

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1 REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 37	
2. CONTRACT NO. GS-07F-019L		3. AWARD/EFFECTIVE DATE 01-Feb-2004		4. ORDER NUMBER HQ0006-04-F-0002-P00016		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 TEL: 703-486-0176 FAX: 703-486-0182		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 SEE SCHEDULE		CODE		16. ADMINISTERED BY DCM BALTIMORE (CHESAPEAKE) 217 EAST REDWOOD STREET, WEST SUITE 800 BALTIMORE MD 21202-5299		CODE S2101A	
17a. CONTRACTOR/ OFFEROR BETA ANALYTICS, INC. 9600 PENN. AVENUE UPPER MARLBORO MD 20772 TEL: (301) 599-8175		CODE 3Y646 FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS -COLUMBUS CENTER/SOUTH ENTITLEMENT P.O. BOX 182264 COLUMBUS OH 43218-2264			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA See Schedule		26. TOTAL AWARD AMOUNT \$18,830,385.44 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 <u>3</u> 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. REF: HQ0006-03-Q-0015				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: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>John B. Richardson</i>		31c. DATE SIGNED 30-Jan 2004	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) JOHN B. RICHARDSON / DIRECTOR, CTS TEL: (703) 486-0142 EMAIL: barry.richardson@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				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER			
38. S/R ACCOUNT NUMBER				39. S/R VOUCHER NUMBER		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42b. RECEIVED AT (Location)			
41c. DATE				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

Basic

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1,454.40	Manmonth		

Labor

FFP

Services in support of the MDA/SI Security Operations and the Access Control in accordance with the Statement of Objectives (SOO) (Attachment 1) to provide the equivalent of 1,454.4 Manmonths 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 13).

NET AMT

ACRN AA Funded Amount

ACRN AC Funded Amount

ACRN AD Funded Amount

ACRN AE Funded Amount

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Labor Hours		

Surge Support

COST

Surge Services to support MDA/SI in accordance with the SOO (Attachment 1) and the Surge Services Support Schedule (Attachment 12).

ESTIMATED COST

\$100,000.00 (EST.)

ACRN AC Funded Amount

\$76,467.18

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			Lot		

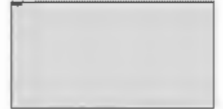
ODC

COST

Other Direct Costs to support MDA/SI in accordance with the SOO (Attachment 1).

ESTIMATED COST

ACRN AC Funded Amount



FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004			Lot		NSP

CDRLs

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
0005		12	Months		

Exterior Building Security
FFP

NET AMT

ACRN AB Funded Amount
ACRN AC Funded Amount
ACRN AD Funded Amount

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101		606	Manmonth		

EXERCISED
OPTION

Labor
FFP

Services in support of the MDA/SI Security Operations and the Access Control in accordance with the Statement of Objectives (SOO) (Attachment 1) to provide the equivalent of 606.0 Manmonths of effort and services on a monthly basis for a period of 5 months in accordance with the Staffing Plan (Attachment 6) and Management Plan (Attachment 13).

PURCHASE REQUEST NUMBER: 57434

NET AMT

ACRN AE Funded Amount
ACRN AF Funded Amount

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010101	Incremental Funding FFP				

NET AMT

ACRN AE Funded Amount

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010102	Incremental Funding FFP				

NET AMT

ACRN AF Funded Amount

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010103	Incremental Funding FFP				

NET AMT

ACRN AG Funded Amount

FOB: Destination

ITEM NO 0102	SUPPLIES/SERVICES	QUANTITY	UNIT Labor Hours	UNIT PRICE \$0.00 (EST.)	AMOUNT \$ (EST.)
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EXERCISED OPTION Surge Support
T&M
Surge Services to support MDA/SI in accordance with the SOO (Attachment 1)
and the Surge Services Support Schedule (Attachment 12).

TOT ESTIMATED PRICE

CEILING PRICE

Funded Amount

FOB: Destination

ITEM NO 0102AA	SUPPLIES/SERVICES	QUANTITY 3,132.6188	UNIT Hours	UNIT PRICE	AMOUNT
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Surge Support - 3rd NMD Conference Labor
T&M

Labor Categories	Estimated Hours	Labor Rate/Total
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PM	60 hours	
Security Specialist VI	60 hours	
Security Specialist IV	60 hours	
Security Specialist III	120 hours	
Security Specialist III	60 OT hours	
Security Specialist II	800 hours	
Security Specialist II	400 OT hours	
Security Specialist I	800 hours	
Security Specialist I	400 OT hours	

The total estimated cost is

TOT ESTIMATED PRICE

CEILING PRICE

ACRN AE Funded Amount

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102AB			Dollars, U.S.		

Surge Support-Multinat. Missile Def Conf
T&M

Surge support for security services during the 18th Multinational Missile
Conference in Rome, Italy.

The Contractor is required to invoice for the actual hours worked in accordance
with the table below. The hours are estimated and thus variable; the rate is fixed.

Labor Category	Est. Hours	Fixed Rate	Est. Total
Security Specialist II	1,624		
Security Specialist III	116		
Total Labor			

Other Direct Costs

Travel	\$121,868.00
Bus	\$6,000.00
Insurance	\$11,200.00
Shipping	\$25,500.00
Other	\$1,000.00

G&A

Totals ODCs

Estimated Total

PURCHASE REQUEST NUMBER: 51643, BASIC

TOT ESTIMATED PRICE

CEILING PRICE

ACRN AH Funded Amount

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103			Lot		
EXERCISED OPTION	ODC COST				

Other Direct Costs to support MDA/SI in accordance with the SOO (Attachment
1).

ESTIMATED COST

ACRN AE Funded Amount

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0104			Lot		NSP
EXERCISED OPTION	CDRLs				

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

NET AMT

Funded Amount

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0105		3	Months		
EXERCISED OPTION	Exterior Building Security FFP				

NET AMT

ACRN AE Funded Amount

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0106		9	Months		
EXERCISED OPTION	Exterior Building Security FFP				

NET AMT

Funded Amount

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010601					
	Incremental Funding FFP				

NET AMT

ACRN AG Funded Amount

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0107	Labor	574	Manmonth		

EXERCISED
OPTION

FFP

Services in support of the MDA/SI Security Operations and the Access Control in accordance with the Statement of Objectives (SOO) (Attachment 1) to provide the equivalent of 574.0 Manmonths (82.0 MYE) of effort and services on a monthly basis for a period of 7 months in accordance with the Staffing Plan (Attachment 6) and Management Plan (Attachment 13).

NET AMT

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010701	Funding for CLIN 0107				

FFP

NET AMT

ACRN AG Funded Amount

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010702	Funding for CLIN 0107				

FFP

NET AMT

ACRN AF Funded Amount

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010703	Funding for CLIN 0107 FFP				

NET AMT

ACRN AC Funded Amount

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010704	Funding for CLIN 0107 FFP				

NET AMT

ACRN AE Funded Amount

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201	Labor	1,454.40	Manmonth		
OPTION	FFP				
	Services in support of the MDA/SI Security Operations and the Access Control in accordance with the Statement of Objectives (SOO) (Attachment 1) to provide the equivalent of 1,454.4 Manmonths 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 13).				
NET AMT					\$0.00
Funded Amount					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202	Surge Support		Labor Hours		
OPTION	T&M				
	Surge Services to support MDA/SI in accordance with the SOO (Attachment 1) and the Surge Services Support Schedule (Attachment 12).				
TOT ESTIMATED PRICE					
CEILING PRICE					
Funded Amount					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203	ODC		Lot		
OPTION	COST				
	Other Direct Costs to support MDA/SI in accordance with the SOO (Attachment 1).				
ESTIMATED COST					
Funded Amount					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0204			Lot		NSP
OPTION	CDRLs				

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
0205		12	Months		
OPTION	Exterior Building Security				
	FEP				

NET AMT

Funded Amount

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301	Labor	1,454.40	Manmonth		
OPTION	FFP				
	Services in support of the MDA/SI Security Operations and the Access Control in accordance with the Statement of Objectives (SOO) (Attachment 1) to provide the equivalent of 1,454.4 Manmonths 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 13).				

NET AMT

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302	Surge Support		Labor		
OPTION	T&M		Hours		
	Surge Services to support MDA/SI in accordance with the SOO (Attachment 1) and the Surge Services Support Schedule (Attachment 12).				

TOT ESTIMATED PRICE

CEILING PRICE

Funded Amount

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0303	ODC		Lot		
OPTION	COST				
	Other Direct Costs to support MDA/SI in accordance with the SOO (Attachment 1).				

ESTIMATED COST

Funded Amount

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0304			Lot		NSP
OPTION	CDRLs				

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

NET AMT

Funded Amount

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0305		12	Months		
OPTION	Exterior Building Security EEP				

NET AMT

Funded Amount

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0306

FFP

NET AMT

Funded Amount

FOB: Destination

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-FEB-2004 TO 31-JAN-2005	N/A	N/A FOB: Destination	
0002	POP 01-FEB-2004 TO 31-JAN-2005	N/A	N/A FOB: Destination	
0003	POP 01-FEB-2004 TO 31-JAN-2005	N/A	N/A FOB: Destination	
0004	N/A	N/A	N/A	N/A
0005	POP 01-FEB-2004 TO 31-JAN-2005	N/A	N/A FOB: Destination	
0101	POP 01-FEB-2005 TO 30-JUN-2005	N/A	MISSILE DEFENSE AGENCY (MDA) ARTHUR V. TYSEN CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 882-6295 FOB: Destination	HQ0006
010101	N/A	N/A	N/A	N/A
010102	N/A	N/A	N/A	N/A
010103	N/A	N/A	N/A	N/A
0102	POP 01-FEB-2005 TO 31-JAN-2006	N/A	N/A FOB: Destination	

0102AA	N/A	N/A	N/A	N/A
0102AB	POP 31-AUG-2005 TO 10-SEP-2005	N/A	N/A FOB: Destination	
0103	POP 01-FEB-2005 TO 31-JAN-2006	N/A	N/A FOB: Destination	
0104	POP 01-FEB-2005 TO 31-JAN-2006	N/A	N/A FOB: Destination	
0105	POP 01-FEB-2005 TO 31-JAN-2006	N/A	MISSILE DEFENSE AGENCY (MDA) ARTHUR V. TYSEN CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 882-6295 FOB: Destination	IIQ0006
0106	POP 01-MAY-2005 TO 31-JAN-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
010601	N/A	N/A	N/A	N/A
0107	POP 01-JUL-2005 TO 31-JAN-2006	N/A	MISSILE DEFENSE AGENCY (MDA) ARTHUR V. TYSEN CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 882-6295 FOB: Destination	HQ0006
010701	N/A	N/A	N/A	N/A
010702	N/A	N/A	N/A	N/A
010703	N/A	N/A	N/A	N/A
010704	N/A	N/A	N/A	N/A
0201	POP 01-FEB-2006 TO 31-JAN-2007	N/A	N/A FOB: Destination	
0202	POP 01-FEB-2006 TO 31-JAN-2007	N/A	N/A FOB: Destination	
0203	POP 01-FEB-2006 TO 31-JAN-2007	N/A	N/A FOB: Destination	
0204	POP 01-FEB-2006 TO 31-JAN-2007	N/A	N/A FOB: Destination	
0205	POP 01-FEB-2006 TO 31-JAN-2007	N/A	N/A FOB: Destination	

0301	POP 01-FEB-2007 TO 31-JAN-2008	N/A	N/A FOB: Destination	
0302	POP 01-FEB-2007 TO 31-JAN-2008	N/A	N/A FOB: Destination	
0303	POP 01-FEB-2007 TO 31-JAN-2008	N/A	N/A FOB: Destination	
0304	POP 01-FEB-2007 TO 31-JAN-2008	N/A	N/A FOB: Destination	
0305	POP 01-FEB-2007 TO 31-JAN-2008	N/A	N/A FOB: Destination	
0306	N/A	N/A	N/A	N/A

ACCOUNTING AND APPROPRIATION DATA

AA: 0740400.2520 60901598C 2525 012123 BMDO0144140002

AMOUNT: [REDACTED]

AB: 0740400.2520 60901598C 2525 012123 BMDO0144480446

AMOUNT: [REDACTED]

AC: 9740400.2520 60901598C 2525 012123 BMDO0145131929

AMOUNT: [REDACTED]

AD: 07 X 4021 2020 PY161 4532 2585 S49447 GDAM40018

AMOUNT: [REDACTED]

AE: 9750400.2520 60901598C 2525 012123 BMDO0147286466

AMOUNT: [REDACTED]

AF: 9750400.2520 40603890C 2525 012123 BMDO0154187434

AMOUNT: [REDACTED]

AG: 07 X 4021 2016 PY161 4532 2585 S49447 PBAM50010 S49447

AMOUNT: [REDACTED]

AH: 9750400.2520 60901598C 2525 012123 BMDO0156221643

AMOUNT: [REDACTED]

MDA-BSSP-A

CONTINUATION OF STANDARD FORM 1449 (SCHEDULE)

a. This is a Firm-Fixed Price order with a Time & Material (T&M) provision. The **FFP** CLINs are CLIN 0001 and CLIN 0005 (and respective CLINs for each option year) and the T&M CLIN is CLIN 0002 (and respective CLINs for each option year). **Other Direct Costs are addressed under CLIN 0003 (and respective CLINs for each option year).** Deliverables are addressed under **CLIN 0004** (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 CLINs 0001, 0002, 0005, 0107 (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 \$17,346,554.30 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 CLINs 0001, 0002, 0005, 0107 (and respective CLINs for each option year). The CLIN 0001 man-month price extended for the actual number of man-months provided covers all services that are part of the contractor's project plan and applicable staffing plan. The CLIN 0001 price includes all related project management, supervision, administrative support, and operating supplies whether performed on-site in MDA facilities or in contractor facilities. Travel and reimbursable items addressed in paragraph c. below will not be included in CLIN 0001 (and respective CLINs for each option year). Stated prices for each of the last two option years may be adjusted subject to the terms of Clause #12. The CLIN 0002 price will be determined on an individual Technical Task Order basis IAW Clause #22.

c. The parties mutually agree that Other Direct Costs (ODCs) under CLIN 0003 (and respective CLINs for each option year) will be billed at cost plus G&A without fee and IAW the GSA Schedule. The ODC CLINs are intended to cover pre-approved contractor travel, atypical time-critical supply or reproduction needs, and leased facilities when authorized in advance by the Contracting Officer.

FAR 52.232-22 Limitation Of Funds (APR 1984) is incorporated herein by reference and is applicable to CLIN 0003 (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 agreed to by the parties as specified in Attachment 6, Labor Mix, Qualifications and Rates Matrix (submitted as part of the Offer). While the Government expects minor month-to-month fluctuations may occur in the actual staffing provided, it is the Contractor's responsibility to 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 an appropriate outcome of the work environment. There are ten (10) Government observed holidays.

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

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

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

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

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, by reference herein. In the case of conflict, this SF1449 shall govern:

I. MATERIAL INSPECTION AND RECEIVING REPORT AND CONTRACTING OFFICER'S REPRESENTATIVE

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

b. The Contracting Officer's Representative (COR) will be assigned by the PCO at time of order issuance. The COR will pre-certify invoices and execute the receiving report(s), (Items 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.

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 man-month unit price extended for the actual number of man-months provided for CLIN 0001 (and respective CLINs for each option year) and labor hours by labor category for CLIN 0002 (and respective CLINs for each option year).
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 or fixed monthly unit price extended for the actual number of man-months provided under CLIN 0001 and respective option CLINs/ the period of performance or authorized labor hours under CLIN 0004 (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 Work Flow system in accordance with DFARS 252.232-7003, Electronic Submission of Payment Requests.

3. PAYMENT INSTRUCTION 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, subsequent option exercise or Award Term entitlement (see clause 10.) when awarded pursuant to this Task Order.

5. REMITTANCE ADDRESS

Payment of invoices furnished by the Contractor shall be sent to the following address:

Company
Street Address, Suite
City, State Zip
Attn:

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) and "Technical Report/Study", "Funds and Labor Hour Expenditure Report" and other reports to the Contracting Officer IAW the attached DD Form 1423-1, CDRL, Exhibit A and as specified in 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

a. On-site work under CLIN 0001 (and respective CLINs for each option year) will be performed at MDA National Capital Region (NCR) sites (currently Federal Office Building #2 (FOB2), Sequoia Plaza, and various locations in Crystal City, Arlington, Virginia and the Suffolk Building, Fairfax, Virginia). Should off-site personnel be required at a future date in the NCR, 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 (FOB2) 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 NCR metropolitan area must be explained/justified.

b. CLIN 0002 (and respective CLINs for each option year) will be performed either at MDA NCR sites or at other locations yet to be determined.

11. KEY STAFF

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

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.

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 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.

c. 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 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.

g. 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 FSS and requirements under the then current Federal Acquisition Regulations and Defense Federal Acquisition Regulations Supplement.

13. AWARD TERM/NON-CORE OPTION YEAR PRICE ADJUSTMENT

a. The price for award term periods, if earned, and non-core option years following the award term periods (option years six, eight, and ten), 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 four year core task order period (base and priced options) and are not retroactive. If the contractor elects to submit a request, it may cover changes in pricing for both of or only one of the last two-priced option years in the core performance period.

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

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

e. The maximum amount of the increase which will be permitted for each unit price stated in the order will be limited to a ceiling of 10 percent over the original price.

f. The request for a pricing adjustment will identify the GSA schedule contract labor rates that apply to the specific year (or if a new schedule contract is pending, the schedule contract labor rates and effective dates that have

been negotiated with GSA). The contractor will explain how the discount percentage limitation off the GSA rate for each labor category was figured and applied to the higher proposed task order unit price.

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. CONTRACTOR ACCESS TO PLANNING, PROGRAMMING, BUDGETING, AND EXECUTION (PPBE) DATA (OCT 2004)

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

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

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

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

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

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

The Contracting Officer shall be notified immediately in writing in the event of any changes in b (1) and (2) above throughout the lifetime of this contract. With regard to competing on future MDA procurements, the Contractor must abide by the organizational conflict of interest provisions of this contract.

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

(1) Planning data defines the national military strategy; integrates the military forces necessary to accomplish that strategy; prioritizes the resources for effectively accomplishing the mission; and provides decision options.

(2) Programming data reflects the systematic analysis of missions and objectives to be achieved, alternative methods, and effective allocation of limited resources.

(3) Budgeting data are detailed financial estimates of the MDA Program or any of its related projects.

(4) Execution data relates to the recording of expenditures that document how the funds were spent.

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

(1) PLANNING

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

(2) PROGRAMMING

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

(3) BUDGETING

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

(4) EXECUTION

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

e. The Contractor shall be responsible for informing its personnel (hereinafter includes persons employed by the Contractor as an agent, consultant, or subcontractor) of the provisions of this clause and providing original MDA PPBE certifications "PPBE Non-Disclosure Agreement" (MDA Form 099) attached to the Contracting Officer within fifteen (15) days after the award of this contract. A "PPBE Non-Disclosure Agreement" shall be obtained from each Contractor employee involved in the performance of this contract that requires access to such data. Each individual shall be required to agree to:

(1) Read and comply with the applicable provisions of this clause, the non-disclosure agreement, and the provisions of MDA Directive 7045.01.

(2) Handle PPBE data as for official use only.

(3) Ensure PPBE data entrusted to them will ONLY be used in accordance with applicable MDA governing regulations, for the purpose for which it was provided, and within the scope of the Statement of Work.

(4) Not divulge PPBE data (obtained directly or indirectly in the performance of this contract unless directed by the Contracting Officer) to any individual, except to Government personnel whom they know to have a "need-to-know" and non-Government person(s) whom they know to have MDA PPBE authorization. Even though data becomes part of the public domain, contractor personnel are bound by the provisions of this clause not to confirm or deny questions regarding PPBE data. Inquiries by unauthorized persons should be referred to the Contracting Officer's Representative or the Contracting Officer. (Verification of contractor personnel authorized access to PPBE data can be obtained only from the Contracting Officer.)

(5) Not transport (by any medium), maintain, or process PPBE data outside a Government facility unless the removal or preparation of such data at the facility is accomplished in accordance with a company's facility plan approved by MDA. (Verification of MDA PPBE-approved contractor facilities and individuals can be obtained from the Contracting Officer.) Authorization to transport PPBE data shall be provided by the Contracting Officer.

(6) Notify the Contracting Officer promptly if any non-Government person(s) or company(s) requests access to PPBE data.

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

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

(1) Information Systems Directorate - all ADP equipment.

(2) Resources Management Facilities Logistics Directorate - all other equipment, such as telefax and reproduction machines, tables, chairs, and mobile and permanent white boards.

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

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

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

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

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

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

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. TECHNICAL TASK ORDERING - CLIN 0004 (and respective CLINs for each option year)

a. The Government will place Technical Task Orders (TTO) for services consistent with the SOO /SOW (Attachment 1) for a total amount of hours not to exceed that which is specified at CLIN 0004 (and respective CLINs for each option year), on a fixed price time and materials basis. The contractor shall initiate special studies and receive compensation for such studies only after receiving a task order for the study issued by the PCO.

b. The order will identify (1) the scope of the study and study objectives, (2) the period of performance, (3) the estimated level of effort and skill sets, and (4) the not-to-exceed amount allocated to the particular study project (if the effort needs to start immediately).

c. Upon receipt of the TTO the contractor shall respond with a Task Plan summarizing the study plan of action, milestone schedule, report format and content and estimated cost.

d. The MDA technical sponsor, in coordination with the COR, reconciles the Study Plan with the MDA need and submits a TTO and funding document to the PCO for placement under the contract.

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 (MDA Form 018, Attachment 13), 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.

<u>DOCUMENT</u>	<u>PGS</u>	<u>DATE</u>	<u>TITLE</u>
EXHIBIT A	7	11-20-03	Contract Data Requirements List (CDRL), DD Form 1423-1
ATTACHMENT 1	16	11-20-03	Statement of Objectives (SOO)
ATTACHMENT 2	1	11-20-03	Government Furnished Information/Government Furnished Equipment and Other Direct Cost Limitations
ATTACHMENT 3	10	10-24-05	DD Form 254 , Revision No. 1
ATTACHMENT 4	2	11-20-03	PPBS Non-Disclosure Agreement (upon award the successful offeror will complete for its staff, to include team member and subcontractor staff)
ATTACHMENT 5	8	11-20-03	Award Term Plan
ATTACHMENT 6	16	11-20-03	Labor Mix, Qualifications and Rates Matrix and Price Format
ATTACHMENT 7		01-05-04	Management Plan (to be incorporated upon award)
ATTACHMENT 8	4	11-25-03	Surge Services Support Schedule
ATTACHMENT 9	1	11-25-03	Surge Services Work Order

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G. PREPARED BY Robert R. Peavey, Director, MDA/SIS			H. DATE		I. APPROVED BY																																																					
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Attachment 1
HQ0006-04-F-0002

**Statement of Objectives for Security Operations and Access Control
Director for Security and Program Protection (SIS)**

	GENERAL TASK DESCRIPTIONS/OBJECTIVES
1.0	The Security Operations Center provides specialty security support functions not specifically performed by the ACC. The Access Control Center functions as the initial reception and visitor processing center for MDA facilities. General duties are listed.
1.1	<p>The Contractor shall maintain an on-site operational staff at [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED] There will be changes in the amount of ACC's and level of effort as growth continues. To facilitate interaction with MDA technical and management personnel, the Contractor's Program Manager (PM) shall maintain an office on-site (FOB2). Contract related administrative support functions performed here include employee processing, payroll, Standard Operating Procedure (SOP) and memorandum development, contract work and leave scheduling, and contractor state security requirements compliance authority.</p>
1.2	The SOC/ACC operational staff shall be appropriately dressed in uniform attire consisting of dark blue blazer jacket, slacks (blue, black or gray), mid-length skirt (blue, black or gray), white shirt, and uniformed style ties. Personnel are authorized complementing outerwear appropriate for rain and cold weather conditions. The SOC/ACC staff shall possess the appropriate appearance and demeanor to professionally and courteously greet and respond to visitors of all levels of government, industry, and nationality. All personnel are required to have a [REDACTED] clearance level. The Program and Deputy Program Manager should have a [REDACTED] clearance level.
1.3	All visitor actions shall be processed as expeditiously as possible, generally within five minutes after arrival, at an ACC. Sufficient personnel shall be readily available to augment regular staff in case of any severe or unusual circumstances (such as multiple meetings), and during peak load periods so that the standard ACC operation will be consistent.

**Statement of Objectives for Security Operations and Access Control
Director for Security and Program Protection (SIS)**

1.4	The Contractor shall develop, submit for COR approval, and implement and maintain a quality assurance and metrics program that includes performance measures and documentation of work efforts. The program should evaluate employee performance, ensure adequacy of training materials and levels, ensure specialty certification levels, and appropriate training.
1.5	The Contractor shall implement and maintain a regularly scheduled employee-training program, based on the Training Plan Document provided under CDRL A002 that ensures that all contract personnel have the expertise required to successfully perform the security services described herein. This is especially necessary for part-time employees in order to maintain their professional proficiency. The Training Plan Document shall include: (1) an overall training description providing planning objectives and scheduling for primary, refresher and employee job cross-training actions; and (2) individual course plans for each functional or position instruction. The Contractor shall monitor training and performance to ensure that Government standards mandated by the DoD, MDA and Commonwealth of Virginia are maintained.
1.6	To comply with Commonwealth of Virginia requirements, all contractor employees shall obtain and maintain current Commonwealth of Virginia, Department of Criminal Justice Services (DCJS), Private Security Services certification as unarmed security officers, and other DCJS certifications as appropriate.
1.7	The SOC/ACC personnel shall be accredited and badged to indicate they are security officers in compliance with Code of Virginia Laws Relating to the Regulations of Private Security Services. The Director, SIS will approve badges and sign credentials for SOC personnel. Badges and credentials will be controlled items, with daily issuance and turn-in, the oversight of which, will be performed by the site supervisor and by the Operations Manager.

* Estimates are provided for pricing purposes only.

**Statement of Objectives for Security Operations and Access Control
Director for Security and Program Protection (SIS)**

	SPECIFIC TASK DESCRIPTIONS/OBJECTIVES
	THE CONTRACTOR SHALL:
1.0	OPERATE A SECURITY OPERATIONS CENTER (SOC)
1.1	Establish a Duty [REDACTED] [REDACTED] [REDACTED] of other activities, as required.
1.2	Lease [REDACTED] as required, to support SOC/ACC [REDACTED] [REDACTED]. Leases must be transferable to a successor contractor(s) (at cost). The contractor will lease commercial space in close proximity to FOB2 to maintain [REDACTED]. Lease should be in renewable one-year terms, with the ability to transfer if needed.
1.3	Will be responsible for all aspects of the operation of [REDACTED] [REDACTED] within the SOC/ACC.
1.4	Act as the focal point for emergency communications with the SOC/ACC staff, SIS, EAC, Building Management, and Pentagon Force Protection Agency (PFPA).
1.5	Will be responsible for ensuring the development, updating and implementation of approved emergency [REDACTED], to be used by SOC/ACC and ECC personnel. Checklists may also be supplied to MDA personnel as supplemental training material.

* Estimates are provided for pricing purposes only.

**Statement of Objectives for Security Operations and Access Control
Director for Security and Program Protection (SIS)**

2.0	PROVIDE SECURITY CLEARANCE ADMINISTRATION
2.1	Provide security clearance verification and work with the Organizational Security Division (SISO) in support of the MDA personnel security program.
2.2	Receive and process need-to-know certifications for U.S. Government personnel and contractors supporting MDA.
2.3	Send visits request for MDA U.S. Government personnel visiting other U.S. Government activities and U.S. Government contractor facilities.
2.4	Prepare security clearance certifications for unique MDA sponsored events and meetings.
3.0	PROVIDE FOREIGN VISIT ADMINISTRATION
3.1	Support SISC and SISI to compile information regarding foreign visitors to MDA utilizing the FORDTIS and MDA visitor databases in accordance with DoD Directive 5230.20.
3.2	Receive and process foreign national visit request from the read-only Foreign Visit System (FORDTIS) and enter appropriate information in SOC/ACC security databases.
3.3	Provide notification of any foreign visit to SISI and SISC as soon as possible before a visit occurs.
4.0	PROVIDE FACILITY PHYSICAL SECURITY AND FORCE PROTECTION
4.1	Implement, as required by MDA leadership elements or within MDA standards,

* Estimates are provided for pricing purposes only.

**Statement of Objectives for Security Operations and Access Control
Director for Security and Program Protection (SIS)**

	(when possible) at facilities without
4.2	including Holidays or other days the government is officially closed. Additional site requirements will be determined as necessary.
4.3	Perform in accordance with DoD Directive 5200.1 "Information Security Programs." Duties will include
4.4	Provide the report to the COR the next business day.
4.5	Monitor and control the MDA to, as necessary.
4.6	Operate the provided and provide timely notification to the COR for coordination of needed repairs or maintenance to or
4.7	Review against data recorded on the is not manned, or as required. Immediately report discrepancies to the COR.
4.8	Perform points. Immediately notify SIS or COR of any situations affecting the

* Estimates are provided for pricing purposes only.

**Statement of Objectives for Security Operations and Access Control
Director for Security and Program Protection (SIS)**

4.9	Assist in the conduct of random entry points inspections, as directed by the MDA Chief of Staff.
4.10	Perform [REDACTED], as required to ensure [REDACTED]. Liaise with [REDACTED] as necessary to ensure [REDACTED] control and accountability.
5.0	PERFORM [REDACTED] INFORMATION [REDACTED] INSPECTIONS
5.1	Perform [REDACTED] within MDA facility spaces in accordance with DoD Directive 5200.1 "Information Security Program." [REDACTED] [REDACTED] The Security Officers duties include [REDACTED] [REDACTED]
6.0	MAINTAIN BADGING
6.1	Follow Pentagon Force Protection Agency procedures to operate an authorized Pentagon Building Pass workstation utilizing the AMAG system to create and issue building passes for MDA personnel and all authorized Pentagon other personnel working at [REDACTED].
6.2	Utilizing the AMAG system, Insert required MDA specific information into badges issued to authorized MDA personnel.
7.0	PROVIDE EMERGENCY ASSESSMENT
7.1	Provide initial assessment of all emergency situations arising within MDA facilities. Provide such assistance within the capabilities of responding personnel. Direct emergency response personnel to the scene, maintain security integrity of the immediate area, and provide other assistance as directed or appropriate.
7.2	Establish communications with the SOC. Apprise SOC management of what has occurred and actions taken. Perform functions as directed by SOC management, the COR, or higher government

* Estimates are provided for pricing purposes only.

**Statement of Objectives for Security Operations and Access Control
Director for Security and Program Protection (SIS)**

	authority.
7.3	All operational staff will possess current Red Cross or equivalent first aid, Adult CPR, and automated external defibrillator certification. The operational staff will take the course in Preventing Disease Transmission in the prevention and spreading of blood borne pathogens
7.4	When responding to emergencies, personnel should use caution to minimize risk and not knowingly engage in an activity in which serious injury or death is likely. Personnel are expected to utilize their training and exercise good judgment in providing assistance, while keeping the SOC informed of the situation.
8.0	PROVIDE SECURITY TRAINING / BRIEFINGS
8.1	Implement and support compliance with, and support multiple training requirements identified in referenced documents for MDA personnel including: annual security refresher; MDA newcomers; escorts; specialized training (as required) and internal SIS security training.
8.2	Implement and support the provision of multiple briefings to MDA personnel to meet requirements for various briefings, to include [REDACTED] briefings.
8.3	Propose, develop and conduct approved automated training processes and courses for requirement in paragraph b. Assist with the development of, and migration to, an automated training process compatible and compliant with MDA security training requirements.
8.4	Develop and propose innovative ways to ensure security awareness and posture is maintained at the highest possible level
8.5	Assist the EAC in developing and implementing approved [REDACTED] planning, [REDACTED], [REDACTED], and implementing other training requirements as necessary.
9.0	PROVIDE LIAISON DUTIES

* Estimates are provided for pricing purposes only.

**Statement of Objectives for Security Operations and Access Control
Director for Security and Program Protection (SIS)**

9.1	Perform daily security interface duties with SIS Counterintelligence and SIS International Security Divisions regarding [REDACTED]
9.2	Interface with [REDACTED] and as directed,
9.3	Perform liaison with the EAC to establish [REDACTED] personnel.
10.0	PROVIDE COURIER CARDS
10.1	Develop and implement the MDA courier card system. The system will include the fabrication of unique MDA courier cards for MDA government staff.
10.2	Maintain necessary records that indicate the issue of courier cards and certification of acknowledgement by the courier.
11.0	PROVIDE EAC BACKUP AND CONTINUITY OF OPERATIONS (COOP) IMPLEMENTATION
11.1	The SOC will be familiar with the [REDACTED] and as required will take action as directed by the COR, the [REDACTED]
12.0	OPERATE ACCESS CONTROL CENTER OPERATIONS
12.1	PROCESS VISIT REQUESTS

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**Statement of Objectives for Security Operations and Access Control
Director for Security and Program Protection (SIS)**

12.2	Receive clearance verifications/visit requests from other U.S. Government activities and U.S. Government contractors and enter in the Integrated Access Control System (IACS).
12.3	Send visit authorization requests for MDA staff members as needed, before classified visit in accordance with DoD Directive 5200.1-R and the supplement to 5200.1R, Admin, Inst. 26
12.4	Process foreign visit authorization requests in accordance with applicable regulations and requirements (DoD Directive 5230.20 and MDA Directive 5200).
12.5	Operate a classified read-only Foreign Disclosure and Technical Information System (FORDTIS) terminal to ensure proper visit authorization confirmation for foreign visitors. Enter appropriate foreign visitor information into visitor control security databases. Coordinate, as necessary, with the International Security Division on all matters requiring clarification of all foreign visits. [REDACTED]
13.0	PROCESS AND ESCORT VISITORS
13.1	Validate each visitor's clearance status utilizing ACC security databases.
13.2	Register incoming visitors in the appropriate ACC databases and notify the MDA point-of-contact (POC) by telephone of the visitor's presence
13.3	On the FOB2 compound when required by PFFPA entry requirements, escort visitors to the MDA SOC for processing and, when requested by the MDA POC, within the MDA spaces to the POC's office.
13.4	Prepare and issues temporary [REDACTED] MDA facility badges for visitors, or [REDACTED] badges.
13.5	Escort [REDACTED] hours.
14.0	CONTROL ELECTRONIC MEDIA AND CLASIFIED MATERIALS
14.1	Maintain a listing of incoming and outgoing records of receipt and dispatch for both classified

* Estimates are provided for pricing purposes only.

**Statement of Objectives for Security Operations and Access Control
Director for Security and Program Protection (SIS)**

	and unclassified computer storage media (magnetic/hard drives) and perform virus checks on all incoming media.
14.2	Receive, handle, and store classified material, in accordance with DoD Directive 5200.1. [REDACTED]
14.3	Receive packages and messages from couriers, notify proper MDA staff member/section, and secure as appropriate for pickup.
15.0	PROVIDE DOCUMENT CONTROL AND MANAGEMENT OF CLASIFIED MATERIALS
15.1	Maintain a listing of incoming and outgoing classified materials, to include incoming and outgoing records of receipt and dispatch of classified material at designated locations. The management of these materials will be coordinated with the MDA Security Manager and the location Security Manager.
15.2	Maintain a listing of [REDACTED] at designated locations.
16.0	MAINTAIN RECORDS
16.1	Operate an Agency visitor badge distribution office and maintain records in accordance with DoD Directive 5200.1 and MDA Directive 5200.
16.2	Review and update the SOC security database on a daily basis against the hard copy visit authorization request Form 10's, clearance certificates; and "Badge Access Change Forms".
16.3	Upon request from MDA staff elements, provide information relative to the identity of visitors, persons or staff elements visited, and the visit dates.
16.4	Maintain a record of security clearances issued to MDA staff that includes the capability of generating multiple reports on MDA clearance status upon request.
16.5	When complete Conference Support (3.3.3) with separate task order is not necessary, verify clearances and develop conference attendance databases and produce attendance security rosters, which will serve as the basis for conference admission.

* Estimates are provided for pricing purposes only.

**Statement of Objectives for Security Operations and Access Control
Director for Security and Program Protection (SIS)**

16.6	Retain a copy of the Defense Investigative Service facility clearance listing for use by MDA staff members.
16.7	Will not remove files off-site without the prior written consent of the COTR.
17.0	OPERATION OF SELF-PROPELLED VEHICLES (SPV)
17.1	The SOC will operate up to two (2) MDA furnished Self Propelled Vehicles (SPV's) to facilitate the movement of visitors within the FOB2 compound. Insure that sufficient operational staff are trained and licensed as operators to support continuous operation during the period 0600-1730, Monday through Friday, and after normal business hours when specially required for conferences, meetings, tests, or other special events (not to exceed 8 hours per SPV per month) at FOB2.
17.2	SPV's will be operated in accordance with the "Pentagon Building Management Office Pedal Operated, Manually Operated and Self-Propelled Battery Operated Vehicles Policies, Procedures and Guidelines" Third Revision, 1 May 1999.
17.3	SPV operators will perform operator echelon maintenance and service of the assigned SPV. This service and maintenance includes connecting/disconnecting vehicle from electric charging source, cleaning of vehicle surface areas, and maintaining operator logs/records.
17.4	ACC SPV drivers shall be dressed in uniform attire with complementing outerwear (rain/cold weather) as cited in paragraph 3.1.2 of the SOO.
18.0	PERFORM SECURITY OPERATION CENTER AND ACCESS CONTROL CENTER (SOC/ACC) SUPPORT ACTIONS
18.1	Develop and draft updates to the "Security Operations Center/Access Control Center Standard Operating Procedure (SOC/ACC SOP)" for COR consideration and approval based on new requirements, lessons learned or ideas for improving the speed, accuracy, or service of SOC/ACC operations. The current ACC SOP is provided as attachment to CDRL A003.
18.2	Operate existing ACC government supplied hardware and software applications, which currently utilize Microsoft Office products. Operate a Pentagon Force Protection Agency (PFPA) supplied

* Estimates are provided for pricing purposes only.

**Statement of Objectives for Security Operations and Access Control
Director for Security and Program Protection (SIS)**

	and authorized AMAG badging terminal. Operate the current MDA facility AMAG access control system.
18.3	Provide MDA/Information Operations timely notification of any operating problems with, or maintenance services required for MDA supplied hardware and software not associated with the IACS and AMAG access control systems.
18.4	Maintain consumable supplies such as badge and printer ribbon stock.
19.0	PROVIDE CONFERENCE, MEETING, TEST AND SPECIAL EVENT SUPPORT
19.1	<p>The SOC/ACC will support MDA conferences, meetings, tests, and special events located both within MDA facilities and at off site locations. Support by the contractor will depend upon the extent of expected security requirements, location, and number of participants. Support requirements range from [REDACTED] described below. An annual multinational conference is often held in a foreign country. Support includes: [REDACTED]</p> <p>[REDACTED] sites. Event definitions are provided below.</p> <p>a. Conference - MDA sponsored or supported function at a [REDACTED]</p> <p>[REDACTED] Conference support requires additional personnel the support of which should be covered with a surge capability of up to [REDACTED] personnel, and can be covered under the normal contract by task order. Support includes badging operations, registration [REDACTED]</p> <p>[REDACTED] receipt (from MDA). Currently, the major conferences are supported: the National Ballistic Missile Defense (BMD) Conference (5 Days including pre-registration): the Multinational Ballistic Missile Defense (BMD) Conference (5 Days including pre-</p>

* Estimates are provided for pricing purposes only.

**Statement of Objectives for Security Operations and Access Control
Director for Security and Program Protection (SIS)**

	<p>registration.</p> <p>b. Meeting - MDA sponsored or supported classified or unclassified function in MDA spaces consisting of [REDACTED] personnel that may require [REDACTED] for attendees and support staff. May require additional personnel support (not [REDACTED] personnel [REDACTED] hours), which will be covered by a surge capability or be provided by current on-site staff, and is paid for under the normal contract. Support includes badging operations, registration, [REDACTED] receipt.</p> <p>c. Test Event-MDA sponsored or supported Classified or Unclassified function viewed in MDA spaces using the Management Information center (MIC) and video Teleconferencing Center (VTC). Often occurs after [REDACTED] and may require [REDACTED] hours), which will be covered by a surge capability or be provided by current onsite staff, and is paid for under the normal contract. Test events may experience delays necessitating rescheduling due to test equipment failure and complications due to weather. Test events will average one event per month. Support may include badging operations, registration, [REDACTED] receipt.</p> <p>d. Special Event - MDA sponsored or supported function associated with [REDACTED] Support is [REDACTED] can typically be provided by [REDACTED] and is paid for under the normal contract. Support may include badging operations, registration, facility entry/access support, physical security and access control, and VIP/HRP protection.</p>
20.0	PROVIDE PRE-EVENT REQUIREMENTS
20.1	Verify clearances and develop attendance databases using existing SOC/ACC applications or COTS

* Estimates are provided for pricing purposes only.

**Statement of Objectives for Security Operations and Access Control
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	software, which quickly generates clear and concise attendance rosters and sub-rosters, sorts personnel data, and incorporates classified mailing addresses and generates inner and outer envelope mailing labels in accordance with DoD 5200.1-R.
20.2	Develop attendee security rosters, as required, which will serve as the basis for event admission. Ensure completeness, accuracy, and strong quality control.
20.3	Using an MDA provided event badging system, design, and produce event specific security badges in accordance with security requirements, incorporating and identification required by the specific event
20.4	Upon receipt of COR approval, purchase badge materials as needed, through Government supply or commercial vendors.
20.5	Coordinate registration efforts with the Government, public and/or private entities responsible for the event, to include logistical support and clearance information.
20.6	Participate in SIS [REDACTED] and submit [REDACTED] for Government approval (CDRL A004). Submissions should include: recommended access control points; personnel support requirements based upon site configuration and estimated attendance (distinguishing between access control, badging, physical and notebook/electronic device security); and identification of logistic and communication requirements.
21.0	PROVIDE EVENT REQUIREMENTS
21.1	Provide sufficient personnel for registration, badging operations, access control, [REDACTED] (if necessary), to ensure that participants are properly cleared, registered, badged, and are not unduly delayed during in-processing.
21.2	Maintain communications with foreign embassy points of contact, and Government or corporate security managers to verify personnel security clearance data for participants, as required.
21.3	Event site personnel must [REDACTED] [REDACTED] from the MDA SOC/ACC.
21.4	Maintain sufficient equipment, resources, and materials at the event site to produce/correct conference badges.

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**Statement of Objectives for Security Operations and Access Control
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22.0	PROVIDE POST-EVENT REQUIREMENTS
22.1	Prepare after-action reports identifying conference attendee statistics, strengths, and weaknesses of security procedures, and corrective recommendations for future events (CDRL A005).
22.2	Prepare final attendance roster and statistical summaries (CDRL A006).
23.0	PROVIDE SECURITY REQUIREMENTS
23.1	During . . . These personnel shall be . . . The contractor will provide personnel as appropriate to . . . is required.
23.2	Individual task orders will be issued when such . . . is required.
23.3	should have the ability to assist in
23.4	Personnel must be familiar with Executive Branch and Industry . . . to mitigate the impact of . . . Must be sufficiently knowledgeable of . . .
23.5	Provide technical security guidance for the . . . and facilities that meet current DoD . . . Guidance.
24.0	PROVIDE CONTRACT MANAGEMENT
24.1	The contractor shall prepare a Monthly Status Report and present it to the COR via a Program Management Review meeting. Out of cycle Program Management Reviews may be requested under circumstances of unusual or unexpected program activity. The Monthly Status Report shall include Operations, SPV Operation, Meetings,

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**Statement of Objectives for Security Operations and Access Control
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	Keycard and Badge Inventory, Virus Checks, Visitor Statistics, and Media Checks.
25.0	PERFORM SECURITY OF MDA SPACES AND INFORMATION SYSTEMS DUTIES
25.1	The Contractor shall notify the COR in writing whenever a prime or subcontractor employee included on the current VAR/Letter discontinues support to this contract. This requirement shall apply to both contractor and employee initiated termination of services and to temporary suspension of services longer than four weeks. Upon notification, the COR will ensure that the Technical Area Security Officer (TASO) / Office Security Manager (OSM) takes timely action to: 1) remove the employee from the current VAR/Letter; 2) cancel the MDA badge/DoD building pass issued pursuant to the VAR/Letter; and 3) terminate the MDA LAN account/access privileges. 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 working days before service discontinuation. For unplanned termination or suspension of services exceeding four weeks, notification shall be made within one working day after the termination / suspension action.
26.0	Surge Services - will only be used in the event that additional staffing is required to support technical studies and surveys as they arise or an unusual or unplanned increase in workload activities.

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Attachment 2
HQ0006-04-F-0002

**GOVERNMENT FURNISHED INFORMATION/GOVERNMENT FURNISHED
EQUIPMENT AND OTHER DIRECT COST LIMITATIONS**

GOVERNMENT FURNISHED INFORMATION

1. Access to PPBS Information:
2. Access to information of other contractors:

GOVERNMENT FURNISHED EQUIPMENT

1. Number of On Site Work Stations (including Computers):
2. GFE:

OTHER DIRECT COSTS

NTE: \$100,000 under CLIN 0002 and respective CLINs for each option year

1. Non-Local Travel

<u>Anticipated Destination</u>	<u>Anticipated Frequency</u>
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2. Other Costs: as authorized by the COR

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

Ballistic Missile Defense System (BMDS)-related PPBS data: Current or future PPBS data regarding any activity relating to the BMDS Program or any of its projects regardless of the funding source or date of the document.

Planning data defines the national military strategy; integrates the military forces necessary to accomplish that strategy; prioritizes the resources for effectively accomplishing the mission; and provides decision options.

Programming data reflects the systematic analysis of missions and objectives to be achieved, alternative methods, and effective allocation of limited resources. *Budgeting data* are detailed financial estimates of the BMDS Program or any of its related projects.

CERTIFICATION

The undersigned understands, acknowledges, and agrees:

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

b. That any BMDS-related PPBS information entrusted to you **ONLY** shall be used in accordance with applicable DoD and MDA governing regulations, for the purpose for which it is provided, and within the contract Statement of Work/task order(s) under which you are employed.

c. Not to divulge BMDS-related PPBS data (obtained directly or indirectly in the performance of the contract indicated below unless directed by the Contracting Officer) to any individual, except Government personnel whom you know to have a need-to-know and non-Government persons whom you know to have MDA authorization. Even though data becomes part of the public domain, you are bound by the provisions of this agreement not to confirm or deny questions regarding BMDS-related PPBS data. Inquiries by unauthorized persons should be referred to the Contracting Officer's Representative (COR) or the Contracting Officer. *(Verification of companies authorized to maintain BMDS-related PPBS data and individuals who have signed agreements can be obtained from the *MDA Contracting Officer or the Director, Financial Management [POF], MDA.)*

d. Not to transport (by any medium), process, or maintain BMDS-related PPBS material outside a Government facility unless the removal or preparation of such data at the facility is accomplished in accordance with a company's plan approved by the MDA. *(A plan is not required for personnel who have a fully executed agreement to transport, process, or maintain such data at a Government or an MDA-approved Contractor facility.)*

e. Not to accept any portion of any document which is described on the reverse side of this agreement, unless the portion of the document contains **ONLY** BMDS-related PPBS data.

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

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

(Signature of Individual Requiring Access to PPBS Data)

(Prime Contractor Name)

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

(Prime Contract Number(s))

(Date Signed)

(Contract Period of Performance)

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(Print or Type Name of Employer)_____
(Primary Task Order, if applicable)

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

AUTHORIZATION

COR/Government Employee Sponsor:

(Signature)_____
(Print or Type Last Name)Director, Financial Management (POF),
MDA: (Check one box below)_____
(Signature)_____
(Print or Type Last Name)PPBS Access Approved [☐] PPBS Access Denied [☐]

*Contracts awarded or managed by MDA.

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

PLANNING

Defense Planning Guidance

PROGRAMMING

Fiscal Guidance (when separate from Defense Planning Guidance)
 Program Objective Memoranda (POM)
 POM Defense Program (formerly FYDP) documents--(POM Defense Program,
 Program Review Proposals
 Issue Papers (e.g., Major Issue Papers, Tier II Issue Papers, Cover Briefs)
 Proposed Military Department Program Reductions (or Program Offsets)
 Tentative Issue Decision Memoranda
 Program Decision Memoranda (PDM)

BUDGETING

Defense Program (formerly FYDP) documents for September Budget Estimate
 Submission (BES) & President's BES including Procurement (P-1), RDT&E
 (R-1), & Construction (C-1) Program Annexes
 Classified P-1, R-1, & C-1 Program Annexes
 Program Budget Decisions (PBD)/Defense Management Review Decisions
 Reports Generated by the Automated Budget Review System (BRS)
 DD Form 1414 Base for Reprogramming
 DD Form 1416 Report of Programs
 Contract Award Reports
 Congressional Data Sheets
 Congressional Descriptive Summary

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*

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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 followup.

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.

ATTACHMENT—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					
*COMMENTS (Explain how outstanding and excellent rating benefit MDA)					
Signature of Evaluator					Date

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- Unsatisfactory:** Does not meet contract requirements

ATCH
6
LQR
FORMAT

MDA Requirements							Offer																
Labor Category	MYEs by Location		DESIRED QUALIFICATIONS				Labor Category: Names of Personnel (See Note at Bottom)	MYEs by Location		Employment Status		Degree Profile				Yrs. Gen. Experience		Yrs. Spec. Experience		Active Security Clearance			
	On	Off	Degree	Yrs. Gen. Experience	Yrs. Spec. Experience	Active** Security Clearance		On	Off	Employer	Signed Letter	Phd	M/MS	BA/BS	HS	Yrs. Gen. Experience	Yrs. Spec. Experience	TS	S				
Program Manager*	1.0		HS	10	5	Top Secret																	
Deputy Program Manager*	1.0		HS	10	5	Top Secret																	
Manager - Administration(AMA)*	1.0		HS	8	3	Secret																	
Manager - Operations(AMO)*	1.0		HS	8	3	Secret																	
Manager - Conference* Event Security (AMC)	1.0		HS	6	2	Secret																	
Site Manager*	1.0		HS			Secret																	
Badging Administrator (BA)	2.0		HS			Secret																	
Operations Administrator	1.0		HS	6	3	Secret																	
Asst. Operations Administrator/Visits (AOA)	1.0		HS			Secret																	
Security Administrative Assistant (SAA)	2.0		HS			Secret																	
ACC Shift Supervisor (SSP)	14.2		HS			Secret																	
SOC Controller-emergency comm/disp	6.5		HS	6	2	Secret																	
Physical Security Monitor and Access Coordinator (PSMAC)	6.5		HS	6	2	Secret																	
Senior Access Control Technician (SrAT)	4.0		HS	5	2	Secret																	
Access Control Technician (AT)	2.0		HS			Secret																	
Access Control Specialist	18.0		HS	5	1	Secret																	
Access Control Technician/Lead Driver (AT/LDrv)	1.0		HS	5	2	Secret																	
Access Control/Tech Driver (AT/Drv)	1.0		HS	5	2	Secret																	
Access Control Specialist/Alt Driver (ACS/Drv)	2.0		HS	5	1	Secret																	
Sr. Security Specialist (SSS)	2.0		HS	6	2	Secret																	
Security Check/Sweep Specialist (SCS)	6.0		HS	5	2	Secret																	
Security Specialist	21.0		HS	6	2	Secret																	
Security Supervisor	5.0		HS	6	2	Secret																	
Security Officer	20.0		HS	6	2	Secret																	
TOTAL STAFFING	121.2							6.0															

*Key Personnel, provide resumes in accordance with RFQ instructions.

**See RFQ note regarding security clearances, page 22 of the RFQ.

Insert Labor Category Title and Name of the Person that best fit MDA requirements on same row

OFFEROR INPUT

PRICE FORMAT
RFQ REFERENCE NO. HQ0006-03-Q-0015B
SI

COST ELEMENTS				YEAR 1			OPTION YEAR 1			OPTION YEAR 2			OPTION YEAR 3			TOTAL CONTRACT	
	Hours	Rate	Total	Hours	Rate	Total	Hours	Rate	Total	Hours	Rate	Total	Hours	Rate	Total	Hours	Total
AM LEAD - XYZ Corp.																	
Direct Labor Dollars - On-Site																	
Program Manager																	
USA Schedule Labor Category	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	9,400	\$376,000
Deputy Program Manager																	
USA Schedule Labor Category	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	9,400	\$376,000
Manager - Administration (AMA)																	
USA Schedule Labor Category	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	9,400	\$376,000
Manager - Operations (AMO)																	
USA Schedule Labor Category	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	9,400	\$376,000
Manager - Conference Event Security (AMC)																	
USA Schedule Labor Category	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	9,400	\$376,000
Site Manager																	
USA Schedule Labor Category	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	9,400	\$376,000
Building Administrator (BA)																	
USA Schedule Labor Category	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	9,400	\$376,000
Operations Administrator																	
USA Schedule Labor Category	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	9,400	\$376,000
Task Operations Administrator (AOA)																	
USA Schedule Labor Category	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	9,400	\$376,000
Security Administrative Assistant (SAA)																	
USA Schedule Labor Category	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	9,400	\$376,000
ATC Shift Supervisor (SSP)																	
USA Schedule Labor Category	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	9,400	\$376,000
USA Schedule Labor Category	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000	9,400	\$376,000
USA Schedule Labor Category	1,880	\$50.00	\$94,000	1,880	\$50.00	\$94,000											

PRICE FORMAT
RFQ REFERENCE NO. HQ0006-03-Q-0015B
\$1

CLIN 0001 (and respective CLINs for each option year)

Price Format Continued, Next Page

PRICE FORMAT
RFQ REFERENCE NO. HQ0006-03-Q-0015B
SI

CLIN 0001 (and respective CLINs for each option year)

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

SURGE SERVICES SUPPORT SCHEDULE SUPPLEMENTAL STAFFING REQUIREMENT FOR CONFERENCE SUPPORT

Applicable Tasks: CLIN 0002 and 4 and respective CLINs for each option year - SOO tasks 19.0 - 22.2 and 26, as needed

Response Time: Provide resumes within 48 hours for personnel available within 5 calendar days

<u>Government Labor Category#</u>	<u>Contractor Labor Category#</u>	<u>Hours*</u>	<u>GSA On-Site Labor Rate##</u>	<u>Discounted On-Site Labor Rate##</u>	<u>Total Amount</u>
					0
Labor Category	Insert Labor Category 1	xx			
Labor Category	Insert Labor Category 2	xx			#VALUE!
					0
Labor Category	Insert Labor Category 3	xx			0
	Insert Labor Category 1	xx			
Labor Category					
	Insert Labor Category 2	xx			
Labor Category					
	Insert Labor Category 3	xx			
Labor Category					
		0			#VALUE!

* Hours provided for evaluation purposes only

GSA Schedule and Labor Category

NOTE: The Government has provided a description of the desired labor categories for the Surge Tasks required under the SOO (19.0-22.2 and 26). The Contractor shall provide their equivalent labor categories for the surge support required. The Contractor is not limited to only (xx) labor categories for surge support. However, the Contractor is limited to the total number of hours (xxxx) specified by the Government for surge support.

← OFFEROR INPUT →

ATTN
8
SURGE
SCHED

WORK ORDER FOR SURGE SERVICES

TO: (COMPANY/PROGRAM MANAGER)

DATE OF REQUEST

FROM: (CONTRACTING OFFICER'S REPRESENTATIVE)

PHONE

CONTRACTOR:

CONTRACT / P.O. / D.O. NUMBER

Surge Service Work Description And Dates Covered:

LABOR CATEGORIES REQUIRED

ESTIMATED HOURS

LABOR RATE (FROM
ORDER)

TOTAL ESTIMATED COST OF SURGE SERVICES: _____

COR
SIGNATURE:

DATE: / /

CONTRACTING
OFFICER
SIGNATURE: _____

DATE: / /

CONTRACTOR ACKNOWLEDGEMENT

Authorized Contractor Representative

Date Work Order Received

APCH
9
SURGE
WORK
ORDER