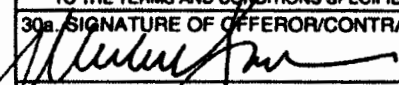
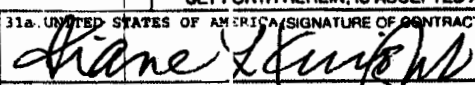


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 18	
2. CONTRACT NO. GS-23F-0025K		3. AWARD/EFFECTIVE DATE 20-Aug-2003		4. ORDER NUMBER HQ0006-03-F-0019		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL		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 <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> SBA SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO MISSILE DEFENSE AGENCY (MDA) AL LAZARUS 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/ OFFEROR BOOZ ALLEN & HAMILTON, INC 8283 GREENSBORO DRIVE MCLEAN VA 22102-3838 TEL: (703) 902-4690		CODE 17038		18a. PAYMENT WILL BE MADE BY DAO-DFAS-IN-AKA 8899 EAST 56TH STREET INDIANAPOLIS IN 46249-1325			
<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 type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA See Schedule		26. TOTAL AWARD AMOUNT \$2,553,013.00 EST	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 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"/>			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 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 (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 8/18/03			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Michael C. Saunders		30c. DATE SIGNED 8/15/03		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Diane L. Knight		31d. EMAIL:	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print) 42b. RECEIVED AT (Location) 42c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS	
				39. S/R VOUCHER NUMBER		40. PAID BY	

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STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 18	
2. CONTRACT NO. GS-23F-0025K		3. AWARD/EFFECTIVE DATE 20-Aug-2003		4. ORDER NUMBER HQ0006-03-F-0019		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) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 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 MISSILE DEFENSE AGENCY (MDA) AL LAZARUS 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/ OFFEROR BOOZ ALLEN & HAMILTON, INC. 8283 GREENSBORO DRIVE MCLEAN VA 22102-3838 TEL. (703) 902-4690		CODE 17038		18a. PAYMENT WILL BE MADE BY DAO-DFAS-IN-AKA 8899 EAST 56TH STREET INDIANAPOLIS IN 46249-1325			
<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 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 \$2,553,013.00 EST	
<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 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) <i>Diane L. Knight</i>		31c. DATE SIGNED 18-Aug-2003			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) DIANE L. KNIGHT / CONTRACTING OFFICER TEL: (703) 486-0674 EMAIL: Diane.Knight@mda.osd.mil			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		32c. DATE		33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		41c. DATE		38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor FFP Services in support of the MDA/IN Integrated SETA in accordance with the Statement of Objectives (SOO) (Attachment 1) to provide the equivalent of (b)(4) man-years (MY) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 6) and Management Plan (Attachment 7).	12	Months	(b)(4)	(b)(4)
NET AMT					(b)(4)
ACRN AA Funded Amount					(b)(4)
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	ODC's COST Other Direct Costs to support MDA/IN in accordance with the SOO (Attachment 1).		Lot		
ESTIMATED COST					\$100,000.00 (EST.)
ACRN AA Funded Amount					\$2,000.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	CDRL's		Lot		NSP

Provide data reports for CLIN 0001 in accordance with the CDRL, DD Form 1423-1.

NET AMT

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101	Labor	12	Months	(b)(4)	(b)(4)
OPTION	FFP				

Services in support of the MDA/IN Integrated SETA in accordance with the Statement of Objectives (SOO) (Attachment 1) to provide the equivalent of (b)(4) man-years (MY) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 6) and Management Plan (Attachment 7).

NET AMT

(b)(4)

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102	ODC's		Lot		
OPTION	COST				
	Other Direct Costs to support MDA/IN in accordance with the SOO (Attachment 1).				
				ESTIMATED COST	\$100,000.00 (EST.)
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103	CDRL's		Lot		NSP
OPTION					
	Provide data reports for CLIN 0001 in accordance with the CDRL, DD Form 1423-1.				

NET AMT

Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201		12	Months	(b)(4)	(b)(4)
OPTION	Labor FFP Services in support of the MDA/IN Integrated SETA in accordance with the Statement of Objectives (SOO) (Attachment 1) to provide the equivalent of 14.75 man-years (MY) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 6) and Management Plan (Attachment 7).				
NET AMT					(b)(4)
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202			Lot		
OPTION	ODC's COST Other Direct Costs to support MDA/IN in accordance with the SOO (Attachment 1).				
ESTIMATED COST					\$100,000.00 (EST.)
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203			Lot		NSP
OPTION	CDRL's				

Provide data reports for CLIN 0001 in accordance with the CDRL, DD Form 1423-1.

NET AMT

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301		12	Months	(b)(4)	(b)(4)
OPTION	Labor FFP				

Services in support of the MDA/IN Integrated SETA in accordance with the Statement of Objectives (SOO) (Attachment 1) to provide the equivalent of (b)(4) man-years (MY) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 6) and Management Plan (Attachment 7).

NET AMT

(b)(4)

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302			Lot		
OPTION	ODC's COST				
	Other Direct Costs to support MDA/IN in accordance with the SOO (Attachment 1).				

ESTIMATED COST

\$100,000.00 (EST.)

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0303			Lot		NSP
OPTION	CDRL's				

Provide data reports for CLIN 0001 in accordance with the CDRL, DD Form 1423-1.

 NET AMT

Funded Amount

\$0.00

FOB: Destination

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 20-AUG-2003 TO 19-AUG-2004	N/A	MISSILE DEFENSE AGENCY (MDA) AL LAZARUS 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703 614-5277 FOB: Destination	HQ0006
0002	POP 20-AUG-2003 TO 19-AUG-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0003	POP 20-AUG-2003 TO 19-AUG-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0101	POP 20-AUG-2004 TO 19-AUG-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0102	POP 20-AUG-2004 TO 19-AUG-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0103	POP 20-AUG-2004 TO 19-AUG-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006

0201	POP 20-AUG-2005 TO 19-AUG-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0202	POP 20-AUG-2005 TO 19-AUG-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0203	POP 20-AUG-2005 TO 19-AUG-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0301	POP 20-AUG-2006 TO 19-AUG-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0302	POP 20-AUG-2006 TO 19-AUG-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0303	POP 20-AUG-2006 TO 19-AUG-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006

ACCOUNTING AND APPROPRIATION DATA

AA: 9730400.2520 40603880C 2525 012123 BMD00135144583
AMOUNT: (b)(4)

CLAUSES INCORPORATED BY FULL TEXT

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 monthly price 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 d. below will not be included in CLIN 0001 (and respective CLINs for each option year). Stated prices for each of the last two option years may be adjusted subject to the terms of clause #12.

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, a typical, 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 agreed to by the parties as specified in Attachment 6, Labor Mix, Qualifications and Rates Matrix submitted as part of the Offer. Minor variations in staffing and skill mix are mutually understood as appropriate outcome of the work environment. There are ten (10) Government observed holidays.

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

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 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 #10. and #11. 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 and the terms and conditions of the MDA Master Agreement HQ0006-02-H-0001 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." NOTE: At the Contractor's option either the DD Form 250 or copies of the SF 1449 on which this order has been issued may be utilized as the Material Inspection and Receiving Report required by this clause. If the SF 1449 is elected, the Contractor shall insert the words "RECEIVING REPORT" in item 20 and make the appropriate entry in item 33 of all copies of the document prior to making the required minimum distribution. NOTWITHSTANDING THE PROVISION OF DFARS APPENDIX F, THE CONTRACTOR SHALL MAKE THE FOLLOWING MINIMUM DISTRIBUTION: FIVE (5) COPIES TO THE CONTRACTING OFFICER'S REPRESENTATIVE FOR FURTHER DISTRIBUTION IN ACCORDANCE WITH PARAGRAPH B, CONTRACTING OFFICER'S REPRESENTATIVE BELOW. 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 32a and 33 of the SF 1449 or Items 21 and 22 of the DD Form 250) required by this order as verification that the specified supplies have been delivered. The COR will distribute the signed receiving reports as follows:

- (1) Copy to the Paying Office (with invoice)
- (1) Copy to the Contracting Officer
- (1) Copy to the COR's File
- (1) Copy to the Contractor

NOTE: The COR does not have the authority to change any of the terms and conditions of this order. Monthly invoices will be sent to the COR for review/approval/acceptance. The COR will verify charges are accurate and will sign acceptance on the bottom of the SF 1449 and provide a copy to the DFAS office to make payment.

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 monthly unit price
 - ODC CLINs – itemized costs

b. The contractor'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 monthly unit price, or itemized costs.

3. PERIOD OF PERFORMANCE

The period of performance for this task order is the effective date of this order to 12 months for the base period (12 months for each option period, if exercised) from the effective date of this order. Unless otherwise stated by the Contracting Officer, any extension to the contractor's GSA Federal Supply Service Schedule Contract shall apply to this order, and any subsequent option exercise when awarded pursuant to this Task Order.

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. 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.

8. LOCATION OF PERFORMANCE

All work under CLIN 0001 (and respective CLINs for each option year) will be performed at MDA Headquarters currently at FOB2, Arlington, Virginia. MDA is providing workstations for 4 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.

9. KEY STAFF

The Contractor shall notify and obtain the approval of the Contracting Officer and Contracting Officer's Representative prior to making any changes in key staff. If replacing key staff the Contractor shall adhere to the following: (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; or (2) the added person's qualifications are equal to or better than the desired qualifications of this task order.

10. 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 3rd 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 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 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 recompet 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.

11. 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.

12. 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 five-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 price at the award of the order.

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.

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. CLAUSES INCORPORATED BY FULL TEXT

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)

(a) Contract line item(s) 0001 through 0002 are incrementally funded. For these item(s), the sum of \$400,000.00 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) 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 will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) 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 (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

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

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

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

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

On execution of contract.....\$400,000.00

month day, year.....\$

month day, year \$

month day, year \$

(End of clause)

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Contract Data		25-MAR-2003
	Requirements List (CDRL)		
Attachment 1	Statement of Objectives		25-MAR-2003
Attachment 2	OCI/Disclosure Form		25-MAR-2003
Attachment 3	DD Form 254		25-MAR-2003
Attachment 4	PPBS Non-Disclosure Agreement		25-MAR-2003
Attachment 5	Award Term Plan		25-MAR-2003
Attachment 6a	Staffing Matrix, BAH		
Attachment 6b	Staffing Matrix, PRA		
Attachment 7	Management Plan		

Statement of Objectives for IN Threat Program Office SETA Support

Program Objectives

- Program Objective 1 MDA Director's Daily Intelligence Read Book
- Program Objective 2 Missile Defense Threat Assessment (MDTA)
- Program Objective 3 Aerodynamic Missile Defense Threat Assessment (AMDTA)
- Program Objective 4 Briefing Support
- Program Objective 5 Service STAR Annexes
- Program Objective 6 MDA Threat Watch
- Program Objective 7 Threat Activities Reports
- Program Objective 8 Intelligence Production Requirements (PRs)
- Program Objective 9 Program Management Directives (PMDs)
- Program Objective 10 Technical Support Services
- Program Objective 11 Asymmetric Threat Support
- Program Objective 12 Threat Analysis Cell
- Program Objective 13 Administrative Coordinator
- Program Objective 14 Threat Library

NOTE - In order to support the requirements under this Statement of Objective, the contractor must have access to an accredited Sensitive Compartmented Information Facility (SCIF) within thirty (30) days of task order start date.

Statement of Objectives for IN Threat Program Office SETA Support

Objective Category	TASK DESCRIPTION/OBJECTIVES
1.0	<u>Program Objective 1</u> Maintain MDA Director's Daily Intelligence Read Book <ul style="list-style-type: none">- Compile book of daily Intelligence Community publications- Highlight and tab information of MDA interest- Maintain books and access rosters- Manage accounting and disposal of classified material
2.0	<u>Program Objective 2</u> Missile Defense Threat Assessment (MDTA) <ul style="list-style-type: none">- Develop draft- Coordinate draft with Intelligence Community (IC)- Integrate IC comments- Publish and distribute the document
3.0	<u>Program Objective 3</u> Aerodynamic Missile Defense Threat Assessment (AMDTA) <ul style="list-style-type: none">- Develop draft- Coordinate draft with Intelligence Community (IC)- Integrate IC comments- Publish and distribute the document
4.0	<u>Program Objective 4</u> Briefing Support <ul style="list-style-type: none">- Provide backup research support and run audiovisual aids for weekly Director's intelligence update- Maintain Deputy Director's secret level threat briefing- Maintain MDA/IN's unclassified threat briefing

Statement of Objectives for IN Threat Program Office SETA Support

5.0	<u>Program Objective 5</u> Service System Threat Assessment Report (STAR) Annexes <ul style="list-style-type: none">- Review Service STARs to ensure technical accuracy and consistency with the MDTA and the AMDTA- Prepare comments- Attend review meetings to resolve differences
6.0	<u>Program Objective 6</u> MDA Threat Watch <ul style="list-style-type: none">- Review intelligence sources, recommend articles of interest to MDA- Develop monthly draft- Publish and distribute document
7.0	<u>Program Objective 7</u> Preparation and Submission of Threat Activities Reports <ul style="list-style-type: none">- Monthly consolidated activities report- Monthly executing agent report- Quarterly missile defense threat design description report
8.0	<u>Program Objective 8</u> Intelligence Production Requirements (PRs) <ul style="list-style-type: none">- Identify intelligence gaps- Draft/update PRs- Submit PRs to DIA for validation- Coordinate with Intelligence Community to ensure timely and adequate responses
9.0	<u>Program Objective 9</u> Program Management Directives (PMDs) <ul style="list-style-type: none">- Prepare MDA/IN's PMD- Maintain supporting data on PMD funds- Monitor PMD task progress- Maintain status of unfunded requirements

Statement of Objectives for IN Threat Program Office SETA Support

10.0	Program Objective 10 Technical Support Services <ul style="list-style-type: none"> - Respond to requests from MDA staff and elements for threat data - Research and respond to threat questions from MDA staff and elements - Conduct research for threat portions of Congressional testimonies, reports, and inquiries - Review ballistic missile defense development documents to ensure consistent threat information - Represent MDA/IN at ballistic missile defense meetings - Prepare papers on specialized threat topics
11.0	Program Objective 11 Asymmetric Threat Support <ul style="list-style-type: none"> - Research asymmetric threat issues - Prepare briefings for twice monthly presentations
12.0	Program Objective 12 Threat Analysis Cell Conduct first-level analysis of current ballistic missile events/developments to produce: <ul style="list-style-type: none"> - 1-2 page spot reports - 4-6 page intelligence reports - 10 page intelligence studies - Special topic briefings
13.0	Program Objective 13 Administrative Coordinator <ul style="list-style-type: none"> - Accomplish all administrative tasks required by MDA/IN - Maintain schedules and complete travel arrangements - Track office projects to ensure required action and documentation are completed by suspense date - Manage office mail, visitors, and telephone calls - Manage computer and office equipment and supplies - Assist with security duties
14.0	Program Objective 14 Threat Library <ul style="list-style-type: none"> - Maintain library of missile defense intelligence information - Maintain searchable database of all holdings - Maintain notebook with unclassified descriptions of all ballistic and aerodynamic missiles

04/08/03

Attachment 2
HQ0006-03-F-0019

OCI ANALYSIS/DISCLOSURE FORM

1. Contract Number		2. Program Title	
HQ0006-03-F-0019		IN Threat Program Office SETA Support	
3. Contractor Name and Address		4. Telephone Number and POC	
5. Type of work to be performed under this solicitation:			
(a) Providing Systems Engineering and Technical Direction ()			
(b) Preparing Specifications or Work Statements ()			
(c) Providing Technical Evaluation or Advisory & Assistance Services (x)			
Other MDA or BMD-related work requiring analysis and determination:		6. Contract Number and Program Title	
7. Brief Summary/Description of work performed under Block 6 action:			
8. Relationship between requirements of Block 1 action and work performed under Block 6 action (If None, State Why):			
9. Offeror/Contractor OCI Evaluation and Assessment (If either answer is yes, attach a copy of the SOW and complete Block 10):			
(a) Does Actual OCI exist? () Yes () No			
(b) Does Potential OCI exist? () Yes () No			
10. Summary of actual/potential OCI, including actions planned to avoid, neutralize, or mitigate conflict or potential conflict:			
11. Typed Name of Responsible Official		12. Signature	13. Date
14. Typed Name of Contracting Officer		15. Approval Signature	16. Date
JOHN B. RICHARDSON			

04/08/03

Attachment 2
HQ0006-03-F-0019

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.

DD FORM 254

PAGES 26 TO 34

WITHHELD IN TOTAL
FOIA EXEMPTION (b)(2)

**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)

04/08/03

Attachment 04
HQ0006-03-F-0019

(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

AWARD TERM PLAN

1.0 INTRODUCTION

This Award Term Plan (hereinafter referred to as the "Plan") serves as the charter which 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, 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, 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, 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.

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 efforts 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 or 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.

04/08/03

Attachment 05
HQ0006-03-F-0019ATTACHMENT—SAMPLE CONTRACTOR
AWARD TERM EVALUATION FORM

Order N^o					
PREPARED BY:			Value of Order:		
			Estimated Labor Hours (if applicable)		
PERFORMANCE PERIOD BEING EVALUATED:					
Award Term Scores					
EVALUATION FACTORS³	OUTSTANDING Purple	EXCELLENT Blue	SAT Green	MARGINAL Yellow	UNSATISFACTORY Red
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>*COMMENTS (Explain how outstanding and excellent rating benefit MDA)</p> <p style="text-align: right; margin-top: 50px;"> Signature of Evaluator Date </p>					

RESPONSIVENESS

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- Unsatisfactory:** Does not meet contract requirements

PRICE FORMAT
RFP REFERENCE NO. HQ0006-03-Q-0012
SAMPLE

Team Lead Company Name: Proposal Reference CLIN 0001 (and respective CLINs for each option year)																
POP 0001001 - 0001004				POP 0001004 - 0001006			POP 0001006 - 0001008			POP 0001008 - 0001007			TOTAL			
ELEMENTS		CONTRACT BASE - YEAR 1			OPTION - CONTRACT YEAR 2			OPTION - CONTRACT YEAR 3			OPTION - CONTRACT YEAR 4			CONTRACT		
TEAM LEAD - XYZ Corp.																
1a. Direct Labor Dollars - On Site		Hours	Rate	Total	Hours	Rate	Total	Hours	Rate	Total	Hours	Rate	Total	Hours	Total	
Senior Analyst																
GSA Schedule Labor Category		1,880	\$50.00	\$94,000	1,880	\$55.00	\$103,400	1,880	\$60.00	\$112,800	1,880	\$65.00	\$122,200	7,520	\$432,400	
Analyst																
GSA Schedule Labor Category		1,880	\$30.00	\$56,400	1,880	\$35.00	\$66,000	1,880	\$40.00	\$75,400	1,880	\$45.00	\$84,600	7,520	\$206,800	
GSA Schedule Labor Category		1,880	\$30.00	\$56,400	1,880	\$35.00	\$66,000	1,880	\$40.00	\$75,400	1,880	\$45.00	\$84,600	7,520	\$206,800	
Administrative Specialist																
GSA Schedule Labor Category		1,880	\$15.00	\$28,200	1,880	\$20.00	\$37,600	1,880	\$25.00	\$47,000	1,880	\$30.00	\$56,400	7,520	\$169,200	
Total Labor On-Site		7,520		\$197,400	7,520		\$235,000	7,520		\$272,600	7,520		\$310,200	30,080	\$1,015,200	
1b. Direct Labor Dollars Off Site																
Program Manager																
GSA Schedule Labor Category		1,880	\$100.00	\$188,000	1,880	\$105.00	\$197,400	1,880	\$110.00	\$206,800	1,880	\$115.00	\$216,200	7,520	\$608,400	
Senior Analyst																
GSA Schedule Labor Category		1,880	\$60.00	\$112,800	1,880	\$65.00	\$122,200	1,880	\$70.00	\$131,600	1,880	\$75.00	\$141,000	7,520	\$507,600	
GSA Schedule Labor Category		1,880	\$60.00	\$112,800	1,880	\$65.00	\$122,200	1,880	\$70.00	\$131,600	1,880	\$75.00	\$141,000	7,520	\$507,600	
Analyst																
GSA Schedule Labor Category		1,880	\$40.00	\$75,600	1,880	\$45.00	\$84,000	1,880	\$50.00	\$94,400	1,880	\$55.00	\$103,800	7,520	\$206,800	
GSA Schedule Labor Category		1,880	\$40.00	\$75,600	1,880	\$45.00	\$84,000	1,880	\$50.00	\$94,400	1,880	\$55.00	\$103,800	7,520	\$206,800	
GSA Schedule Labor Category		1,880	\$40.00	\$75,600	1,880	\$45.00	\$84,000	1,880	\$50.00	\$94,400	1,880	\$55.00	\$103,800	7,520	\$206,800	
GSA Schedule Labor Category		1,880	\$40.00	\$75,600	1,880	\$45.00	\$84,000	1,880	\$50.00	\$94,400	1,880	\$55.00	\$103,800	7,520	\$206,800	
GSA Schedule Labor Category		1,880	\$40.00	\$75,600	1,880	\$45.00	\$84,000	1,880	\$50.00	\$94,400	1,880	\$55.00	\$103,800	7,520	\$206,800	
GSA Schedule Labor Category		470	\$40.00	\$18,800	470	\$45.00	\$21,150	470	\$50.00	\$23,500	470	\$55.00	\$25,850	1,880	\$206,800	
Associate Analyst																
GSA Schedule Labor Category		470	\$30.00	\$14,100	470	\$35.00	\$16,450	470	\$40.00	\$18,800	470	\$45.00	\$21,150	1,880	\$206,800	
Engineer																
GSA Schedule Labor Category		1,880	\$60.00	\$112,800	1,880	\$65.00	\$122,200	1,880	\$70.00	\$131,600	1,880	\$75.00	\$141,000	7,520	\$507,600	
Administrative Specialist																
GSA Schedule Labor Category		470	\$20.00	\$9,400	470	\$25.00	\$11,750	470	\$30.00	\$14,100	470	\$35.00	\$16,450	1,880	\$51,700	
Total Labor Off-Site		20,210		\$836,600	20,210		\$961,750	20,210		\$1,066,900	20,210		\$1,162,050	80,840	\$4,037,300	
1. Total Labor		27,730		\$1,034,000	27,730		\$1,186,750	27,730		\$1,339,500	27,730		\$1,492,250	110,920	\$5,052,500	
2. Team Members																
Team Member A (see detail)*				Link to totals			Link to totals			Link to totals			Link to totals			
Team Member B (see detail)*																
Total Team				\$50,000			\$50,000			\$50,000			\$50,000		\$200,000	
3. Total Other Direct Costs				\$100,000			\$100,000			\$100,000			\$100,000		\$400,000	
4. TOTAL PRICE				1,184,000			1,336,750			1,489,500			1,642,250		6,652,500	

*Insert total from Team Member Attachment 6 and ensure Team Member Attachment 6 is provided.

Photon Research Associates, Inc Labor Mix, Qualifications and Rates Matrix

MDA Office Code: CLIN 0004 (and respective Option CLINs) Task Description: IN Threat Program Office SETA Support

MDA Requirements							Offer														
Labor Category	SYNOPSIS Location (See Note 1)		Degree	EDUCATION/EXPERIENCE			GSA Schedule Number; Labor Category; Name of Personnel (See Note at Bottom)	MYE by Location		Employment Status		QUALIFICATIONS				Security Clearance (See Note 2)		Schedule Labor Rate			
	On	Off		Yes, Gen Experience	Yes, Spec Experience	Active Security Clearance		On	Off	Employee	Signed Letter	PhD	MA/ MS	BA/ BS	AA/AS	Yes, Gen Experience	Yes, Spec Experience	On	Off		
Program Manager*		1	BA/BS	10	5	TS/SCI											79	5	On	Off	
Senior Analyst*	1	2	BA/BS	7	4	TS/SCI															
Analyst*	2	4	BA/BS	5	3	TS/SCI															

* KEY PERSONNEL - Resumes are required.

OFFEROR INPUT
Insert Name of Proposed Person, USA Schedule and Labor Category Title that best fit MDA requirements on same row

Note - At a minimum, 75% of personnel (to include the Team Lead Program Manager) requiring TOP SECRET/SCI clearances and 100% of personnel requiring secret on task order start date (approximately 30 days after task order award date) and 90% within 60 days of award. The Team Lead will be responsible for ensuring any unclassified personnel throughout the FOR2 facility. Offerors must indicate on the Staffing Matrix (RFQ Attachment 5) and individual resumes (RFQ Attachment 7 or 8) Staff whose clearances are pending.

Note 1 - Staff may be proposed as less than 100% dedicated (e.g. 1 MYE may be split into two individuals at .5 MYE each). Offerors should note that proposing a highly fragmented staff may be viewed as a risk by the Government.

Note 2 - For staff whose security clearance is pending the offeror may mark "N" for pending under the appropriate "Active Security Clearance" column. The offeror may complete the "Personnel Qualifications" section of the "Qualification Summary" its plan for obtaining security clearances for individuals marked "pending" in a timely fashion.

PRICE FORMAT

ATTACHMENT 6a and 6b

PAGES 47 TO 50

WITHHELD IN TOTAL

FOIA EXEMPTION (b)(4)

AND

FOIA EXEMPTION (b)(6)

MANAGEMENT PLAN

PAGES 51 TO 54

WITHHELD IN TOTAL

FOIA EXEMPTION (b)(4)

CONTRACT DATA REQUIREMENTS LIST						Form Approved			
(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>									
A. CONTRACT LINE ITEM NO. 0003, 0103, 0203, 0303		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER X					
D. SYSTEM/ITEM IN SETA Support Services			E. CONTRACT/PR NO. HQ0006-03-F-0019		F. CONTRACTOR Booz Allen Hamilton				
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM Status Report			3. SUBTITLE Monthly Status Report				
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80368/T, Jun. 1987			5. CONTRACT REFERENCE See Block 16		6. REQUIRING OFFICE MDA/IN				
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED C		10. FREQUENCY MONTHLY		12. DATE OF FIRST SUBMISSION 35DAC			
8. APP CODE N/A				11. AS OF DATE 0		13. DATE OF SUBSEQUENT SUBMISSION 20DARP			
16. REMARKS 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/IN word processing, spreadsheet, and database applications.						14. DISTRIBUTION			
						a. ADDRESSEE		b. COPIES	
								DRAFT	FINAL
								Reg	Repro
						MDA/CT		0	1
						MDA/IN		1	1
						MDA/PIA – Data Manager		0	LT
						15. Total		0	2

G. PREPARED BY AI Lazarus, MDA/IN		H. DATE 25 MAR 03		I. APPROVED BY Mr. Robert Koster, MDA/PIA		J. DATE 25 MAR 03	
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CONTRACT DATA REQUIREMENTS LIST						Form Approved			
(1 Data Item)						OMB No. 0704-0188			
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.									
A. CONTRACT LINE ITEM NO. 0003, 0103, 0203, 0303		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER X					
D. SYSTEM/ITEM IN SETA Support Services			E. CONTRACT/PR NO. HQ0006-03-F-0019		F. CONTRACTOR Booz Allen Hamilton				
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM Technical Report – Study/Services			3. SUBTITLE				
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508/T, Jan. 1988			5. CONTRACT REFERENCE See Block 16		6. REQUIRING OFFICE MDA/IN				
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED N/A		10. FREQUENCY ASREQ		12. DATE OF FIRST SUBMISSION 35DAC			
8. APP CODE A		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION See Block 16		14. DISTRIBUTION			
16. REMARKS 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/IN word processing, spreadsheet, and database applications.						a. ADDRESSEE		b. COPIES	
								DRAFT FINAL	
								Reg Repro	
						MDA/CT		LT	
						MDA/IN		1 1	
						MDA/PIA – Data Manager		0 LT	
						15. Total		0 1	
G. PREPARED BY Al Lazarus, MDA/IN			H. DATE 25 MAR 03		I. APPROVED BY Mr. Robert Koster, MDA/PIA		J. DATE 25 MAR 03		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 14-Oct-2003		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOOZ ALLEN & HAMILTON, INC. 8283 GREENSBORO DRIVE MCLEAN VA 22102-3838				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-03-F-0019			
				X 10B. DATED (SEE ITEM 13) 20-Aug-2003			
CODE 17038		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 "Limitation of Government Obligation"							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DIANE L. KNIGHT / CONTRACTING OFFICER, CTS TEL: (703) 486-0674 EMAIL: Diane.Knight@mda.osd.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <i>Diane L. Knight</i> (Signature of Contracting Officer)		16C. DATE SIGNED 16-Oct-2003	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

Summary for the Payment Office

The purpose of this modification is to: (1) provide incremental funding in the amount of (b)(4) (2) increase ACRN AA by (b)(4) (3) add ACRN AB in the amount of (b)(4) and (4) add the estimated funds exhaust date.

As result of this modification, incremental funds in the amount of (b)(4) are added. ACRN AA is increased by (b)(4) from (b)(4) to (b)(4) ACRN AB is added in the amount of (b)(4) from \$0.00 to (b)(4) The total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

ALLOTMENT OF FUNDS

Pursuant to FAR 252.232-7007, "Limitation of Government's Obligation," contract line items(s) 0001 through 0002 are incremental funded. For these items(s), the sum of (b)(4) of the total price is presently available for payment and allotted to this contract.

CLINs 0001, 0002, and 0003
Estimated Funds Exhaust Date

\$2,553,013.00
August 19, 2004

CLIN Allocations Breakout to Date

CLIN 0001	(b)(4)	Fully Funded (Base Period)
CLIN 0002	(b)(4)	Fully Funded (Base Period)
CLIN 0003	\$.00	

The following identifies the contract ceiling/contract funding profile for the contract:

Contract Ceiling:	(b)(4)
Obligated Funds:	(b)(4)
Unobligated Ceiling:	\$.00

ACCOUNTING AND APPROPRIATION DATA

AA:	9730400.2520 40603880C 2525 012123 BMDO0135144583
AMOUNT:	(b)(4)
TOTAL ACRN:	(b)(4)

AB:	9740400.2520 40603890C 2523 012123 BMDO0136807812
AMOUNT:	(b)(4)
TOTAL ACRN:	(b)(4)

(end of changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 12
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE 18-Mar-2004		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006		7. ADMINISTERED BY (If other than item 6) See Item 6	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOOZ ALLEN & HAMILTON, INC. 8283 GREENSBORO DRIVE MCLEAN VA 22102-3838				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				<input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-03-F-0019	
				<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 20-Aug-2003	
CODE 17038		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>3</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to incorporate the revised Attachment 3, DD 254 dated February 24, 2004. See page two.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARC LESSER / CONTRACTING OFFICER, CTS TEL: (703)486-0176 EMAIL: marc.lesser@mda.osd.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u><i>Marc Lesser</i></u> (Signature of Contracting Officer)	
				16C. DATE SIGNED 14-Apr-2004	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The purpose of this modification is to incorporate the revised Attachment 3, DD 254 dated February 24, 2004.

The following have been modified:

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 monthly price 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 d. below will not be included in CLIN 0001 (and respective CLINs for each option year). Stated prices for each of the last two option years may be adjusted subject to the terms of clause #12.

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, a typical, 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 agreed to by the parties as specified in Attachment 6, Labor Mix, Qualifications and Rates Matrix submitted as part of the Offer. Minor variations in staffing and skill mix are mutually understood as appropriate outcome of the work environment. There are ten (10) Government observed holidays.

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

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 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 #10. and #11. 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 and the terms and conditions of the MDA Master Agreement HQ0006-02-H-0001 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." NOTE: At the Contractor's option either the DD Form 250 or copies of the SF 1449 on which this order has been issued may be utilized as the Material Inspection and Receiving Report required by this clause. If the SF 1449 is elected, the Contractor shall insert the words "RECEIVING REPORT" in item 20 and make the appropriate entry in item 33 of all copies of the document prior to making the required minimum distribution. NOTWITHSTANDING THE PROVISION OF DFARS APPENDIX F, THE CONTRACTOR SHALL MAKE THE FOLLOWING MINIMUM DISTRIBUTION: FIVE (5) COPIES TO THE CONTRACTING OFFICER'S REPRESENTATIVE FOR FURTHER DISTRIBUTION IN ACCORDANCE WITH PARAGRAPH B, CONTRACTING OFFICER'S REPRESENTATIVE BELOW. 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 32a and 33 of the SF 1449 or Items 21 and 22 of the DD Form 250) required by this order as verification that the specified supplies have been delivered. The COR will distribute the signed receiving reports as follows:

- (1) Copy to the Paying Office (with invoice)
- (1) Copy to the Contracting Officer
- (1) Copy to the COR's File
- (1) Copy to the Contractor

NOTE: The COR does not have the authority to change any of the terms and conditions of this order. Monthly invoices will be sent to the COR for review/approval/acceptance. The COR will verify charges are accurate and will sign acceptance on the bottom of the SF 1449 and provide a copy to the DFAS office to make payment.

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 monthly unit price
 - ODC CLINs – itemized costs

b. The contractor'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 monthly unit price, or itemized costs.

3. PERIOD OF PERFORMANCE

The period of performance for this task order is the effective date of this order to 12 months for the base period (12 months for each option period, if exercised) from the effective date of this order. Unless otherwise stated by the Contracting Officer, any extension to the contractor's GSA Federal Supply Service Schedule Contract shall apply to this order, and any subsequent option exercise when awarded pursuant to this Task Order.

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. 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.

8. LOCATION OF PERFORMANCE

All work under CLIN 0001 (and respective CLINs for each option year) will be performed at MDA Headquarters currently at FOB2, Arlington, Virginia. MDA is providing workstations for 4 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.

9. KEY STAFF

The Contractor shall notify and obtain the approval of the Contracting Officer and Contracting Officer's Representative prior to making any changes in key staff. If replacing key staff the Contractor shall adhere

to the following: (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; or (2) the added person's qualifications are equal to or better than the desired qualifications of this task order.

10. 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 1	Option Contract Year 1	Award Term Contract Year 2	Option Contract Year 2	Award Term Contract Year 3	Option Contract Year 3
	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 3rd 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 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 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 recompet 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.

11. 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.

12. 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 five-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 price at the award of the order.

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.

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. CLAUSES INCORPORATED BY FULL TEXT

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)

(a) Contract line item(s) 0001 through 0002 are incrementally funded. For these item(s), the sum of \$2,553,013.00 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

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

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) 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 (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

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

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

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

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

On execution of contract.....\$ 400,000.00

month day, year\$ _____

month day, year \$ _____

month day, year \$ _____

(End of clause)

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Contract Data Requirements List (CDRL)		25-MAR-2003
Attachment 1	Statement of Objectives		25-MAR-2003
Attachment 2	OCI/Disclosure Form		25-MAR-2003
Attachment 3	DD Form 254		24-FEB-2004
Attachment 4	PPBS Non-Disclosure Agreement		25-MAR-2003
Attachment 5	Award Term Plan		25-MAR-2003
Attachment 6a	Staffing Matrix, BAH		
Attachment 6b	Staffing Matrix, PRA		
Attachment 7	Management Plan		

(End of Summary of Changes)

DD FORM 254

PAGES 72 TO 83

WITHHELD IN TOTAL

FOIA EXEMPTION (b)(2)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 20-Aug-2004	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOOZ ALLEN & HAMILTON, INC. 8283 GREENSBORO DRIVE MCLEAN VA 22102-3838			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-03-F-0019		
			X 10B. DATED (SEE ITEM 13) 20-Aug-2003		
CODE 17038		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Exercise of options clause and mutual agreement of the parties.					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to exercise option 1, revise the quantity from months to manmonths, revise the invoicing instructions, and provide incremental funding in the amount of \$500,000.00. See summary of changes, pages 2 through 5.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARC LESSER / CONTRACTING OFFICER, CTS TEL: (703) 882-6428 EMAIL: marc.lesser@mda.osd.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Marc Lesser</u> (Signature of Contracting Officer)	
				16C. DATE SIGNED 09-Aug-2004	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET, SOLICITATION/CONTRACT FORM, Block 26, TOTAL AWARD AMOUNT is hereby increased by (b)(4) from (b)(4) (EST) to (b)(4) (EST).

SUPPLIES OR SERVICES AND PRICES

CLIN 0101

The pricing detail quantity has increased by (b)(4) from (b)(4) to (b)(4)

The unit price amount has decreased by (b)(4) from (b)(4) to (b)(4)

The unit of issue has changed from Months to Manmonth.

The option status has changed from Option to Option Exercised.

The total cost of this line item has increased by \$0.00 from (b)(4) to (b)(4)

CLIN 0102

The option status has changed from Option to Option Exercised.

CLIN 0103

The option status has changed from Option to Option Exercised.

CLIN 0201

The pricing detail quantity has increased by (b)(4) from (b)(4) to (b)(4)

The unit price amount has decreased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has decreased by \$0.00 from (b)(4) to (b)(4)

CLIN 0301

The pricing detail quantity has increased by (b)(4) from (b)(4) to (b)(4)

The unit price amount has decreased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has increased by \$0.00 from (b)(4) to (b)(4)

ACCOUNTING AND APPROPRIATION**Summary for the Payment Office**

As a result of this modification, the total funded amount for this document was increased by \$500,000.00 from (b)(4) to (b)(4)

CLIN 0101:

AC: 9740400.2520 40603890C 2523 012123 BMDO0146013640 was increased by (b)(4) from \$0.00 to (b)(4)

The contract ACRN AC has been added.

CLIN 0102:

AC: 9740400.2520 40603890C 2523 012123 BMDO0146013640 was increased by (b)(4) from \$0.00 to (b)(4)

The contract ACRN AC has been added.

CLIN FUNDING MATRIX:

CLIN 0001	(b)(4)	(Fully funded)
CLIN 0002	(b)(4)	(Fully funded)
CLIN 0101	(b)(4)	(Partially funded)
CLIN 0102	(b)(4)	(Partially funded)
Total	(b)(4)	Estimated Funds Exhaust Date: 31 October 2004

Contract Ceiling: (b)(4)

Obligated Funds: (b)(4)

Unobligated Ceiling: (b)(4)

The following full-text items have been modified:

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 manmonths 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 d. below will not be included in CLIN 0001 (and respective CLINs for each option year). Stated prices for each of the last two option years may be adjusted subject to the terms of clause #12.

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, a typical, 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 agreed to by the parties as specified in Attachment 6, Labor Mix, Qualifications and Rates Matrix submitted as part of the Offer. **Additionally, 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. Accordingly, The Contractor will not exceed the monthly man-month requirement by more than ten (10) percent in any one month.** Minor variations in staffing and skill mix are mutually understood as appropriate outcome of the work environment. There are ten (10) Government observed holidays.

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

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 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 #10. and #11. 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 and the terms and conditions of the MDA Master Agreement HQ0006-02-H-0001 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." NOTE: At the Contractor's option either the DD Form 250 or copies of the SF 1449 on which this order has been issued may be utilized as the Material Inspection and Receiving Report required by this clause. If the SF 1449 is elected, the Contractor shall insert the words "RECEIVING REPORT" in item 20 and make the appropriate entry in item 33 of all copies of the document prior to making the required minimum distribution. NOTWITHSTANDING THE PROVISION OF DFARS APPENDIX F, THE CONTRACTOR SHALL MAKE THE FOLLOWING MINIMUM DISTRIBUTION: FIVE (5) COPIES TO THE CONTRACTING OFFICER'S REPRESENTATIVE FOR FURTHER DISTRIBUTION IN ACCORDANCE WITH PARAGRAPH B, CONTRACTING OFFICER'S REPRESENTATIVE BELOW. 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 32a and 33 of the SF 1449 or Items 21 and 22 of the DD Form 250) required by this order as verification that the specified supplies have been delivered. The COR will distribute the signed receiving reports as follows:

- (1) Copy to the Paying Office (with invoice)
- (1) Copy to the Contracting Officer
- (1) Copy to the COR's File
- (1) Copy to the Contractor

NOTE: The COR does not have the authority to change any of the terms and conditions of this order. Monthly invoices will be sent to the COR for review/approval/acceptance. The COR will verify charges are accurate and will sign acceptance on the bottom of the SF 1449 and provide a copy to the DFAS office to make payment.

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 contractor'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.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE 01-Nov-2004		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOOZ ALLEN & HAMILTON, INC. 8283 GREENSBORO DRIVE MCLEAN VA 22102-3838				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-03-F-0019			
				X 10B. DATED (SEE ITEM 13) 20-Aug-2003			
CODE 17038				FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) DFARS 252.232.7007 "Limitation of the Government's Obligation"							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of \$1,000,000.00. See page 2.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARC LESSER / CONTRACTING OFFICER, CTS TEL: (703) 882-6428 EMAIL: marc.lesser@mda.osd.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u><i>Marc Lesser</i></u> (Signature of Contracting Officer)		16C. DATE SIGNED 01-Nov-2004	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,000,000.00 from (b)(4) to (b)(4)

CLIN 0101:

AD: 9750400.2520 40603890C 2523 012123 BMDO0146955654 was increased by (b)(4) from \$0.00 to (b)(4)
The contract ACRN AD has been added.

CLIN 0102:

AD: 9750400.2520 40603890C 2523 012123 BMDO0146955654 was increased by (b)(4) from \$0.00 to (b)(4)
The contract ACRN AD has been added.

CLIN FUNDING MATRIX:

CLIN 0001	(b)(4)	(Fully funded)
CLIN 0002	(b)(4)	(Fully funded)
CLIN 0101	(b)(4)	(Partially funded)
CLIN 0102	(b)(4)	(Partially funded)
Total	(b)(4)	Estimated Funds Exhaust Date: 19 March 2005

Contract Ceiling:	(b)(4)
Obligated Funds:	(b)(4)
Unobligated Ceiling:	(b)(4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE 14-Mar-2005		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)					
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006	7. ADMINISTERED BY (If other than item 6) MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOOZ ALLEN & HAMILTON, INC. 8283 GREENSBORO DRIVE MCLEAN VA 22102-3638				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-03-F-0019	
				X 10B. DATED (SEE ITEM 13) 20-Aug-2003	
CODE 17038		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to revise the Option Exercise and Key Staff clauses; add Price Savings Share Opportunity clause; add Control of Access to MDA Spaces and Information Systems/Contractor Employee Out-processing clause; correct the Unit of Issue for CLINs 0201 and 0301 from months to manmonths; and provide incremental funding in the amount of \$1,054,631.00. See pages 2-6.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARC LESSER / CONTRACTING OFFICER, CTS TEL: 703-882-6428 EMAIL: marc.lesser@mda.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Mac Lesser</u> (Signature of Contracting Officer)	
				16C. DATE SIGNED 24-Mar-2005	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 0201

The unit of issue has changed from Months to Manmonth.

CLIN 0301

The unit of issue has changed from Months to Manmonth.

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,054,631.00 from (b)(4) to (b)(4)

CLIN 0101:

AD: 9750400.2520 40603890C 2523 012123 BMDO0146955654 was increased by (b)(4) from (b)(4) to (b)(4)

The following have been modified and/or added:

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 manmonths 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 d. below will not be included in CLIN 0001 (and respective CLINs for each option year). Stated prices for each of the last two option years may be adjusted subject to the terms of clause #12.

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, a typical, 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 agreed to by the parties as specified in Attachment 6, Labor Mix, Qualifications and Rates Matrix submitted as part of the Offer. **Additionally, 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. Accordingly, The Contractor will not exceed the monthly man-month requirement by more than ten (10) percent in any one month.** Minor variations in staffing and skill mix are mutually understood as appropriate outcome of the work environment. 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 four 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.

(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 CLINs 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.

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 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 #10. and #11. 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 and the terms and conditions of the MDA Master Agreement HQ0006-02-H-0001 and all clauses and provisions in full text or incorporated by reference herein:

9. 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 4.

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.

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 eighty (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. 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.

18. CLAUSES INCORPORATED BY FULL TEXT

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)

(a) Contract line item(s) 0001 through 0102 are incrementally funded. For these item(s), the sum of \$5,107,644.00 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) 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 will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) 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 (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional

funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

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

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

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

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

On execution of contract.....\$ 400,000.00

month day, year\$

month day, year \$

month day, year \$

(End of clause)

CLIN FUNDING MATRIX:

CLIN 0001	(b)(4)	(Fully funded)
CLIN 0002	(b)(4)	(Fully funded)
CLIN 0101	(b)(4)	(Partially funded)
CLIN 0102	(b)(4)	(Partially funded)
Total	(b)(4)	Estimated Funds Exhaust Date: 19 August 2005

Contract Ceiling: (b)(4)

Obligated Funds: (b)(4)

Unobligated Ceiling: (b)(4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 17
2. AMENDMENT/MODIFICATION NO. F00006		3. EFFECTIVE DATE 20-Aug-2005	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006	7. ADMINISTERED BY (If other than item 6) MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOOZ ALLEN & HAMILTON, INC. 8283 GREENSBORO DRIVE MCLEAN VA 22102-3838				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-03-F-0019	
				X 10B. DATED (SEE ITEM 13) 20-Aug-2003	
CODE 17038		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Exercise of Options Clause and Mutual Agreement of the Parties					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to exercise Option 2, thereby, increasing the contract value by \$2,715,438.00; provide incremental funding in the amount of \$229,000.00; revise the paying office in Block 18a of the SF 1449 to include DoDAAC HQ0347 which is needed for WAWF invoicing; and update the standard MDA clauses. See pages 2 - 17 for details.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARC LESSER / CONTRACTING OFFICER, CTS TEL: 703-882-6428 EMAIL: marc.lesser@mda.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Marc Lesser</u> (Signature of Contracting Officer)		16C. DATE SIGNED 10-Aug-2005	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) (EST) to (b)(4) (EST).

The 'Payment will be made by' organization has changed from

DAO-DFAS-IN-AKA
8899 EAST 56TH STREET
INDIANAPOLIS IN 46249-1325

To

DFAS - INDIANAPOLIS CENTER
ATTN: VENDOR PAY
DEPARTMENT 3800
8899 EAST 56TH STREET
INDIANAPOLIS IN 46249-3800

SUPPLIES OR SERVICES AND PRICES

CLIN 0201

The option status has changed from Option to Option Exercised.

CLIN 0202

The option status has changed from Option to Option Exercised.

CLIN 0203

The option status has changed from Option to Option Exercised.

SUBCLIN 020101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020101	Incremental funding for CLIN 0201 FFP				

NET AMT

\$0.00

ACRN AE Funded Amount

(b)(4)

FOB: Destination

SUBCLIN 020201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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020201

Incremental funding for CLIN 0202

COST

ESTIMATED COST

\$0.00

ACRN AF Funded Amount

\$11,000.00

FOB: Destination

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$229,000.00 from (b)(4) to (b)(4)

SUBCLIN 020101:

Funding on SUBCLIN 020101 is initiated as follows:

ACRN: AE

Acctng Data: 9750400.2520 40603890C 2523 012123 BMDO0156021408

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 020201:

Funding on SUBCLIN 020201 is initiated as follows:

ACRN: AF

Acctng Data: 9750400.2520 40603890C 2523 012123 BMDO0156021409

Increase: (b)(4)

Total: (b)(4)

The following have been modified:

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).

DFARS 252.232-7007 Limitation Of Government's Obligation (AUG 1993) is incorporated herein by reference and is applicable to CLIN 0001 (and respective CLINs for each option year) and any other FFP based CLIN that may subsequently be added to this order. In accordance with (IAW) DFARS 252.232-7007 paragraph a., for these item(s), the sum of \$5,202,127.75 of the total price is presently available for payment and allotted to this contract. IAW DFARS 252.232-7007 paragraph i. the parties contemplate that the Government will allot funds to this contract incrementally based on fiscal year availability of funds.

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 manmonths 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 d. below will not be included in CLIN 0001 (and respective CLINs for each option year). Stated prices for each of the last two option years may be adjusted subject to the terms of clause #12.

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, a typical, time-critical supply or reproduction needs, and leased facilities when authorized in advance by the Contracting Officer.

FAR 52.232-22 Limitation of Funds (APR 1984) is incorporated herein by reference and is applicable to CLIN 0002 (and respective CLINs for each option year) and any other Cost based CLIN that may subsequently be added to this order.

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. Additionally, 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 location (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 four 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.

(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 CLINs 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.

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 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 #10. and #11. 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 and the terms and conditions of the MDA Master Agreement HQ0006-02-H-0001 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 Procuring Contracting Officer (PCO) will assign the Contracting Officer's Representative (COR) at the 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 within the Wide Area WorkFlow system in accordance with DFARS 252.232-7003, Electronic Submission of Payment Requests.

2. **ORDER ACCOUNTING**

a. Separate invoices shall be submitted for each individual CLIN 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 contractor'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 under CLIN 0001 and respective option CLINs, or the established cost ceiling under CLIN 0002 and respective option CLINs.

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

3. **PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

CLIN(s) under this order (and associated Option CLIN(s), may be funded by multiple accounting classifications. The Contractor shall segregate cost and submit vouchers as required by paragraph 2 above. The Defense Finance and Accounting Service (DFAS) shall make payments from those Accounting Classification Record Numbers (ACRNs) assigned to each CLIN as described herein. Payments by the paying office are to be made by CLIN, from the earliest available funds by fiscal year as identified by ACRN.

4. **PERIOD OF PERFORMANCE**

The period of performance for this task order is the effective date of this order to 12 months for the base period (12 months for each option period, if exercised) from the effective date of this order. Unless otherwise stated by the Contracting Officer, any extension to the contractor's GSA Federal Supply Service Schedule Contract shall apply to this order, and any subsequent option exercise when awarded pursuant to this Task Order.

5. **RESERVED**

6. **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.

7. **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.

8. **DELIVERABLES**

The contractor will be required to complete a "Monthly Status Report" (MSR), "Technical Report/Study" and "Funds and Labor Hour Expenditure Report" to the Contracting Officer in accordance with the attached DD Form 1423-1, Contract Data Requirement Lists (CDRLs), Exhibit A and as specified in the SOO and/or SOW.

9. **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.

10. LOCATION OF PERFORMANCE

All work under CLIN 0001 (and respective CLINs for each option year) will be performed at MDA Headquarters currently at FOB2, Arlington, Virginia. MDA is providing workstations for 4 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.

11. KEY STAFF

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 4.

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.

12. 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 1	Option Contract Year 2	Award Term Contract Year 2	Option Contract Year 3	Award Term Contract Year 3	Option Contract Year 4
	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 3rd 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 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 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 recompile 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.

13. 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.

14. 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 five-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 price at the award of the order.

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.

15. 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.

16. RESERVED

17. ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

a. Purpose: The primary purpose of this clause is to aid in ensuring that:

(1) The Contractor's objectivity and judgment are not biased because of its present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to work under this contract;

(2) The Contractor does not obtain an unfair competitive advantage by virtue of its access to non- public information regarding the Government's program plans and actual or anticipated resources; and

(3) The Contractor does not obtain any unfair competitive advantage by virtue of its access to proprietary information belonging to others.

b. Scope: The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as prime Contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity. The term "proprietary information" for purposes of this clause is any information considered so valuable by its owners that it is held secret by them and their licensees. Information furnished voluntarily by the owner without limitations on its use, or which is available without restrictions from other sources, is not considered proprietary.

(1) Maintenance of Objectivity: The Contractor shall be ineligible to participate in any capacity in contracts, subcontracts, or proposals thereof (solicited or unsolicited) which stem directly from the Contractor's performance of work under this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any services under this contract on any of its own products or services, or the products or services of another firm if the Contractor is, or has been, substantially involved in their development or marketing. In addition, if the Contractor under this contract prepares a complete, or essentially complete, Statement of Work (SOW), or other form of technical solutions, functions, requirements, or specifications document, to be used, directly or indirectly, in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such SOW or specifications. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts involving the same or similar services based on such a SOW or specification.

(2) Access To and Use of Government Information: If the Contractor, in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public, (b) compete for work based on such information for a period of one year after the completion of this contract, or until such information is released or otherwise made available to the public, whichever occurs first, (c) submit an unsolicited proposal to the Government which is based on such information until one (1) year after such information is released or otherwise made available to the public, or (d) release such information unless such information has previously been released or otherwise made available to the public by the Government.

(3) Access To and Protection of Proprietary Information: The Contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business, or financial information (hereinafter referred to as "proprietary data") under this contract, it shall treat such information in accordance with any restrictions imposed on such information. The Contractor further agrees to enter into a written agreement for the protection of the proprietary data of others and to exercise diligent effort to protect such proprietary data from unauthorized use or disclosure. In addition, the Contractor shall obtain from each employee who has access to proprietary data under this contract, a written agreement which shall in substance provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose

to others or use for their benefit, proprietary data received in connection with the work under this contract. The Contractor will educate its employees regarding the philosophy of Part 9.505-4 of the Federal Acquisition Regulation so that they will not use or disclose proprietary information or data generated or acquired in the performance of this contract except as provided herein.

c. Subcontracts: The Contractor shall include this or substantially the same clause, including this paragraph, in consulting agreements and subcontracts of all tiers. The terms "Contract", "Contractor", and "Contracting Officer" will be appropriately modified to preserve the Government's rights.

d. Representations and Disclosures:

(1) The Contractor represents that it has disclosed to the Contracting Officer, prior to award, all facts relevant to the existence or potential existence of organizational conflict of interest as that term is used in FAR Subpart 9.5. To facilitate disclosure and Contracting Officer approval, the Contractor shall complete an OCI Analysis/Disclosure Form (Attachment 3) for each MDA, BMD, and BMD-related contract or subcontract.

(2) The Contractor represents that if it discovers an organizational conflict of interest or potential conflict of interest after award, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflicts.

e. Remedies and Waiver:

(1) For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the Contracting Officer may terminate this Contract for convenience if such termination is deemed to be in the best interest of the Government.

(2) The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Contractor may at any time seek a waiver from the Director, MDA, (via the Contracting Officer) by submitting a full written description of the requested waiver and the reasons in support thereof.

f. Modifications: Prior to contract modification, when the SOW is changed to add new work or the period of performance is significantly increased, the Contracting Officer will request and the Contractor is required to submit either an organizational conflict of interest disclosure or an update of the previously submitted disclosure or representation.

18. PUBLIC RELEASE OF INFORMATION (JAN 2003)

a. The policies and procedures outlined herein apply to information submitted by the Contractor and his subcontractors for approval for public release. Prior to public release, all information shall be cleared as shown in the "*National Industrial Security Program Operations Manual*" (DoD 5220.22-M).

b. All public information materials prepared by the Contractor shall be submitted to the MDA (see paragraph e. below) for clearance prior to release. These materials include but are not limited to, technical papers, and responses to news queries that relate to a Contractor's work under this contract.

c. However, once information has been cleared for public release, it does not have to be cleared again for later use. The information shall be used in its originally cleared context.

d. The MDA Director for Communications is responsible for processing Contractor-originated material for public release.

e. All material to be cleared shall be sent to:

Office of the Secretary of Defense
Missile Defense Agency, MDA/DC
7100 Defense Pentagon
Washington, DC 20301-7100

Subcontractor proposed public releases shall be submitted for approval through the prime Contractor.

f. The Contractor shall submit the material proposed for public release to the above addressee by a letter of transmittal which states: (1) to whom the material is to be released; (2) the desired date for public release; (3) that the material has been reviewed and approved by officials of the Contractor, or the subcontractor, for public release; (4) the contract number and the applicable COR.

g. Two (2) copies of each item, including written material, photographs, drawings, "dummy layouts" and the like shall be submitted at least six (6) weeks in advance of the proposed release date.

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

i. Abbreviated materials or abstracts may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, final approval for release or disclosure of the material cannot be given on the basis of abstracts.

j. Outlines or rough drafts will not be cleared.

k. Materials submitted to MDA for release purposes shall be void of all Contractor logos or other attributions to the Contractor.

19. ENABLING CLAUSE FOR BMD INTERFACE

a. It is anticipated that, during the performance of this contract, the Contractor will be required to support Technical Interface/Integration Meetings (TIMS) with other BMD Contractors and other Government agencies. The Contractor, as needed to protect the rights of the Contractor and the Government, will negotiate appropriate OCI clauses.

b. The Contractor agrees to cooperate with BMD Contractors by providing access to technical matters, provided, however, the Contractor will not be required to provide proprietary information to non-Government entities or personnel in the absence of a non-disclosure agreement between the Contractor and such entities.

c. The Contractor further agrees to include a clause in each subcontract requiring compliance with the response and access provisions of paragraph b. above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of its responsibility to manage its subcontracts effectively, nor is it intended to establish privity of contract between the Government and such subcontractors.

d. Personnel from BMD Contractors or other Government agencies or Contractors are not authorized to direct the Contractor in any manner.

e. This clause shall not prejudice the Contractor or its subcontractors from negotiating separate OCI agreements with BMD Contractors; however, these agreements shall not restrict any of the Government's rights established pursuant to this clause.

20. MDA VISIT AUTHORIZATION PROCEDURES

a. The Contractor shall submit all required visit clearances IAW the National Industrial Security Program Operating Manual and will forward all visit requests, identifying the contract number, to:

Office of the Secretary of Defense
Missile Defense Agency
7100 Defense Pentagon, MDA/SOC
Washington, D.C. 20301-7100
Phone No.: (703) 695-8048 FAX No.: (703) 693-1526

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

21. 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

(2) ☐ Hardcopy mailed to:

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

22. FEDERAL ACQUISITION REGULATIONS REQUIREMENTS

The following FAR requirements are incorporated by reference:

FAR 52.204-2 Security Requirements (AUG 1996)

FAR 52.243-1 Changes —Fixed-Price (AUG 1987), Alternate III (APR 1984).

FAR 52.243-3 Changes —Time-and-Materials or Labor-Hours (SEP 2000).

23. DEFENSE FEDERAL ACQUISITION REGULATIONS SUPPLEMENT REQUIREMENTS

The following DFARS requirements are incorporated by reference:

252.204-7000 Disclosure Of Information (DEC 1991)

252.204-7005 Oral Attestation of Security Responsibilities (NOV 2001)

252.232-7003 Electronic Submission of Payment Requests (JAN 2004)

252.239-7016 Telecommunications Security Equipment, Devices, Techniques, And Services (DEC 1991)

24. **RESERVED**

25. **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.

26. **PRICE SAVINGS SHARE OPPORTUNITY**

a. 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 eighty (80%) percent, with the remaining twenty (20%) percent retained in the price/unit price as the Contractor's savings share).

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

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Contract Data Requirements List (CDRL)		25-MAR-003
Attachment 1	Statement of Objectives		25-MAR-2003
Attachment 2	OCI/Disclosure Form		25-MAR-2003
Attachment 3	DD Form 254		24-FEB-2004
Attachment 4	PPBS Non-Disclosure Agreement		25-MAR-2003
Attachment 5	Award Term Plan		25-MAR-2003
Attachment 6a	Staffing Matrix, BAH		
Attachment 6b	Staffing Matrix, PRA		
Attachment 7	Management Plan		
Attachment 8	Out-Processing Checklist for MDA On-Site Contractor Employees in the National Capital Region		

**NOTE: ATTACHMENT 6a, 6b, AND 7 WILL BE PROVIDED ONLY TO THOSE
INDIVIDUALS WITH A PROPER NEED TO KNOW. PLEASE CONTRACT MDA/CTS IF COPIES OF
THESE ATTACHMENTS ARE DESIRED.**

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00007		3. EFFECTIVE DATE 30-Sep-2005		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006		7. ADMINISTERED BY (If other than item 6) MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) 800Z ALLEN & HAMILTON, INC. 8283 GREENSBORO DRIVE MCLEAN VA 22102-3838		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 17038		FACILITY CODE		10A. MOD. OF CONTRACT/ORDER NO. HQ0006-03-F-0019	
				10B. DATED (SEE ITEM 13) 20-Aug-2003	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 "Limitation of Government's Obligation"					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of \$218,000.00 and update DFARS clause 252.232-7007. See page 2 for details.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARC LESSER / CONTRACTING OFFICER, CTS TEL: 703-882-6428 EMAIL: marc.lesser@mda.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Marc Lesser</u> (Signature of Contracting Officer)	
				16C. DATE SIGNED 03-Oct-2005	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The 'mail invoices to the address shown in block' field has changed from See Item 18 to 1.

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$218,000.00 from (b)(4) to (b)(4)

SUBCLIN 020101:

AE: 9750400.2520 40603890C 2523 012123 BMDO0156021408 was increased by \$218,000.00 from (b)(4) to (b)(4)

The following have been modified:

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).

DFARS 252.232-7007 Limitation Of Government's Obligation (AUG 1993) is incorporated herein by reference and is applicable to CLIN 0001 (and respective CLINs for each option year) and any other FFP based CLIN that may subsequently be added to this order. In accordance with (IAW) DFARS 252.232-7007 paragraph a., for these item(s), the sum of \$5,420,127.75 of the total price is presently available for payment and allotted to this contract. IAW DFARS 252.232-7007 paragraph i. the parties contemplate that the Government will allot funds to this contract incrementally based on fiscal year availability of funds.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00008		3. EFFECTIVE DATE 20-Aug-2005		4. REQUISITION/PURCHASE REQ. NO. 60453, BASIC		5. PROJECT NO. (if applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006		7. ADMINISTERED BY (If other than item 6) MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) 800Z ALLEN & HAMILTON, INC. 8283 GREENSBORO DRIVE MCLEAN VA 22102-3838				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-03-F-0019			
				X 10B. DATED (SEE ITEM 13) 20-Aug-2003			
CODE 17038		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to revise/reduce the price of CLINs 0201 and 0301 as a result of changes to contractor work location. CLIN 0201 is reduced by \$179,526 from (b)(4) to (b)(4) CLIN 0301 is reduced by \$184,373 from (b)(4) to (b)(4) See pages 2 - 3 for details.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARC LESSER / CONTRACTING OFFICER, CTS TEL: 703-882-6428 EMAIL: marc.lesser@mda.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Marc Lesser</u> (Signature of Contracting Officer)		16C. DATE SIGNED 03-Jan-2006	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$179,525.97 from (b)(4) (EST) to (b)(4) (EST).

SUPPLIES OR SERVICES AND PRICES

CLIN 0201

The unit price amount has decreased by \$1,014.27 from (b)(4) to (b)(4)

The total cost of this line item has decreased by \$179,525.97 from (b)(4) to (b)(4)

CLIN 0301

The unit price amount has decreased by \$1,041.66 from (b)(4) to (b)(4)

The total cost of this line item has decreased by \$184,372.94 from (b)(4) to (b)(4)

SUBCLIN 020102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020102	Incremental funding for CLIN 0201 FFP PURCHASE REQUEST NUMBER: 60453, BASIC				

NET AMT

\$0.00

ACRN AG Funded Amount

(b)(4)

FOB: Destination

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$654,000.00 from \$5,554,644.00 to \$6,208,644.00.

SUBCLIN 020102:

Funding on SUBCLIN 020102 is initiated as follows:

ACRN: AG

Acctng Data: 9760400.2520 6 BM 2520 40603890C00 2512 S12135 MD6010244C0453 620198

Increase: (b)(4)

Total: (b)(4)

The following have been modified:

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).

DFARS 252.232-7007 Limitation Of Government's Obligation (AUG 1993) is incorporated herein by reference and is applicable to CLIN 0001 (and respective CLINs for each option year) and any other FFP based CLIN that may subsequently be added to this order. In accordance with (IAW) DFARS 252.232-7007 paragraph a., for these item(s), the sum of \$6,074,127.75 of the total price is presently available for payment and allotted to this contract. IAW DFARS 252.232-7007 paragraph i. the parties contemplate that the Government will allot funds to this contract incrementally based on fiscal year availability of funds.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. P00009		3. EFFECTIVE DATE 01-Oct-2005		4. REQUISITION/PURCHASE REQ. NO. 60453, BASIC		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006		7. ADMINISTERED BY (If other than item 6) MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOOZ ALLEN & HAMILTON, INC. 8283 GREENSBORO DRIVE MCLEAN VA 22102-3838				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-03-F-0019			
				X 10B. DATED (SEE ITEM 13) 20-Aug-2003			
CODE 17038		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to increase the contract value and funding as a result of Booz Allen Hamilton's participation in the mentor-protége program. The contract value is increased by \$145,352.00 from (b)(4) to (b)(4) ACRNAH is added to fund Booz Allen Hamilton's participation in the mentor-protége program. The contract funding is increased by \$145,352.00 from (b)(4) to (b)(4) See pages 2 - 5 for details.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARC LESSER / CONTRACTING OFFICER, CTS TEL: 703-882-6428 EMAIL: marc.lesser@mda.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <i>Marc Lesser</i> (Signature of Contracting Officer)		16C. DATE SIGNED 06-Jan-2006	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$145,352.00 from (b)(4) (EST) to (b)(4) (EST).

SUPPLIES OR SERVICES AND PRICES

CLIN 0204 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0204		(b)(4)	Dollars, U.S.	(b)(4)	(b)(4)
EXERCISED OPTION	Mentor-Protege Program Funding FFP The purpose of this CLIN is to fund Booz Allen & Hamilton's participation in the DoD Mentor-Protege Program				

NET AMT

(b)(4)

ACRN AH Funded Amount

(b)(4)

FOB: Destination

CLIN 0304 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0304		(b)(4)	Dollars, U.S.	(b)(4)	(b)(4)
OPTION	Mentor-Protege Program Funding FFP The purpose of this CLIN is to fund Booz Allen & Hamilton's participation in the DoD Mentor-Protege Program				

NET AMT

(b)(4)

Funded Amount

\$0.00

FOB: Destination

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$145,352.00 from

(b)(4) to (b)(4)

CLIN 0204:

Funding on CLIN 0204 is initiated as follows:

ACRN: AH

Acctng Data: 97 60300.1120 P6008 1007 2599 S49447 DSAM60110

Increase: (b)(4)

Total: (b)(4)

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0204:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2005 TO 30-SEP-2006	N/A	MISSILE DEFENSE AGENCY (MDA) PRAVAT CHOUDHURY CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703-553-3402 FOB: Destination	HQ0006

The following Delivery Schedule item has been added to CLIN 0304:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2006 TO 31-AUG-2007	N/A	MISSILE DEFENSE AGENCY (MDA) PRAVAT CHOUDHURY CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703-553-3402 FOB: Destination	HQ0006

The following have been modified:

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).

DFARS 252.232-7007 Limitation Of Government's Obligation (AUG 1993) is incorporated herein by reference and is applicable to CLIN 0001 (and respective CLINs for each option year) and any other FFP based CLIN that may subsequently be added to this order. In accordance with (IAW) DFARS 252.232-7007 paragraph a., for these item(s), the sum of \$6,219,479.75 of the total price is presently available for payment and allotted to this contract. IAW DFARS 252.232-7007 paragraph i. the parties contemplate that the Government will allot funds to this contract incrementally based on fiscal year availability of funds.

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 manmonths 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 d. below will not be included in CLIN 0001 (and respective CLINs for each option year). Stated prices for each of the last two option years may be adjusted subject to the terms of clause #12.

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, a typical, time-critical supply or reproduction needs, and leased facilities when authorized in advance by the Contracting Officer.

FAR 52.232-22 Limitation of Funds (APR 1984) is incorporated herein by reference and is applicable to CLIN 0002 (and respective CLINs for each option year) and any other Cost based CLIN that may subsequently be added to this order.

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. Additionally, 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 location (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 four 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.

(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 CLINs 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.

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 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 #10. and #11. The total duration of the order may extend to 10 years.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00010		3. EFFECTIVE DATE 10-Mar-2006	4. REQUISITION/PURCHASE REQ. NO. 60453, BASIC		5. PROJECT NO. (If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006	7. ADMINISTERED BY (If other than item 6) MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOOZ ALLEN & HAMILTON, INC. 8283 GREENSBORO DRIVE MCLEAN VA 22102-3838				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-03-F-0019	
				X 10B. DATED (SEE ITEM 13) 20-Aug-2003	
CODE 17038		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 Limitation Of Government's Obligation					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: npterek0627 The purpose of this modification is to 1) Provide Incremental Funding in the amount of \$500,000.00 for Labor CLIN 0201, subclin 020102 under ACRN AG and 2) update DFARS 252.232-7007 Limitation Of Government's Obligation as a result of action 1. See page 2 summary of changes					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) GROVER J. MCVEY / CONTRACTING OFFICER TEL: 703-882-6209 EMAIL: Grover.McVey@mda.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Grover J. McVey</i> (Signature of Contracting Officer)		16C. DATE SIGNED 22-Mar-2006	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$500,000.00 from (b)(4) to (b)(4)

SUBCLIN 020102:

AG: 9760400.2520 6 BM 2520 40603890C00 2512 S12135 MD6010244C0453 620198 was increased by \$500,000.00 from (b)(4) to (b)(4)

The following have been modified:

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).

DFARS 252.232-7007 Limitation Of Government's Obligation (AUG 1993) is incorporated herein by reference and is applicable to CLIN 0001 (and respective CLINs for each option year) and any other FFP based CLIN that may subsequently be added to this order. In accordance with (IAW) DFARS 252.232-7007 paragraph a., for these item(s), the sum of \$6,719,479.75 of the total price is presently available for payment and allotted to this contract. IAW DFARS 252.232-7007 paragraph i. the parties contemplate that the Government will allot funds to this contract incrementally based on fiscal year availability of funds.

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 manmonths 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 d. below will not be included in CLIN 0001 (and respective CLINs for each option year). Stated prices for each of the last two option years may be adjusted subject to the terms of clause #12.

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, a typical, time-critical supply or reproduction needs, and leased facilities when authorized in advance by the Contracting Officer.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. F00011		3. EFFECTIVE DATE 28-Jun-2006		4. REQUISITION/PURCHASE REQ. NO. 60453, BASIC		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOOZ ALLEN & HAMILTON, INC. 8283 GREENSBORO DRIVE MCLEAN VA 22102-3838				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-03-F-0019			
				X 10B. DATED (SEE ITEM 13) 20-Aug-2003			
CODE 17038		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 Limitation Of Government's Obligation (MAY 2006)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: npterek06382 The purpose of this modification is to: 1.) Provide Incremental Funding in the amount of (b)(4) in support of CLIN 0201 via SubCLIN 020102 by increasing ACRN AG, 2.) Provide Incremental Funding in the amount of (b)(4) in support of CLIN 0202 via SubCLIN 020202 under new ACRN A, and 2.) update DFARS 252.232-7007 "Limitation Of Government's Obligation" as a result of action 1.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) GROVER J. MCVEY / CONTRACTING OFFICER TEL: 703-682-6209 EMAIL: Grover.McVey@mda.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Grover J. McVey</u> (Signature of Contracting Officer)		16C. DATE SIGNED 28-Jun-2006	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 020202 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020202	Incremental Funding FFP Basic, 62721 FOB: Destination				
NET AMT					\$0.00
ACRN AJ CIN: 00000000000000000000000000000000					(b)(4)

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$855,912.03 from (b)(4) to (b)(4)

SUBCLIN 020102:

AG: 9760400.2520 6 BM 2520 40603890C00 2512 S12135 MD6010244C0453 620198 was increased by \$845,912.03 from (b)(4) to (b)(4)

SUBCLIN 020202:

Funding on SUBCLIN 020202 is initiated as follows:

ACRN: AJ

CIN: 00000000000000000000000000000000

Accounting Data: 9760400.2520 6 BM 2520 40603890C00 2512 S12135 MD6010244C2721 620198

Increase: (b)(4)

Total: (b)(4)

The following have been modified:

LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) 0001 through 0403 are incrementally funded. For these item(s), the sum of \$7,699,908.03 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 in accordance with the following schedule:

On execution of contract	\$ 2,453,013.00
August 20, 2004	\$ 2,531,115.00
August 20, 2005	\$ 2,435,912.00
August 20, 2006	\$ 2,518,667.07
	(End of clause)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. F00012		3. EFFECTIVE DATE 01-Jul-2006		4. REQUISITION/PURCHASE REQ. NO. 60453, BASIC		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOOZ ALLEN & HAMILTON, INC. 8283 GREENSBORO DRIVE MCLEAN VA 22102-3838				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-03-F-0019			
				X 10B. DATED (SEE ITEM 13) 20-Aug-2003			
CODE 17038				FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52-243-1 Changes & DFARS 252.232-7007 Limitation of Government's Obligation							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: npterek06684 The purpose of this modification is to 1) correct Modification F00011, CLIN 0202, SubCLIN 020202, by changing contract type from "Firm Fixed Price" to "COST" 2) Exercise Option 3; (CLINs 0301, 0302, 0303, and 0304), with a Period of Performance from 20 Aug 06 - 19 AUG 07; 3) provide incremental funding in the total amount of \$566,320.25 (b)(4) for CLIN 0301 via SubCLIN 030101; (b)(4) for CLIN 0302 via SubCLIN 030201 4) update DFARS 252.232-7007 Limitation of Government's Obligation as a result of item 3; 5) Effective 01 July 06: Add Huntsville, AL and Colorado Springs, CO as work locations and modify two existing vacant positions from "Intelligence Analyst" to "Senior Intelligence Analyst" to be located in Huntsville, AL; and 6) incorporate the LQR dated 5 June 2006. See page 2 for the summary of changes.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) GROVER J. MCVEY/CONTRACTING OFFICER TEL: 703-882-6209 EMAIL: Grover.McVey@mda.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Grover J. McVey</u> (Signature of Contracting Officer)		16C. DATE SIGNED 18-Aug-2006	
(Signature of person authorized to sign)							

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$2,917,711.55 from (b)(4) (EST) to (b)(4) (EST).

The order period end date 19-Aug-2007 has been added.

The order period start date 20-Aug-2006 has been added.

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 020202

The contract type has changed from FFP to COST.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020202	Incremental Funding COST Basic, 62721 FOB: Destination				
				ESTIMATED COST	\$0.00
	ACRN AJ CIN: 00000000000000000000000000000000				(b)(4)

CLIN 0301

The unit price amount has increased by \$1,203.01 from (b)(4) to (b)(4)

The option status has changed from Option to Option Exercised.

The total cost of this line item has increased by \$212,933.47 from (b)(4) to (b)(4)

CLIN 0302

The option status has changed from Option to Option Exercised.

CLIN 0303

The option status has changed from Option to Option Exercised.

CLIN 0304

The option status has changed from Option to Option Exercised.

SUBCLIN 030101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
030101	Incremental funding FFP FOB: Destination				
NET AMT					\$0.00
ACRN AK CIN: 00000000000000000000000000000000					(b)(4)

SUBCLIN 030201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
030201	Incremental funding COST ref: 3161 FOB: Destination				
ESTIMATED COST					\$0.00
ACRN AL CIN: 00000000000000000000000000000000					(b)(4)

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$566,320.26 from (b)(4) to (b)(4)

SUBCLIN 030101:

Funding on SUBCLIN 030101 is initiated as follows:

ACRN: AK

CIN: 00000000000000000000000000000000

Acctng Data: 9760400.2520 6 BM 2520 40603890C00 2512 S12135 MD6010244C3160 620198

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 030201:

Funding on SUBCLIN 030201 is initiated as follows:

ACRN: AL

CIN: 00000000000000000000000000000000

Acctng Data: 9760400.2520 6 BM 2520 40603890C00 2512 S12135 MD6010244C3161 620198

Increase: (b)(4)

Total: (b)(4)

LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) 0001 through 0401 are incrementally funded. For these item(s), the sum of \$8,276,228.29 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 in accordance with the following schedule:

On execution of contract	\$ 2,453,013.00
August 20, 2004	\$ 2,531,115.00
August 20, 2005	\$ 2,435,912.00
August 20, 2006	\$ 2,731,600.54

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00013		3. EFFECTIVE DATE 15-Nov-2006		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006		7. ADMINISTERED BY (If other than item 6) See Item 6	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOOZ ALLEN & HAMILTON, INC. 8283 GREENSBORO DRIVE MCLEAN VA 22102-3838				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				<input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-03-F-0019	
				<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 20-Aug-2003	
CODE 17038		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: See Page 2					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: np1erek06837 The purpose of this modification is to 1.) provide incremental funding in the amount of (b)(4) for CLIN 0301, SubCLIN 030102 (ACRN AN) and (b)(4) under CLIN 0302, SubCLIN 030202 (ACRN AM), 2) update DFARS 252.232-7007 Limitation of Government's Obligation as a result of item 1, 3) Update Attachment 5, LQR with LQR dated 10 NOV 06, 4) De-obligate funding under CLIN 0204, SubCLIN 020401 (ACRN AH), from (b)(4) by (b)(4) to (b)(4) Increase funding by (b)(4) under CLIN 0304, SubCLIN 030401, 5) amend Attachment 4, DD254 with revised DD254, dated 2006/08/18. See Page 2 for Summary of Changes.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			PENELOPE B. RUSSELL / CONTRACTING OFFICER TEL: 703-882-6528 EMAIL: Penelope.Russell@mda.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				BY <u><i>Penelope B Russell</i></u> (Signature of Contracting Officer)	
				16C. DATE SIGNED 15-Nov-2006	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

FAR 52.232-22 LIMITATION OF FUNDS (APRIL 1984)

52.243-1 CHANGES-FIXED PRICE (AUGUST 1987)

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

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 030102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
030102	IF-690,000 FFP SI9GJT70217,00 FOB: Destination PURCHASE REQUEST NUMBER: SI9GJT70217,00				
				NET AMT	\$0.00
	ACRN AN CIN: SI9GJT70217BASIC0001				(b)(4)

SUBCLIN 030202 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
030202	IF- 20,000 COST SI9GJT70218,00 FOB: Destination				
				ESTIMATED COST	\$0.00
	ACRN AM CIN: SI9GJT70218BASIC0001				(b)(4)

SUBCLIN 030401 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
030401					

FFP
FOB: Destination

NET AMT \$0.00

ACRN AH \$106,000.00
CIN: 00000000000000000000000000000000

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$710,000.00 from (b)(4) to (b)(4)

CLIN 0204:

AH: 97 60300.1120 P6008 1007 2599 S49447 DSAM60110 was decreased by \$106,000.00 from (b)(4) to (b)(4)

SUBCLIN 030102:

Funding on SUBCLIN 030102 is initiated as follows:

ACRN: AN

CIN: SI9GJT70217BASIC0001

Acctng Data: 9770400.2520 7 BM 2520 40603890C00 2512 S12135 MD7010244C0217 72H046

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 030202:

Funding on SUBCLIN 030202 is initiated as follows:

ACRN: AM

CIN: SI9GJT70218BASIC0001

Acctng Data: 9770400.2520 7 BM 2520 40603890C00 2512 S12135 MD7010244C0218 72H046

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 030401:

Funding on SUBCLIN 030401 is initiated as follows:

ACRN: AH

CIN: 00000000000000000000000000000000

Acctng Data: 97 60300.1120 P6008 1007 2599 S49447 DSAM60110

Increase: (b)(4)

Total: (b)(4)

LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) 0001 through 0401 are incrementally funded. For these item(s), the sum of \$8,801,712.04 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.

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follows:

CLIN Number	CLIN Cost	Funded Amount	Contract ACRN	Estimated funds exhaustion date:
0002	\$100,000.00	(b)(4)	AA	19-AUG-2004
0102	\$100,000.00	(b)(4)	AC	9-OCT-05
0102	\$100,000.00	(b)(4)	AD	19-AUG-05
0202	\$100,000.00	\$0.00		
020201	\$0.00	(b)(4)	AF	26-FEB-06
020202	\$0.00	(b)(4)	AJ	19-AUG-06
0302	\$100,000.00	\$0.00		
030201	\$100,000.00	(b)(4)	AL	31-OCT-06
030202	\$100,000.00	(b)(4)	AM	03-JAN-07
	COST CLINS	(b)(4)		
	FUNDED TOTAL			

(End of Summary of Changes)