute the program such that demonstrated capabilities can be fielded in limited numbers when available; and, adopt a flexible architecture for the overall BMDS such that each BMDS element complements the others, supports deployment in differing combinations over time, and is open for international participation.

b. In response to this, and other direction, the BMD program is shifting from an MDAP-centric to a System-centric focus, and from a requirements-based to a capability-based planning and evolutionary (block-by-block) approach. Specific system choices and timelines will take shape over the next few years through this approach. BMDS capability will increase over time through an evolutionary process where technologies mature and are proven through testing. The block approach allows MDA to put the best, most capable technologies "in play" sooner than would otherwise be possible. The program has been organized with the aim of developing militarily useful capabilities in biannual blocks, starting as early as the 2004-05 timeframe (e.g., Block 04). Blocks are synchronized sets of capability developments which build on previous blocks, and that will be verified prior to availability for transfer for the Services. These block capabilities could be deployed on an interim basis to meet an emergent threat, as an upgrade to an already deployed system, or as a deterrent to discourage a potential adversary from improving its ballistic missile capabilities.

c. Per the SECDEF guidance of January 2, 2002, the Missile Defense Agency continues to evolve from an RDT&E technology program into a focused acquisition and fielding program. Historically, missile defense program management and business operations have been focused largely on the allocation and monitoring of funds expenditures and technology development typical of a higher-headquarters or defense agency. Today, MDA is more akin to a "super program office" with the MDA Director serving as the Program Director. The Deputy for Program Integration (PI) is responsible to the Director, MDA, primarily for developing and executing sound acquisition, program management, and business practices for the BMDS development. As such, PI is striving to establish a program planning and control function equivalent to that found in a major defense acquisition program office, complete with acquisition management tools and documentation; cost estimating tools and data bases; resource allocation and tracking data bases; schedule integration tools; earned value data collection and assessments; and program progress reporting for the entire BMDS portfolio of missile defense programs.

d. MDA/PI is not adequately staffed to define, implement, and administer this challenging activity. PI will rely on contracted advisory and assistance services (i.e., SETA) to execute this

function. Today's PI SETA support environment includes multiple contractors. The successful offeror will be the lead for supporting PI in all the day-to-day sustaining program management, assessment, and control functions as defined in this SOO. In some cases, certain functions such as Earned Value Management System (EVMS) support, may reside with another PI support contract. Nevertheless, the integrating function of this contract effort will assist PI to plan, guide, and monitor all program management, assessment, and control activities including those performed on other PI support contracts. When functions requiring integration with the offeror's overall program management, assessment, and control process include activities performed by another contract effort, the interface to that effort shall be through the Government. Finally, the work covered in this SOO is focused on the day-to-day sustaining operations of PI. Additional contract activity outside of this effort may be awarded from time to time for non-sustaining projects, such as specialty cost research, special projects, special consulting services, etc.

## **1.0 PI PROGRAM INTEGRATION CONTROL AGENT OBJECTIVES**

**1.1 Lead PI Support Operations:** The contractor shall define and integrate the operations of the PI contractor support staff, implementing an integrated program planning and control process. This process will lead to defining and documenting high-level acquisition management strategies and guidelines, establishing and maintaining the BMDS program management cost, schedule, and performance baseline, monitoring progress and reporting program health, and tracking management issues from initiation through resolution by appropriate officials.

- a. Program manager for all PI support contractor operations, include administrative support for documentation and correspondence control, PI reference library, and tasking and suspense tracking (TASKMAN, OUTLOOK);
- b. Focal point to PI senior management for overall operations and management concerns;
- c. For PI leadership, prepare and conduct a weekly review of PI task/suspense status to include a discussion of lessons-learned, and a quarterly review of overall contract performance status
- d. Relationship should operate as illustrated in Figure 3.

**1.2 Develop Planning Framework:** The contractor shall define and integrate a strategic capability-based planning approach for the Missile Defense Agency. With government approval of an approach, the contractor will prepare and maintain high-level planning documents.

- a. Develop long-range and annual visioning and goal setting (planning) process, including key participants, essential elements of information, and metrics to be used to determine



program (BMDS) success - must be synchronized with the BMDS systems engineering, test and evaluation, and program execution activities;

b. Establish traceability and interdependencies regarding high-level, long-range (e.g., period covered by the Future Years Defense Program) program goals and objectives to detailed system element/component annual planning targets must be consistent with the BMDS Block Integrated Management Plan;

c. Develop and maintain the BMDS Work Breakdown Structure as depicted in Figure 2.

**1.3 Acquisition Management Policies:** The contractor shall conduct research, analyses, and shall develop reference and educational materials for evolutionary acquisition principles and spiral development practices. The main objective is to define and document the need for, and benefits of, adopting an evolutionary strategy with spiral development in this highly uncertainty environment of fast-paced technology and threat evolution.

a. Develop an Integrated Program Plan that describes the current BMDS acquisition program focusing on Block development, integration and delivery strategy, and include the systems engineering and integration, test and evaluation, production readiness, and procurement and operations with the Services, when appropriate;

b. Develop anecdotal and actual program evidence of benefits to current acquisition strategy(ies);

c. Support day-to-day responses to internal (e.g., MDA staff or program office) or external (e.g., OSD, congressional) queries regarding acquisition strategies, plans, or management practices.

**1.4 Cost Estimating:** The contractor shall define and integrate a cost analysis management framework for the BMDS weapons, sensors, and major command, control, communications, and functional support activities.

a. Support the development and review of cost analysis requirements descriptions (CARDS), and support the development of common cost methods, for prescribed BMDS commodities/functional areas, to include but not limited to, interceptors (kill vehicles and boosters), radars, optical sensors, space vehicles, targets and countermeasures, directed energy systems, large software programs, battle management and command and control systems, communications systems, and Aegis weapons systems;

b. Provide regular, repeated sustaining activities related to cost estimating and analytical support for above mentioned commodities, to include cost driver sensitivity analyses;

c. Integrate the results of the EVMS analysis into the cost estimating process

- d. Support development and documentation of cost estimating and analysis processes, policies, and procedures;
- e. Establish and maintain a cost library for use by all cost analysts; and,
- f. Develop and conduct cost estimating/analysis training for entry-level through senior-level for the missile defense community;

**1.5 Schedule Integration:** The contractor shall define and integrate a process to develop and coordinate a master schedule database for the total BMDS program of work by Block, Element, Component, and supporting functional areas (e.g., SE&I, Test and Evaluation).

- a. Maintain the BMDS Integrated Master Plan (IMP), to include the program accomplishments and success criteria for major IMP events;
- b. Develop systematic approach and appropriate database(s) needed to collect activities, determine interrelationships, and generate sorted reports of the BMDS Integrated Master Schedule (IMS).

**1.6 Resource Allocation:** The successful offeror shall define and operate (with government approval) an integrated configuration, control, documentation, and reporting process for the BMDS Program Work Breakdown Structure (WBS), and the Planning Programming and Budgeting System (PPBS) products. The integrated control process will:

- a. Maintain and provide detailed traceability of resource allocations between the WBS (down to levels three and four), the PPBS, and all other BMDS Program guidance and controlling documents.
- b. Maintain and provide detailed program decision traceability, showing changes in resource allocation over time, with associated rationale.
- c. Prepare and provide for the development, coordination, and administration of all required PPBS documentation products ((Program Objective Memorandum (POM), Presidents Budget (PB), and Program Management Directives (PMD)).

**1.7 Program Assessment:** Develop a program assessment methodology for the evolutionary Ballistic Missile Defense System. With government approval and implementation of the assessment methodology, contractors will

- a. Establish procedures and media to collect and assimilate program cost and schedule execution data from local and remote performing activities, and prepare a plan to integrate (correlate) cost and schedule information to corresponding technical performance;

b. Prepare CONOPS for BMDS System Element Review, to address specifically the baseline, data needs and sources, and analytical focus (program goals and objectives to detailed system element/component annual planning targets);

c. Prepare overall assessment reports for the Director, MDA and for external consumption (OSD staff) and the SAR for congress.

**1.8 Decision Support / Corporate Accountability:** The contractor shall

a. Identify, document, record issues from assessment activity or as otherwise directed;

b. Prepare the MDA staff for, and conduct, weekly Program Reviews, Organization Reviews, System and Element Reviews, and Management Integration Boards:

- (1) prepare the minutes to include assigned action items and major findings;
- (2) maintain tracking process of issue development through resolution, including POCs, status meetings, adjudication reviews (program reviews, MIBs, etc);

c. Identify, document, and record issue development through resolution from external assessment agencies (General Accounting Office, DoD Inspector General's Office) and other audit activities as directed.

**2.0 OTHER MANAGEMENT OBJECTIVES**

The successful offerer will provide innovative management solutions to achieve all of the above Objectives along with recommendations to achieve the following management objectives:

- a. Establish a management operations framework (such as shown in figure 2.);
- b. Improve integration of functions within the PI Deputate;
- c. Improve integration of PI functions across the MDA Enterprise;
- d. Improve program management issue accountability and resolution;
- e. Document and continually improve management and control processes;
- f. Reduce cycle-time on all management and control processes;
- g. Provide for and exploit organizational learning techniques;
- h. Provide for continuity of operations – seamless transition into new operations;
- i. Establish metrics or other measurement systems in order to verify and validate achievement of all objectives.

Figure 1. Program Work Breakdown Structure  
(See Powerpoint chart)

Figure 2. BMDS Program Planning and Control – Illustrative  
(See Powerpoint chart)

Figure 3. Government-Contractor Relationships  
(See Powerpoint chart)

**Engineering Management Concepts (EMC) and Decisive Analytics Corporation (DAC) Companies' Support to the Program Integration Deputate**

The Government is soliciting for an integration contractor for the development and operation of an integrated BMD Program Management (i.e., program planning, assessment, and control) environment. This requirement includes support for the management and operation of the day-to-day sustaining activities associated with MDA's Program Management activities. The integration contractor shall support PI in the guidance and direction of the activities and use of various indigenous MDA functions, some of which will be performed by other Legacy contract activities in PI. In particular, the integrating contractor will need to develop a Concept of Operations (CONOPS) to interface with and use existing Earned Value Management (EVM) functions and Investment Analysis functions, along with leveraging the skilled personnel inherent in this Legacy contract effort as needed to support the offeror's CONOPS. This white paper describes the functions performed by the Legacy contract and the skills associated with personnel on that contract team that the offeror will combine into their integrated CONOPS plan as described in the RFQ.

The Legacy contract is with Engineering Management Concepts (EMC), which includes subcontractor Decisive Analytics Corporation (DAC).

The specific EMC/DAC contract support that the offeror should account for interfacing and using in their proposed CONOPS includes:

**1. Earned Value Management Team (16 MYEs);**

- Performs cost/schedule evaluations on individual projects utilizing LAN and/or web-based analytical data base tools, with monthly EVM products focused on BMDS Element and Component contract-level assessments and progress deviations relative measurement baselines;
- Provides applicable EVM assistance and the resulting financial integration analysis and recommendations;
- Administers LAN and/or web-based tools and data bases for MDA contract-level EVM information sharing and integration relative to MDA and field program offices;
- Provides on-demand official EVM training to contractor and government personnel, and supports related professional conferences.
- The EVM team will be directed to support the offeror's proposed CONOPS in accordance with the paragraph below on interfacing between Legacy contract and new integrating SETA contract effort. The 16 MYEs is composed of 12 Senior level, 3 mid level, and 1 Junior level personnel as shown in the following table:



Legacy Contract Earned Value Management Team:			
Category	Years Experience for each category	# On Legacy Contract	Classification
Senior	10 or more	12	Sr Program Analyst
Mid-Level	5-10	3	Program Analyst
Junior	<5	1	Program Analyst

## 2. Investment Analysis Team (4 MYEs)

- Develop and administer a strategic analytical framework to identify and capitalize BMD-wide investment opportunities and strategies; portfolio theory and game theory management techniques.

The Investment Analysis team will be directed to provide support to any proposed decision support activities required by the offeror's CONOPS. The 4 MYEs is composed of 2 Senior level and 2 Associate level personnel in accordance with the following table:

Legacy Contract Investment Analysis Team			
Category	Years Experience for each category	# On Legacy Contract	Classification
Senior	10 or more	1	Proj Engineering Mgr
Senior	10 or more	1	Scientist Engineer
Mid Level	5-10	2	Assoc Engineer

## 3. Special Projects Team (10 MYEs)

- Perform a series of special projects involving detailed problem solving and establishment of new procedures, functions, and activities in support of Program Integration activities.
- The Legacy contract contains a set of personnel resources currently developing and refining Integrated Master Plan, Integrated Master Schedule (IMP/IMS) design. The offeror's CONOPS should describe a methodology of using these assets as needed to support the offeror's CONOPS, and may make a proposal to the Government as to how to shift or re-allocate these assets to best complement the offeror's skills and CONOPS. The methodology of recommending and executing this re-allocation shall be via the interface process discussed below.
- The 10 MY is composed of 9 Senior level and 1 junior level people in accordance with the following table. Proposed allocation of these assets provided via the Legacy contract vehicle to support the offeror's CONOPS shall be in accordance with the interface process discussed below.



Legacy Contract Special Project Team:			
Category	Years Experience for each category	# On Legacy Contract	Classification
Senior	10 or more	1	Program Manager
Senior	10 or more	4	Scientist/Engineer
Senior	10 or more	4	Project Eng Mgr
Junior	<5	1	Project Data Analyst

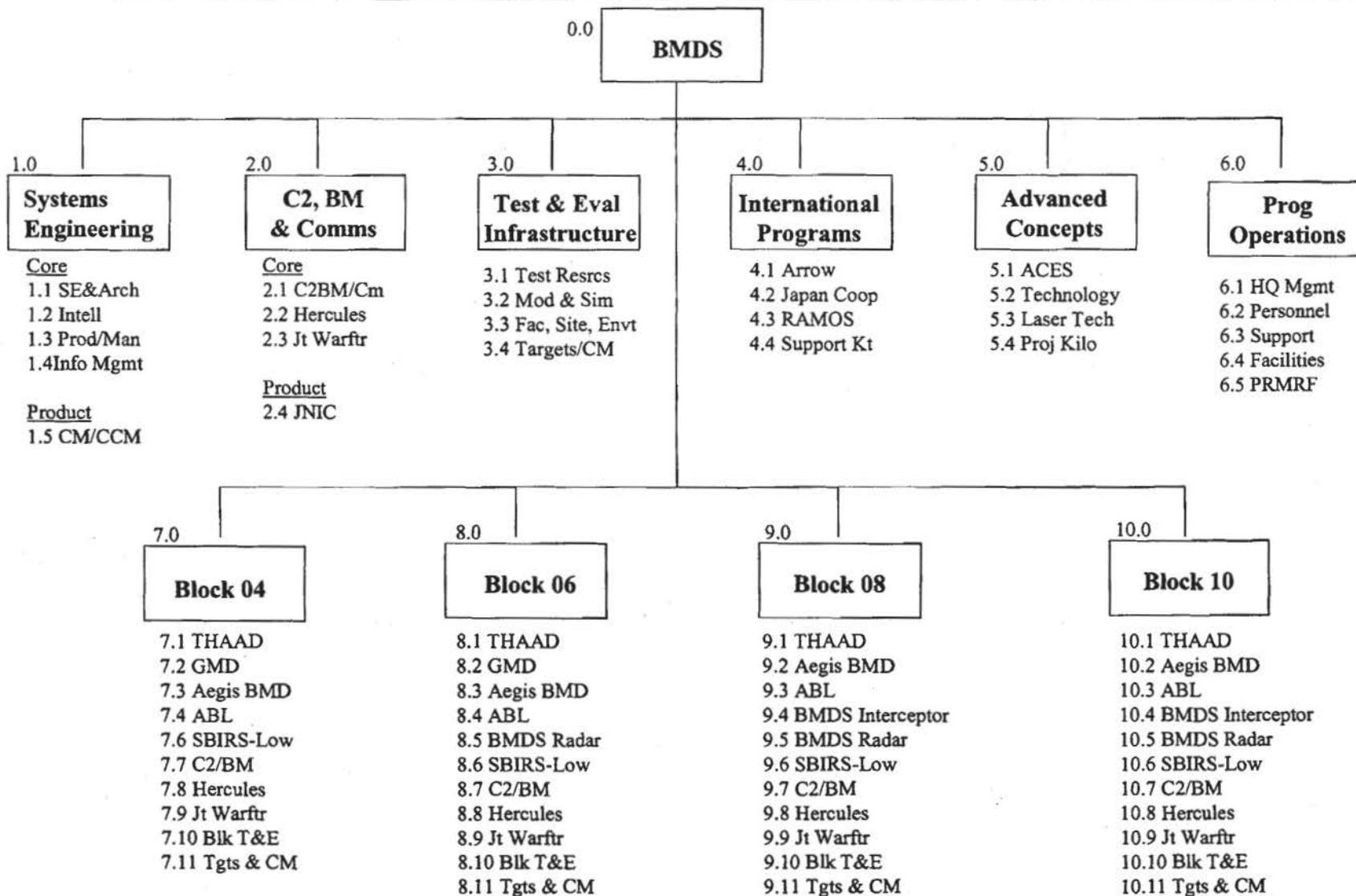
Interface to Legacy EMC Contract

- At Contract Award, MDA/PI will identify a senior level Government POC who will act as the day-to-day interface between the Offeror and the Legacy EMC contract effort.
- At Contract Award, MDA/PI will identify a senior level POC (Program Manager) from the EMC Legacy Contract who will act as the primary interface between the EMC Contract and the Government for purposes of resolving any issues associated with the new Contract-to-Legacy EMC contract relationship.
- The EMC and Government POC's for this interface activity will be identified at the time of contract award. The Transition Process will likely involve more effort and time associated with this interface activity initially in order to finalize CONOPS, begin any re-alignments necessary, and to assist in the transition/onboarding process. There will be a presentation within the first weeks of contract award by the Offeror to the Government and EMC Program Manager on the proposed CONOPS. The offeror will propose to the Government their resource allocation and will participate in transition activities with the successful offeror on a weekly basis.
- During the normal conduct of the contract effort, the Government will conduct periodic meetings as necessary among the Offeror's Program Manager, the EMC Legacy Contract's Program Manager for this interface, and any other individuals necessary to address issues, re-direct resource allocations, make adjustments in CONOPS procedures if necessary, or address any other issues associated with the formal interface between the new contract and the legacy contract in MDA/PI. It is anticipated that the offeror and legacy contract effort will work together in an effective, collaborative manner in accordance with the proposed CONOPS, however the mechanism of formal Government go-between to resolve issues and direct changes will be in place.

# PROGRAM WORK BREAKDOWN STRUCTURE

Attachment 1 – Figure 1

## PRODUCT-ORIENTED



000051

Attachment 1 – Figure 2

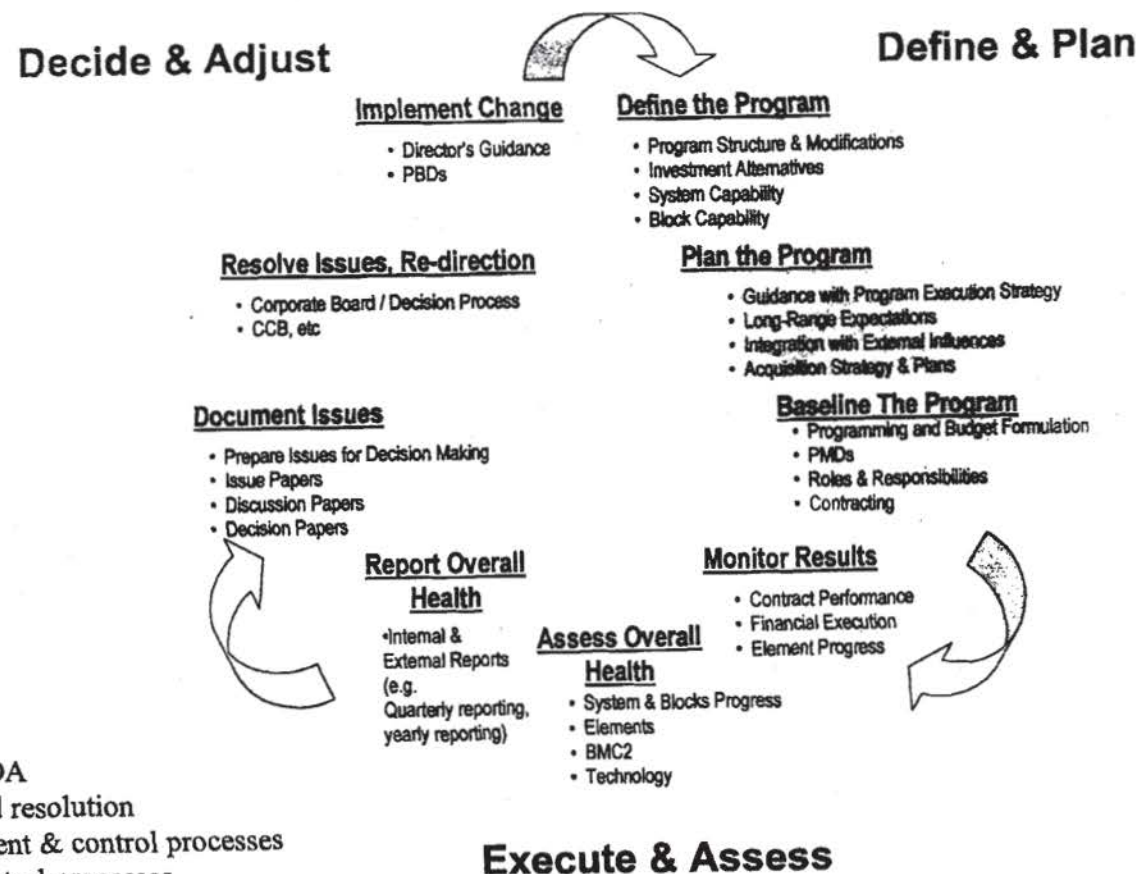
# BMDS Program Planning and Control - Illustrative

## SOO Objectives:

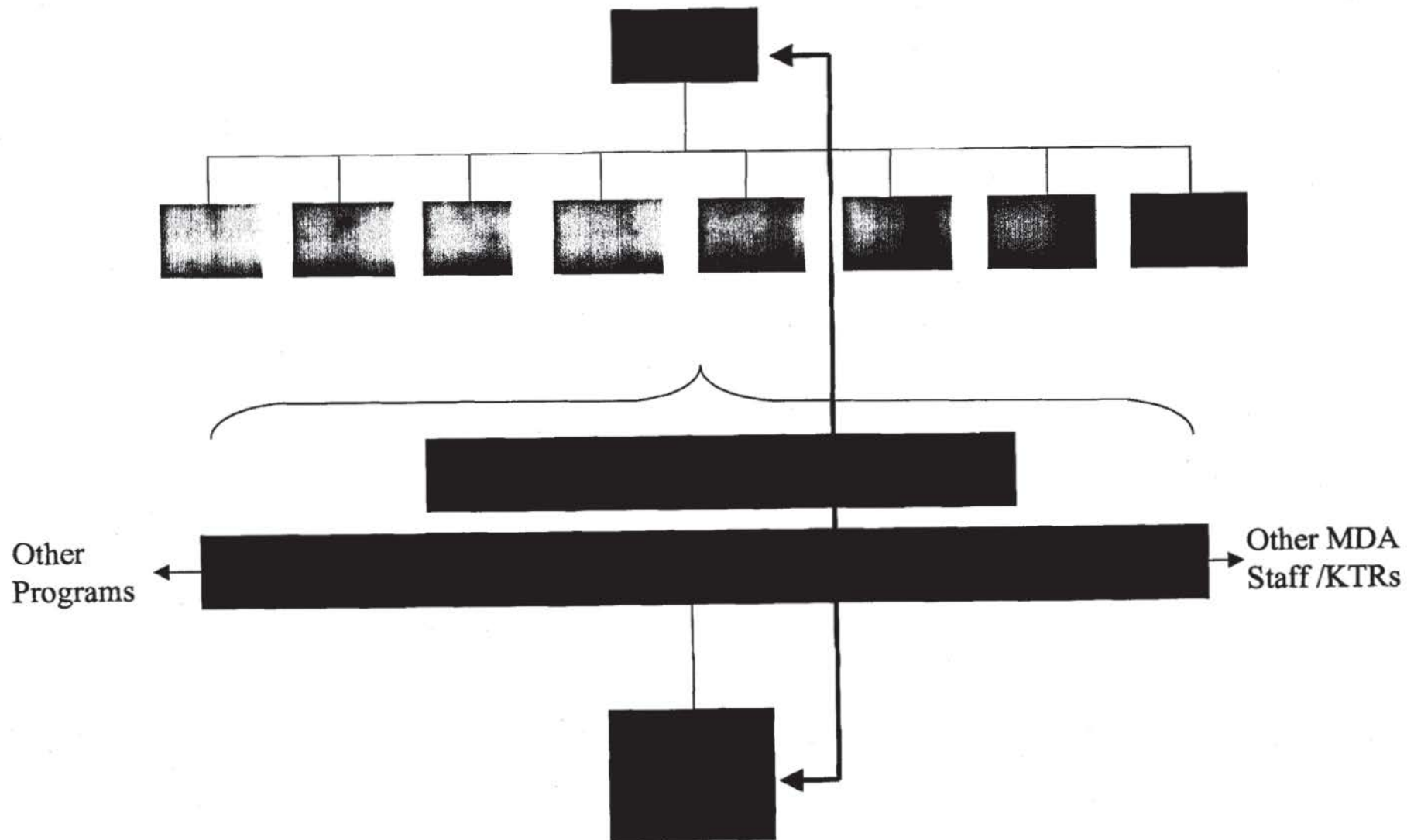
- 1.1 Lead PI Support Ops
- 1.2 Develop Planning Framework
- 1.3 Acquisition Management Policies
- 1.4 Cost Estimating
- 1.5 Schedule Integration
- 1.6 Resource Allocation
- 1.7 Program Assessment
- 1.8 Decision Support / Corp Accountability

## Other Management Objectives:

- a. Establish management Framework
- b. Improve integration of functions in PI
- c. Improve integration of PI functions across MDA
- d. Improve management issue accountability and resolution
- e. Document and continually improve management & control processes
- f. Reduce cycle-time on all management and control processes
- g. Provide for and exploit organizational learning techniques
- h. Provide for continuity of operations – seamless transition into new ops
- i. Establish metrics/measurement systems to verify and validate achievement of all objectives



Attachment 1 – Figure 3 Government – Contractor Relationships





**STATEMENT OF WORK  
SPECIAL ACCESS PROGRAM (SAP) TECHNICAL SUPPORT  
BMDS INTEGRATION DIRECTORATE**

February 2005

**1. Objectives**

As directed, conduct studies and technical analyses of subjects/issues having a major impact on the deployment and operation of a BMDS element. These studies and analyses may require a quick-reaction capability for rapid response. The support contractor will assist MDA Program Manager (PM) in monitoring SAP project. Participate as a member of the Expert Group and stay abreast of program technical goals, objectives and prime contractor technical work. Review prime and subcontractors activities, analyses results, and technical or conops decisions and determine how they may affect BMDS performance, schedule and cost, and make recommendations to MDA PM. Perform independent analyses on technical issues as directed by the MDA PM. Provide recommendations regarding the classification of associated program elements and assist in the preparation of a program-specific Security Classification Guide or OPSEC analysis when specifically directed to do so.

- 2. Contractor Security Clearance.** This position requires a TS security clearance and additional security qualifications required for SAP participation.



**STATEMENT OF WORK  
DEFENSE SYSTEMS SYSTEM ENGINEERING DIRECTORATE/  
ASSESSMENTS AND SUPPORT**

**1.0 Scope**

This statement of work describes the scope and content of technical efforts in support of the Office of the Under Secretary of Defense for Acquisition, Technology and Logistics OUSD (AT&L) Defense Systems' System Engineering (SE) Directorate.

The SE Directorate is undertaking a significant effort in the Software Intensive System acquisition process. This SOW covers technical support to achieve these objectives.

**2.0 Background**

The SE Directorate is overseen by the OUSD (AT&L) Director for Defense Systems. One of its goals is to improve the capability of the DoD, the military Services, and major DoD contractors to provide software intensive system acquisition best practices.

**3.0 Requirements**

The SE Directorate requires a contractor to:

1. Provide a Senior BPMO Scientist, knowledgeable in software-intensive system acquisition best practices to work within OUSD (AT&L) to support the development and deployment of the CMMI-Acquisition Module (AM). Specifically, this entails
  - a. Participating in any modifications to the CMMI Acquisition Module by reviewing and recommending approval of the revised CMMI-AM
  - b. Participating in the full deployment of the CMMI Acquisition Module (once activities are defined and time permitting)
2. Support the development of a Best Practices Clearinghouse
  - a. By serving as a Subject Matter Expert who reviews BPC content
  - b. Identifying best practices for inclusion in the BPC that are referenced in the CMMI-AM
3. Participate as a team member of the Program Support teams for at least one program risk assessments for DoD

**4.0 Deliverables**

1. Prepare a report that identifies best practices by CMMI-AM process area.

2. Prepare a Final Report that describes the activities performed during this and the previous assignment with recommendations on how to conduct such assignments in the future.

#### **5.0 Period of Performance**

The period of performance for this SOW is expected to be from February 1, 2005 through July 31, 2005.

**OCI ANALYSIS/DISCLOSURE FORM**

<b>1. Contract Number</b> HQ0006-01-A-0016 Call 0004	<b>2. Program Title</b> PI Integrated SETA	
<b>3. Contractor Name and Address</b>  	<b>4. Telephone Number and POC</b>  	
<b>5. Type of work to be performed under this solicitation:</b> (b)(4) <div style="background-color: #d4d4b4; height: 40px; width: 100%;"></div>		
<b>Other MDA or BMD-related work requiring analysis and determination:</b>	<b>6. Contract Number and Program Title</b>	
<b>7. Brief Summary/Description of work performed under Block 6 action:</b>  		
<b>8. Relationship between requirements of Block 1 action and work performed under Block 6 action (If None, State Why):</b>  		
<b>9. Offeror/Contractor OCI Evaluation and Assessment (If either answer is yes, attach a copy of the SOW and complete Block 10):</b>  (a) Does Actual OCI exist? ( ) Yes ( ) No (b) Does Potential OCI exist? ( ) Yes ( ) No		
<b>10. Summary of actual/potential OCI, including actions planned to avoid, neutralize, or mitigate conflict or potential conflict:</b>  		
<b>11. Typed Name of Responsible Official</b>  	<b>12. Signature</b>  	<b>13. Date</b>  
<b>14. Typed Name of Contracting Officer</b> ROBERT E. ASHLEY, JR.	<b>15. Approval Signature</b>  	<b>16. Date</b>  

INSTRUCTIONS FOR COMPLETING OCI ANALYSIS/DISCLOSURE FORM

Blocks 3 and 4: Self-explanatory.

Block 6: Fill in the number and the short, official title by which the contract or subcontract requiring analysis and determination is formally known. This is work that has already been awarded, is being performed by your company, and requires a comparison with that work described in Blocks 1-5.

**NOTE:** One OCI Analysis/Disclosure Form shall be submitted for EACH BMD or BMD-related contract or subcontract currently being performed.

Block 7: Provide a brief, but specific, narrative summary of the SOW and work performed on the contract or subcontract listed in Block 6, including the period of performance and the value.

Block 8: Provide a brief, but specific, narrative summary of ANY relationship between the work to be performed under the action listed in Block 1 and the previous work performed under the action listed in Block 6. Please be as specific as possible by citing the specific RFP/SOW paragraph where possible.

Block 9: Place an "X" in the appropriate ( ) for your responses.

Block 10: If you answer yes either to 9(a) or to 9(b), provide a summary of the actual or potential OCI.

Blocks 11, 12, and 13: Provide the name of your company official with responsibility for and/or authority to discuss and commit the company on matters relating to OCI issues. That official should then sign and date each form.





















































## AWARD TERM PLAN

### 1.0 INTRODUCTION

This Award Term Plan (hereinafter referred to as the "Plan") serves as the charter that will be used to evaluate the contractor's performance of work required by this contract and to determine whether the performance award term (hereinafter referred to as the "award term option" or "term") will be granted. MDA requires top-level performance to meet program requirements. Hence, this performance plan is designed to provide an additional incentive to the contractor for outstanding quality performance that will benefit MDA.

The intent of this plan is to establish procedures for the evaluation of contractor performance by furnishing guidelines and procedures for: (1) evaluating the contractor's performance during evaluation periods as referenced in paragraph 6.2 and the order; and (2) furnishing sufficient data to enable the Award Term Approving Official to determine whether the award term will be granted.

### 2.0 GENERAL

Through this plan, MDA seeks to provide additional incentives for the contractor to perform at a level MDA considers better than satisfactory. The award term will only be exercised if overall performance is evaluated at a level greater than satisfactory in meeting contractual requirements. The factors for this determination are set forth in paragraph 6.1.

### 3.0 PURPOSE

This plan and the specific contract provisions shall serve as a guide to MDA personnel directly involved in the evaluations of contractor performance.

### 4.0 OBJECTIVES

The objective of this performance award term feature is to incentivize contractor performance in the areas delineated in paragraph 6.1. Therefore, the contractor should emphasize these areas in its performance of this contract.

### 5.0 PERFORMANCE AWARD TERM REVIEW TEAM

#### 5.1 Organization

The organization of the Team is described in the following paragraphs.

**5.1.1 Award Term Approving Official.** The Award Term Approving Official is a MDA Deputy or Director of the organization requiring the contractor support. The Deputy or Director may appoint another individual to perform this function for their organization.

**5.1.2 Performance Award Term Review Team.** The Award Term Approving Official will appoint a Team to assist in evaluating the contractor's performance. If warranted by the size or complexity of the contract, the Award Term Approving Official may appoint a Chairman to the Team or the Award Term Approving Official may serve as the Chairman. The team members will ensure a fair and accurate assessment of the contractor's performance for the period being evaluated. The Team Chairman may also use non-voting advisors as necessary.

#### 5.2 Duties of the Team

The duties of the Team are as follows:

**5.2.1** Implement the plan and propose timely modifications to the Plan if required, throughout the period of contract performance.

**5.2.2** Evaluate contractor performance for each performance evaluation period.

**5.2.3** Prepare and submit to the Award Term Approving Official a written evaluation of the contractor's performance.

**5.3 Responsibilities**

**5.3.1 Award Term Approving Official.** Approves the award term plan and the evaluation factors and scoring methodology. Approves the composition of the Team. Determines the contractor performance rating and whether the award term period will be granted based on the factors of the plan. Advises the contractor in writing of annual evaluation results and award term decision and documents the basis for the decision.

**5.3.2 Team Chairman.** Structures the Team membership to provide representation that reflects all appropriate aspects of contract performance and provides membership to adequately assess contractor performance for the period being evaluated. Conducts the evaluation under this plan. Schedules Team meetings and serves as a recorder at these meetings. Leads the team in developing a consensus evaluation and in resolving significant differences in ratings. Provides brief summary documentation for the Award Term Approving Official. May provide feedback to the contractor in order to focus the contractor on areas that would lead to improved performance in subsequent periods.

**5.3.3 Performance Award Term Review Team.** Monitors and evaluates contractor performance for the period under consideration, utilizing the factors set forth in the plan. Makes written evaluations, completes the evaluation worksheets (Award Term Evaluation Form- see attachment) and formulates award term recommendations. Briefs the Award Term Approving Official on evaluations, when requested, and provides supporting data/documentation to support the assessment of performance. Prepares the evaluation report and accompanying narrative justification. Identifies potential improvement areas and areas of emphasis for the next succeeding evaluation period to the Team Chairman for later contractor debriefing.

**5.3.4 Contracting Officer.** Prepares and distributes contract modifications awarding the term authorized by the Award Term Approving Official. Maintains term documentation as part of the official order file. Retains historical files and other documentation relating to term matters for the contract.

**6.0 PERFORMANCE EVALUATION AND FACTORS**

MDA shall evaluate the contractor's performance in achieving contract requirements for the term periods using the evaluation factors below (as applicable). MDA may notify the contractor of areas where emphasis should be placed for an upcoming period.

**6.1 Evaluation Factors and Scoring**

The contractor's performance will be evaluated on the basis of factors with subjective rating criteria. (The following evaluation factors and rating criteria are an example and may be used with most orders—award term approving officials may tailor and add as applicable). An evaluation rating of "excellent" and "outstanding" shall only be given when the contractor's performance exceeds satisfactory:

**RESPONSIVENESS**

**Outstanding:** Totally responsive, flexible, and proactive to changes in direction and adapting resources to successfully deal with the changes. Project organization consistently assures on time or early responses to all deadlines. No adverse effect on productivity, performance or delivery.

**Excellent:** Very responsive and flexible to changes in direction and adapting resources to successfully deal with the changes. Project organization assures on time responses to short fuse deadlines in almost all cases. Rarely is there an adverse effect on productivity, performance or delivery.

**Satisfactory:** Met contract requirements. Adjusts easily to changes on many occasions. Little adverse effect on productivity, performance, or delivery.

**Marginal:** Meets contract requirements, generally. Occasional delays or difficulty in meeting suspenses. Overall responsiveness could be improved.

**Unsatisfactory:** Does not meet contract requirements.

**COMPLIANCE WITH MILESTONES/DELIVERABLES**

**Outstanding:** Impeccable record in meeting milestone/due dates, all of which are completed early, unless otherwise



directed by MDA.

**Excellent:** Exemplary record in meeting milestone/due dates, many of which are completed early.

**Satisfactory:** Met requirements. Schedule problems are usually identified in time for corrective action; milestones/due dates are almost always achieved and instances where they are not are of minor impact.

**Marginal:** Meets contract requirements generally, but some work may be late or need to be redone.

**Unsatisfactory:** Does not meet contract requirements.

#### **CONTRACT MANAGEMENT, REPORTING, AND SUPERVISION OF RESOURCES**

**Outstanding:** Provides extraordinarily motivated, competent, and professional personnel. Positive attitudes. Strong teamwork. Personnel need virtually no supervision and are highly proficient in their work. The contractor anticipates and plans for problem areas. Minimal personnel turnover. Resources are replaced, when necessary, without impacting workload or mission activities. Exceptionally formatted and complete reports are submitted in a timely and accurate manner. Team leads under a BPA team assemble a highly organized and successful team in which the members provide MDA with all needed skills and the members demonstrate strong skills and teamwork.

**Excellent:** Highly talented workforce that displays high motivation and successful teamwork. Personnel are competent and training is provided to upgrade or improve skills. Reports are of high quality and completeness. Efficient recruitment and personnel management. Supervision ensures quality performance, teamwork, and work efficiency.

**Satisfactory:** Met requirements. Communicative and capable management. Oversees activities in a very competent and professional manner. Direction of subcontractors or consultants meets and in some instances exceeds all requirements of the contract. Reports are thorough, accurate, self-explanatory and meet MDA expectations.

**Marginal:** Meets contract requirement generally, but occasional delays or mission impact occurs due to lack of communication, proficiency, high turnover, delays in replacing personnel or lack of supervision. Reports do not always meet expectations.

**Unsatisfactory:** Does not meet contract requirements.

#### **QUALITY**

**Outstanding:** Deliverables, products, services and other performance output almost always significantly exceed MDA needs and expectations. Quality consistently exceeds an acceptable level, in a way that is of great importance to MDA. Contractor is extremely dependable; work/products almost always exceed contract requirements or specifications. Contractor never delivers inaccurate or unsatisfactory goods or services; contractor demonstrates very high level of dedication and ability. Provides innovative solutions.

**Excellent:** Deliverables, products, services and other performance output consistently exceed MDA needs or expectations. Quality exceeds an acceptable level to a significant degree, contractor is highly dependable, and work/products frequently exceed contract requirements or specifications. Contractor never delivers inaccurate or unsatisfactory goods or services. Highly professional products.

**Satisfactory:** Met requirements. Deliverables, products, services or other performance output meet and sometimes exceed MDA needs and expectations, quality is above an acceptable level, output is very dependable, work is completed according to contract requirements and specifications and sometimes exceeds it. Output contains few, if any, non-conformances. Areas of inaccurate work or unsatisfactory results are minor and do not have a significant adverse impact on MDA mission.

**Marginal:** Meets contract requirements generally, but some lack the professional work that MDA expects.

**Unsatisfactory:** Does not meet contract requirements.

#### **COMMITMENT TO SMALL BUSINESS/DISADVANTAGED BUSINESS PROGRAMS**

**Outstanding:** Exceeded all proposed and planned commitments.

**Excellent:** Exceeded some proposed and planned commitments and achieved those that were not exceeded.

**Satisfactory:** Met all commitments or did not meet some planned commitments but demonstrated acceptable efforts to support small business programs.

**Marginal:** Met some commitments but did not demonstrate adequate efforts to achieve all planned commitments.

**Unsatisfactory:** Did not meet any commitments and failed to show adequate efforts to meet the planned commitments.

#### **COST MANAGEMENT (Applicable To Labor Hour And Time And Material Orders/CLINs) AND LABOR HOUR EFFICIENCY**

**Outstanding:** Cost controls are highly effective and consistently result in considerable savings. Costs are always below estimates and there are no cost overruns unless directed by MDA due to factors beyond contractor control.



**Labor hour** variances by labor category show exceptional management of labor mix and delivery of agreed skill sets. Variances are explained in a manner that shows benefit to the Government. Price requests for award term and option years are submitted with extremely clear documentation.

**Excellent:** Cost controls are highly effective and result in considerable savings on occasion. Costs are usually below estimates and there are no cost overruns unless directed by MDA due to factors beyond contractor control.

**Labor hour** variances by labor category show effective management of labor mix and delivery of hours. Variances are effectively managed and explained. Documentation for pricing in award term and option years, if applicable, is submitted without errors or omissions.

**Satisfactory:** Costs are in accordance with estimates and there are no cost overruns, unless directed by MDA due to factors beyond contractor control. There are initiatives and tools in place to facilitate cost control.

**Labor hour** variances show delivery of labor hours and skill sets in accordance with the agreed labor, qualifications and rates matrix. Documentation for pricing in award term and option years, if applicable, adequately supports the request(s) without requests for clarification and follow-up.

**Marginal:** Meets contract requirements, generally but it appears some projects could have been performed more efficiently with fewer labor hours or lower scaled labor categories.

**Labor hour** variances include many negative variances that are inadequately explained and that show a considerable lack of control of labor mix or neglect in meeting the requirements of the agreed labor, qualification, and rates matrix.

**Unsatisfactory:** Does not meet contract requirements.

## **6.2 Scoring for Award Term Eligibility**

To be eligible for the award term entitlement, the evaluation team's consensus scoring as discussed in Step 2 of Para 7 shall result in a score of excellent or higher in 4 of the 6 evaluation factors. This eligibility score may be raised after the basic year in recognition that effort to start and transition into the contract may result in a lower score in the first year. If any individual factor is scored Marginal or lower, the contractor will not be eligible for the award term.

(If more evaluation factors are added in future periods, the plan will be revised accordingly—the contractor must earn higher than satisfactory scores on the majority of evaluation factors).

## **6.3 Performance Evaluation Periods**

Evaluation areas for each performance evaluation period, as identified in paragraph 6.1 of this plan, will be reviewed for annual performance evaluations. Performance reviews will be held in accordance with the schedule at the clause of the contract entitled "Award Term."

## **7.0 PROCEDURES**

### **7.1 Step-by-Step Procedures for Award Term Evaluation Periods**

**Step 1.** Team members shall individually initiate their evaluation worksheets (Award Term Evaluation Form) within 5 calendar days after the end of each evaluation period. Informational sessions will be conducted at the end of the base year and again at the end of the Option Contract Year 2. The first official evaluation for eligibility will be conducted at the end of Option Contract Year 3. Evaluations will be completed in 10 calendar days and completed worksheets will be submitted to the Team Chairman (if one is appointed) or Award Term Approving Official. Team members shall be prepared to brief their evaluations to the Chairman if necessary.

**Step 2.** The Team will develop a consensus evaluation of contractor performance in the appropriate areas for the period, using the factors set forth in the plan. The Team shall review all evaluation material along with supporting documentation and may call additional technical and management advisors to provide supporting information as required. Recommendations of the Team, together with supporting justifications, shall be presented to the Award Term Approving Official for final decision on the contractor performance rating. Evaluation activities need to be completed at a point earlier than 90 calendar days after the end of each period being evaluated in order for the evaluation decision to be made and announced no later than 90 days after the period being evaluated.

**Step 3.** No later than 10 calendar days after the Award Term Approving Official receives the Team's recommendations, the Award Term Approving Official shall make a determination of the contractor's evaluation rating for the period. A brief summary narrative report highlighting contractor strengths and weaknesses shall be prepared. The announcement of Award

Term Approving Official's decision will be made no later than 90 days after the end of each period being evaluated as indicated in Step 4.

**Step 4.** The Contracting Officer shall provide the Award Term Approving Official notice of announcement to the contractor of the evaluation rating assigned. The notice shall be forwarded to the contractor not later 90 days after the end of the applicable evaluation period and the modification adding the award term entitlement will follow as soon as practicable following the notification.

**Step 5.** If the contractor requests a price adjustment in accordance with the Performance Award Term Clause, the Contracting Officer will negotiate the adjustment and issue a bilateral modification to the order with the new prices prior to commencement of work under the award term. The Contracting Officer will coordinate with the requirements office to ensure funds are planned to cover the price adjustment in the award term period.

**Step 6.** Prior to commencement of work under an award term period, the Contracting Officer will issue a modification to the order citing funds for the award term that reflect any price adjustment negotiated with the contractor pursuant to the Performance Award Term Clause.

In addition to the award term evaluations, the Award Term Approving Official will also consider, when making the award term decision, the annual Contractor Performance Assessment Report (CPARS) that was completed or is in the process of being completed on the contractor. Any inconsistencies between the award term evaluation and the CPARS shall be addressed in the Award Term Approving Official's narrative report and decision regarding the award term.



ATTACHMENT—SAMPLE CONTRACTOR  
AWARD TERM EVALUATION FORM

<b>Order N°</b>					
<b>PREPARED BY:</b>			<b>Value of Order:</b>		
			<b>Estimated Labor Hours (if applicable)</b>		
<b>PERFORMANCE PERIOD BEING EVALUATED:</b>					
<b>Award Term Scores</b>					
<b>EVALUATION FACTORS <sup>3</sup></b>	<b>OUTSTANDING Purple</b>	<b>EXCELLENT Blue</b>	<b>SAT Green</b>	<b>MARGINAL Yellow</b>	<b>UNSATISFACTORY Red</b>
RESPONSIVENESS					
MILESTONES/ DELIVERABLES					
MANAGEMENT OF RESOURCES, REPORTING, AND SUPERVISION					
QUALITY-OF WORK					
SMALL BUSINESS /DISADVANTAGED BUSINESS COMMITMENT					
MANAGEMENT OF COSTS IN LABOR HOURS OR REIMBURSABLE CHARGES					
<p><b>*COMMENTS (Explain how outstanding and excellent rating benefit MDA)</b></p> <p style="text-align: right; margin-top: 50px;"> <b>Signature of Evaluator</b>                      <b>Date</b> </p>					

**RESPONSIVENESS**

- Outstanding:** Totally responsive, flexible, and proactive to changes in direction and adapting resources to successfully deal with the changes. Project organization consistently assures on time or early responses to all deadlines. No adverse effect on productivity, performance or delivery.
- Excellent:** Very responsive and flexible to changes in direction and adapting resources to successfully deal with the changes. Project organization assures on time responses to short fuse deadlines in almost all cases. Rarely is there an adverse effect on productivity, performance or delivery.
- Satisfactory:** Met contract requirements. Adjusts easily to changes on many occasions. Little adverse effect on productivity, performance, or delivery.
- Marginal:** Meets contract requirements, generally but some delays in meeting suspenses. Overall responsiveness could be improved.
- Unsatisfactory:** Does not meet contract requirements.

**COMPLIANCE WITH MILESTONES/DELIVERABLES**

- Outstanding:** Impeccable record in meeting milestone/due dates, all of which are completed early, unless otherwise directed by MDA.
- Excellent:** Exemplary record in meeting milestone/due dates, many of which are completed early.
- Satisfactory:** Met requirements. Schedule problems are usually identified in time for corrective action; milestones/due dates are almost always achieved and instances where they are not are of minor impact.
- Marginal:** Meets contract requirements generally, but some work may be late or need to be redone.
- Unsatisfactory:** Does not meet contract requirements.

**CONTRACT MANAGEMENT, REPORTING, AND SUPERVISION OF RESOURCES**

- Outstanding:** Provides extraordinarily motivated, competent, and professional personnel. Positive attitudes. Strong teamwork. Personnel need virtually no supervision and are highly proficient in their work. The contractor anticipates and plans for problem areas. Minimal personnel turnover. Resources are replaced, when necessary, without impacting workload or mission activities. Exceptionally formatted and complete reports are submitted in a timely and accurate manner. Team leads under a BPA team assemble a highly organized and successful team in which the members provide MDA with all needed skills and the members demonstrate strong skills and teamwork.
- Excellent:** Highly talented workforce that displays high motivation and successful teamwork. Personnel are competent and training is provided to upgrade or improve skills. Reports are of high quality and completeness. Efficient recruitment and personnel management. Supervision ensures quality performance, teamwork, and work efficiency.
- Satisfactory:** Met requirements. Communicative and capable management. Oversees activities in a very competent and professional manner. Direction of subcontractors or consultants meets and in some instances exceeds all requirements of the contract. Reports are thorough, accurate, self-explanatory and meet MDA expectations.
- Marginal:** Meets contract requirement generally, but occasional delays or mission impact occurred due to lack of communication, proficiency, high turnover, delays in replacing personnel or lack of supervision. Reports do not always meet expectations.
- Unsatisfactory:** Does not meet contract requirements.

**QUALITY**

- Outstanding:** Deliverables, products, services and other performance output almost always significantly exceed MDA needs and expectations. Quality consistently exceeds an acceptable level, in a way that is of great importance to MDA. Contractor is extremely dependable; work/products almost always exceed contract requirements or specifications. Contractor never delivers inaccurate or unsatisfactory goods or services; contractor demonstrates very high level of dedication and ability. Provides innovative solutions.
- Excellent:** Deliverables, products, services and other performance output consistently exceed MDA needs or expectations. Quality exceeds an acceptable level to a significant degree, contractor is highly dependable, and work/products frequently exceed contract requirements or specifications. Contractor never delivers inaccurate or unsatisfactory goods or services. Highly professional products.
- Satisfactory:** Met requirements. Deliverables, products, services or other performance output meet and sometimes exceed MDA needs and expectations, quality is above an acceptable level, output is very dependable, work is completed according to contract requirements and specifications and sometimes exceeds it. Output contains few, if any, non-conformances. Areas of inaccurate work or unsatisfactory results are minor and do not have a significant adverse impact on MDA mission.
- Marginal:** Meets contract requirements generally, but some lack the professional work that MDA expects.
- Unsatisfactory:** Does not meet contract requirements.

**COMMITMENT TO SMALL BUSINESS/DISADVANTAGED BUSINESS PROGRAMS**

- Outstanding:** Exceeded all proposed and planned commitments.
- Excellent:** Exceeded some proposed and planned commitments and achieved those that were not exceeded.
- Satisfactory:** Met all commitments or did not meet some planned commitments but demonstrated acceptable efforts to support small business programs.
- Marginal:** Met some commitments but did not demonstrate adequate efforts to achieve all planned commitments.
- Unsatisfactory:** Did not meet any commitments and failed to show adequate efforts to meet the planned commitments.

**COST MANAGEMENT (Labor Hour And Time And Material Orders/CLINs) AND LABOR HOUR EFFICIENCY**

- Outstanding:** Cost controls are highly effective and consistently result in considerable savings. Costs are always below estimates and there are no cost overruns unless directed by MDA due to factors beyond contractor control.  
**Labor Hour** variances by labor category show exceptional management of labor mix and delivery of agreed skill sets. Variances are explained in a manner that shows benefit to the Government. Price requests for award term and option years are submitted with extremely clear documentation.
- Excellent:** Cost controls are highly effective and result in considerable savings on occasion. Costs are usually below estimates and there are no cost overruns unless directed by MDA due to factors beyond contractor control.  
**Labor hour** variances by labor category show effective management of labor mix and delivery of hours. Variances are effectively managed and explained. Documentation for pricing in award term and option years, if applicable, are submitted without errors or omissions.
- Satisfactory:** Costs are in accordance with estimates and there are no cost overruns, unless directed by MDA due to factors beyond contractor control. There are initiatives and tools in place to facilitate cost control.  
**Labor hour** variances show delivery of labor hours and skill sets in accordance with the agreed labor, qualifications and rates matrix. Documentation for pricing in award term and option years, if applicable, adequately supports the request(s) without requests for clarification and follow-up.
- Marginal:** Meets contract requirements, generally but it appears some projects could have been performed more efficiently with fewer labor hours or lower scaled labor categories. **Labor hour** variances include many negative variances that are inadequately explained and that show a considerable lack of control of labor mix or neglect in meeting the requirements of the agreed labor, qualification, and rates matrix.
- Unsatisfactory:** Does not meet contract requirements.

**PLANNING, PROGRAMMING, & BUDGETING SYSTEM  
(PPBS) NON-DISCLOSURE AGREEMENT**

*Ballistic Missile Defense System (BMDS)-related PPBS data:* Current or future PPBS data regarding any activity relating to the BMDS 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 that strategy; prioritizes the resources for effectively accomplishing 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 BMDS Program or any of its related projects.

**CERTIFICATION**

*The undersigned understands, acknowledges, and agrees:*

a. To read and comply with the applicable provisions of the "Contractor Access to Planning, Programming, and Budgeting System (PPBS) Data" clause of the contract indicated below.

b. That any BMDS-related PPBS 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 BMDS-related PPBS 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 BMDS-related PPBS data. Inquiries by unauthorized persons should be referred to the Contracting Officer's Representative (COR) or the Contracting Officer. *(Verification of companies authorized to maintain BMDS-related PPBS data and individuals who have signed agreements can be obtained from the \*MDA Contracting Officer or the Director, Financial Management [POF], MDA.)*

d. Not to transport (by any medium), process, or maintain BMDS-related PPBS 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 BMDS-related PPBS data.

f. To notify the \*MDA Contracting Officer or Director, POF, MDA, promptly if any non-Government person(s) or company(s) requests access to BMDS-related PPBS data.

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

\_\_\_\_\_  
(Signature of Individual Requiring Access to PPBS Data)

\_\_\_\_\_  
(Prime Contractor Name)

\_\_\_\_\_  
(Print or Type Name - Last, First, MI)

\_\_\_\_\_  
(Prime Contract Number(s))

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Contract Period of Performance)

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\_\_\_\_\_  
(Print or Type Name of Employer)

\_\_\_\_\_  
(Primary Task Order, if applicable)

Briefly describe the activities which require your access to BMDS-related PPBS data:

**AUTHORIZATION**

COR/Government Employee Sponsor:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Last Name)

Director, Financial Management (POF),  
MDA: (Check one box below)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Last Name)

PPBS Access Approved [ ☐ ]      PPBS Access Denied [ ☐ ]

\*Contracts awarded or managed by MDA.

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

**PLANNING**

Defense Planning Guidance

**PROGRAMMING**

Fiscal Guidance (when separate from Defense Planning Guidance)

Program Objective Memoranda (POM)

POM Defense Program (formerly FYDP) documents--(POM Defense Program,  
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 for September Budget Estimate  
Submission (BES) & President's BES including Procurement (P-1), RDT&E

(R-1), & Construction (C-1) Program Annexes

Classified P-1, R-1, & C-1 Program Annexes

Program Budget Decisions (PBD)/Defense Management Review Decisions

Reports Generated by the Automated Budget Review System (BRS)

DD Form 1414 Base for Reprogramming

DD Form 1416 Report of Programs

Contract Award Reports

Congressional Data Sheets

Congressional Descriptive Summary

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