

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 18	
2. CONTRACT NO. GS-23F-8184H		3. AWARD/EFFECTIVE DATE 01-Feb-2004		4. ORDER NUMBER HQ0006-04-F-0003		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100  TEL: 703-486-0176 FAX: 703-486-0182		CODE HQ0006		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" 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  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  <b>SEE ITEM 9</b>		CODE	
17a. CONTRACTOR/OFFEROR WILLIAMS ADLEY & COMPANY, LLP MR. KOLA ISIAQ 1212 NEW YORK AVENUE NW #475 WASHINGTON DC 20005-6607  TEL: 202-371-1397		CODE 1FRPB  FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER/SOUTH ENTITLEMENT P.O. BOX 182264 COLUMBUS OH 43218-2264		CODE HQ0338	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT <b>\$3,461,161.00 EST</b>	
<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.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>John B. Richardson</i>		31c. DATE SIGNED 23-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			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor FFP Services in support of the MDA/RM SETA in accordance with the Statement of Objectives (SOO)(Attachment 1) to provide the equivalent of 22 man-years (MY) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 6) and Management Plan (Attachment 7).				\$3,261,161.00
				NET AMT	\$3,261,161.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Incremental funding for CLIN 0001 FFP				
				NET AMT	\$0.00
	ACRN AA Funded Amount				\$300,000.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102	Incremental funding for CLIN 0001 FFP				
				NET AMT	\$0.00
	ACRN AB Funded Amount				\$2,641,000.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	ODC COST Other Direct Costs to support MDA/RM in accordance with the SOO (Attachment 1).		Lot		
				ESTIMATED COST	\$200,000.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	CDRLs  Provide data reports for CLIN 0001 in accordance with the CDRL, DD Form 1423-1. Not Separately Priced.		Lot		NSP
				NET AMT	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101 OPTION	Labor FFP Services in support of the MDA/RM SETA in accordance with the Statement of Objectives (SOO)(Attachment 1) to provide the equivalent of 22 man-years (MY) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 6) and Management Plan (Attachment 7).				\$3,391,607.00
				NET AMT	\$3,391,607.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102	ODC		Lot		
OPTION	COST				
	Other Direct Costs to support MDA/RM in accordance with the SOO (Attachment 1).				
				ESTIMATED COST	\$200,000.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103	CDRLs		Lot		NSP
OPTION					
	Provide data reports for CLIN 0001 in accordance with the CDRL, DD Form 1423 - 1. Not Separately Priced.				
				NET AMT	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201	Labor				\$3,527,272.00
OPTION	FFP				
	Services in support of the MDA/RM SETA in accordance with the Statement of Objectives (SOO)(Attachment 1) to provide the equivalent of 22 man-years (MY) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 6) and Management Plan (Attachment 7).				
				NET AMT	\$3,527,272.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202	ODC		Lot		
OPTION	COST				
	Other Direct Costs to support MDA/RM in accordance with the SOO (Attachment 1).				
				ESTIMATED COST	\$200,000.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203	CDRLs		Lot		NSP
OPTION					
	Provide data reports for CLIN 0001 in accordance with the CDRL, DD Form 1423-1. Not Separately Priced.				
				NET AMT	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301	Labor				\$3,668,362.00
OPTION	FFP				
	Services in support of the MDA/RM SETA in accordance with the Statement of Objectives (SOO)(Attachment 1) to provide the equivalent of 22 man-years (MY) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 6) and Management Plan (Attachment 7).				
				NET AMT	\$3,668,362.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302			Lot		
OPTION	ODC COST				
	Other Direct Costs to support MDA/RM in accordance with the SOO (Attachment 1).				
				ESTIMATED COST	\$200,000.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0303			Lot		NSP
OPTION	CDRLs				
	Provide data reports for CLIN 0001 in accordance with the CDRL, DD Form 1423-1. Not Separately Priced.				
				NET AMT	

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	
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
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	
0101	POP 01-FEB-2005 TO 31-JAN-2006	N/A	N/A FOB: Destination	
0102	POP 01-FEB-2005 TO 31-JAN-2006	N/A	N/A FOB: Destination	

0103	POP 01-FEB-2005 TO 31-JAN-2006	N/A	N/A FOB: Destination
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
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

## ACCOUNTING AND APPROPRIATION DATA

AA: 9730400.2520 40603882C 2523 012123 BMDO0135535445  
AMOUNT: \$300,000.00

AB: 9740400.2520 60901598C 2523 012123 BMDO0144089989  
AMOUNT: \$2,641,000.00

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

(End of clause)



<u>DOCUMENT</u>	<u>PGS</u>	<u>DATE</u>	<u>TITLE</u>
EXHIBIT A	5	08-28-03	Contract Data Requirements List (CDRL), DD Form 1423-1
ATTACHMENT 1	2	08-28-03	Statement of Objectives (SOO)
ATTACHMENT 2	1	08-28-03	Government Furnished Information/Government Furnished Equipment and Other Direct Cost Limitations
ATTACHMENT 3	9	01-14-04	DD Form 254
ATTACHMENT 4	2	08-28-03	PPBS Non-Disclosure Agreement
ATTACHMENT 5	8	08-28-03	Award Term Plan
ATTACHMENT 6	2	08-28-03	Labor Mix, Qualifications and Rates Matrix
ATTACHMENT 7	5	10-31-03	Management Plan

CLAUSES INCORPORATED BY FULL TEXT

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

b. The contractor agrees to provide a firm fixed price for CLIN 0001 (and respective CLINs for each option year). The monthly price covers all services that are part of the contractor's project plan and applicable staffing plan. The price includes all related project management, supervision, administrative support, and operating supplies whether performed on-site in MDA facilities or in contractor facilities. Travel and reimbursable items addressed in paragraph d. below will not be included in CLIN 0001 (and respective CLINs for each option year). Stated prices for each of the last two option years may be adjusted subject to the terms of clause #12.

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

d. The parties mutually agree that the Contractor will provide substantially the staffing as provided in the Schedule of Supplies and Services on a daily basis during the operation of the work-site. Staffing shall be provided consistent with the staffing plan agreed to by the parties as specified in Attachment 6, Labor Mix, Qualifications and Rates Matrix submitted as part of the Offer. Minor variations in staffing and skill mix are mutually understood as appropriate outcome of the work environment. There are ten (10) Government observed holidays.

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

f. Note that this order will contain an Award Term provision in accordance with clauses #10. and #11. The total duration of the order may extend to 10 years.

**This order is subject to the terms and conditions of the GSA Federal Supply Schedule (FSS) Contract and the terms and conditions of the MDA Master Agreement HQ0006-02-H-0001 and all clauses and provisions in full text or incorporated by reference herein. In the case of conflict, this SF 1449 shall govern.**

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

a. Material Inspection and Receiving Report - At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and forward to the Government a Material Inspection and Receiving Report in the manner and to the extent required by DoD FAR Supplement (DFARS) Appendix F, "Material Inspection and Receiving Report." NOTE: At the Contractor's option either the DD Form 250 or copies of the SF 1449 on which this order has been issued may be utilized as the Material Inspection and Receiving Report required by this clause. If the SF 1449 is elected, the Contractor shall insert the words "RECEIVING REPORT" in item 20 and make the appropriate entry in item 33 of all copies of the document prior to making the required minimum distribution. NOTWITHSTANDING THE PROVISION OF DFARS APPENDIX F, THE CONTRACTOR SHALL MAKE THE FOLLOWING MINIMUM DISTRIBUTION: FIVE (5) COPIES TO THE CONTRACTING OFFICER'S REPRESENTATIVE FOR FURTHER DISTRIBUTION IN ACCORDANCE WITH PARAGRAPH B, CONTRACTING OFFICER'S REPRESENTATIVE BELOW. In case of rental or maintenance contracts, a separate report shall be distributed at the time each invoice is submitted for payment.

b. The Contracting Officer's Representative (COR) will be assigned by the PCO at time of order issuance. The COR will pre-certify invoices and execute the receiving report(s), (Items 32a and 33 of the SF 1449 or Items 21 and 22 of the DD Form 250) required by this order as verification that the specified supplies have been delivered. The COR will distribute the signed receiving reports as follows:

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

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

**2. ORDER ACCOUNTING**

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

- (1) Government order number.
- (2) Period of performance
- (3) Amount due by CLIN:
  - Labor CLINs – fixed monthly unit price
  - ODC CLINs – itemized costs

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

c. Under no circumstances will any invoice exceed the period of performance, fixed monthly unit price, or itemized costs.

### **3. PERIOD OF PERFORMANCE**

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

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

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

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

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

b. Extended Commuting Travel.

(1) All contractor extended commuting travel under this contract must be approved by the COR AND BY THE PROCURING CONTRACTING OFFICER (PCO) using MDA Form 110 (dated March 2001) based on documentation from the contractor showing that extended commuting travel is the most effective means of fulfilling the government's requirements— cost and other factors considered.

(2) Extended commuting travel may be authorized for up to 90 days at a time and must be authorized in advance in writing using MDA Form 110 (dated March 2001).

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

### **6. DELIVERABLES**

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

### **7. POTENTIAL GROWTH**

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

**8. LOCATION OF PERFORMANCE**

All work under CLIN 0001 (and respective CLINs for each option year) will be performed at MDA Headquarters currently at FOB2, Arlington, Virginia. MDA is providing workstations for 19 personnel at this location. Should off-site personnel be required at a future date the following shall apply: Off-site personnel are expected to perform tasks from a contractor facility within a 30 minute one-way commute time from MDA Headquarters during rush hour by car, regularly scheduled public transportation, or a regularly scheduled shuttle system (i.e. transportation not specific or chargeable to this contract). Any proposed personnel place of performance outside the local Washington, D.C. metropolitan area must be explained/justified.

**9. KEY STAFF**

The Contractor shall notify and obtain the approval of the Contracting Officer and Contracting Officer's Representative prior to making any changes in key staff. If replacing key staff the Contractor shall adhere to the following: (1) replacement person's qualifications are equal to or better than the qualifications of the person being replaced as proposed and accepted at the time of task order award; or (2) the added person's qualifications are equal to or better than the desired qualifications of this task order.

**10. AWARD TERM**

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

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

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

Schedule of Award Term Evaluation Periods and Entitlement Periods
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f. If this order is issued to a member of a team performing part of an agency requirement under a teaming arrangement, MDA reserves the right to evaluate the performance of the entire team as a unit. In this case, failure of the team to earn an award term entitlement may result in no award term entitlement under this order despite the level of performance the contractor on this order has achieved in performing the work requirements of this order.

g. If the contractor's GSA schedule contract is due to expire during the period of performance of this order and is not extended by GSA, this task order will expire at the end of whatever performance period is currently in effect when the contractor's GSA schedule contract ends. All task order unexercised/unawarded option and award term periods will automatically become void. Cancellation of an award term arising from cancellation/expiration of

the GSA schedule (without renewal) will not entitle the contractor to any equitable adjustment or other compensation. If this order is awarded under a team arrangement and in the event that the GSA schedule contract is not extended to the contractor as a team member, the Contracting Officer may require the team lead to remove the subject team member and provide an alternate source to provide these services. In the event GSA does not extend its schedule contract with a team lead or a member or members that represent a substantial part of the work, MDA reserves the right to cancel, without liability, any remaining award term (entitlements not granted or options not exercised) on this order and proceed to recompile the work. The contractor will notify the Contracting Officer immediately when it becomes known that its own or a team member's GSA schedule contract will either be cancelled or not be extended in time to allow that firm to continue performance under the order.

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

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

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

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

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

d. Regardless of increases in GSA hourly labor rates that are in effect under the GSA schedule contract at the point of pricing the award term and non-core option periods, the maximum amount of the increase which will be permitted for each unit price stated in the order for the award term period will be limited to a ceiling of 10 percent over the price of the performance period in effect at the time the pricing is submitted. Likewise, the unit price for the accompanying non-core option is limited to a ceiling of 10 percent over the unit price for submitted for the award term.

e. Documentation to support the pricing. The contractor must provide documentation to support and explain the proposed increase. This documentation will show how the discounted GSA schedule contract hourly labor rates used in establishing the prices for the core periods were averaged for purposes of pricing the award term

and non-core option year. Then, the documentation must clearly show how this average was applied to individual labor categories and staffing requirements to arrive at the unit price for the order. Unless otherwise agreed to by the Contracting Officer, the same Labor Mix, Qualifications, and Rate Mix applicable to the then current period will be used as the baseline for pricing the award term and accompanying non-core option year.

## **12. GSA PRICE ADJUSTMENT**

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

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

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

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

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

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



### 13. CONTRACT MODIFICATION

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

### 14. 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993) Applicable to FFP CLINS

(a) Contract line item(s) 0001 is incrementally funded. For this item(s), the sum of \$2,941,000.00 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

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

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

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

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

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

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

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

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

On execution of contract.....\$2,941,000.00

Incremental funding thereafter based on fiscal year availability of funds.

(End of clause)

#### **15. 52.232-22 LIMITATION OF FUNDS (APR 1984) Applicable to Cost CLINS**

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

**A. INTRODUCTION**

The Contract Data Requirements List (CDRL) is prepared in a word processing format to increase the efficiency of electronic development and transmission. Block numbering and titles remain as used in the DD Form 1423 as derived from *Procedures for the Acquisition and Management of Technical Data*, DoD 5010.12-M.

**B. APPLICABLE DOCUMENTS**

DoD 5010.12-L, *Acquisition Management Systems and Data Requirements Control List* (AMSDL), Apr. 1997

DoDD 5230.24, *Distribution Statements on Technical Documents*, Mar. 18, 1987

**C. AUTHORITIES (BLOCK 4)**

Data Item Descriptions (DIDs) entered in CDRL blocks 2 and 4 are selected from the *Acquisition Management Systems and Data Requirements Control List* (AMSDL), DoD 5010.12-L. The application of any DID tailoring is indicated by addition of the suffix "T" to the DID number entered in Block 4. Such tailoring is accomplished to relax format requirements or conform the data requirement to those requirements contained in the Statement of Objectives (SOO).

**D. APPROVAL (BLOCK 8)**

Selected data will require approval before their submission is considered final. The approving authority shall be the MDA/TR Contracting Officer's Representative (COR) as indicated by the first addressee entry of Block 14.a. The use of "N/A" in Block 8 does not forfeit or otherwise affect the Government's right to consider unacceptable any submission of data that does not comply with the contract requirements.

**E. DATA DELIVERY DUE DATES (BLOCKS 12 AND 13)**

Data will be considered delinquent when not physically arriving or electronically available at the distribution destination on the date(s) specified. Unless otherwise indicated, references to "days" are calendar days.

**F. SUPPLEMENTAL INFORMATION**

**G. DEFINITIONS OF ACRONYMS AND ABBREVIATIONS**

<u>DI Block</u>	<u>Entry</u>	<u>Definition</u>
7	LT	Letter of transmittal
8	N/A	Not applicable
9	N/A	Not applicable
10	ASREQ	As required
	ANNLY	Annually
	MTHLY	Monthly
11	N/A	Not applicable
12	DAC	Days after contract initiation
13	xx DARP	xx Days After Reporting Period
14	LT	Letter of transmittal

**I. ADDRESSEE LIST**

**Block 14**

**Entry    Complete Mailing Address**

MDA/RMA or MDA/CTS	Missile Defense Agency ATTN: MDA/_____ 7100 Defense Pentagon Washington, DC 20301-7100
DTIC	Defense Technical Information Center ATTN: DTIC-FDAC 8725 John J. Kingman Road Fort Belvoir, VA 22060-6218
BIRC	BMD Information Resource Center Navy Annex – Federal Office Building 2 (FOB2) – Wing 8 1301 Southgate Road, Room G8062 Arlington, VA 22202

<b>CONTRACT DATA REQUIREMENTS LIST</b> (1 Data Item)					Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.						
<b>A. CONTRACT LINE ITEM NO.</b> 0003, 0103, 0203, 0303		<b>B. EXHIBIT</b> A	<b>C. CATEGORY:</b> TDP                      TM                      OTHER <b>X</b>			
<b>D. SYSTEM/ITEM</b> Financial Management Support		<b>E. CONTRACT/PR NO.</b> HQ0006-04-F-0003		<b>F. CONTRACTOR</b>		
<b>1. DATA ITEM NO.</b> A001	<b>2. TITLE OF DATA ITEM</b> Technical Report – Study/Services			<b>3. SUBTITLE</b>		
<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-MGMT-80508/T, Jan. 1988		<b>5. CONTRACT REFERENCE</b> See Block 16		<b>6. REQUIRING OFFICE</b> MDA/RM		
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b> N/A	<b>10. FREQUENCY</b> ASREQ	<b>12. DATE OF FIRST SUBMISSION</b> 35DAC	<b>14. DISTRIBUTION</b>		
<b>8. APP CODE</b> A	<b>11. AS OF DATE</b> N/A	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> See Block 16	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>		
				DRAFT	FINAL	
				Reg	Repro	
<b>16. REMARKS</b>  Block 4: The Data Item Description DI-MGMT-80508 is tailored as follows: DID Block 6a: Distribution to the DTIC is not applicable; DID Section 10.1: Contractor data format is acceptable, providing that due consideration is given to previously used formats of same or similar reporting for consistency of information presentation.  Block 13: Submission frequencies and dates will be dictated by the SOO tasks citing this data item.  Blocks 14 and 15: A delivery shall be by electronic media unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/RM word processing, spreadsheet, and database applications.				MDA/CT	LT	
				MDA/RM	1	1
				15. Total	1	1
<b>G. PREPARED BY</b> Ms. Carmen Covey, MDA/RM		<b>H. DATE</b> August 28, 2003	<b>I. APPROVED BY</b> Mr. William Stieglitz, MDA/PIA		<b>J. DATE</b> August 28, 2003	

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188				
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.									
A. CONTRACT LINE ITEM NO. 0003, 0103, 0203, 0303		B. EXHIBIT A		C. CATEGORY: TOP                      TM                      OTHER                      X					
D. SYSTEM/ITEM Financial Management Support			E. CONTRACT/PR NO. HQ0006-04-F-0003		F. CONTRACTOR				
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM Technical Report – Study/Services			3. SUBTITLE Trip Report				
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80508/T, Jan. 1988			5. CONTRACT REFERENCE See Block 16		6. REQUIRING OFFICE MDA/RM				
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED N/A		10. FREQUENCY ASREQ		12. DATE OF FIRST SUBMISSION 35DAC			
8. APP CODE A				11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION See Block 16			
16. REMARKS  Block 4: The Data Item Description DI-MISC-80508 is tailored as follows: DID Block 6a: Distribution to the DTIC is not applicable; DID Section 10.1: Contractor data format is acceptable, providing that due consideration is given to previously used formats of same or similar reporting for consistency of information presentation.  Block 13: Submission frequencies and dates will be dictated by the SOO tasks citing this data item.  Blocks 14 and 15: A delivery shall be by electronic media unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/RM word processing, spreadsheet, and database applications.						14. DISTRIBUTION			
						a. ADDRESSEE		b. COPIES	
								DRAFT      FINAL	
								Reg      Repro	
						MDA/CT		LT	
						MDA/RM		1      1	
						15. Total		1      1	
						G. PREPARED BY Carmen Covey, MDA/RM			H. DATE August 28, 2003

<b>CONTRACT DATA REQUIREMENTS LIST</b>					Form Approved OMB No. 0704-0188			
(1 Data Item)								
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.								
<b>A. CONTRACT LINE ITEM NO.</b> 0003, 0103, 0203, 0303		<b>B. EXHIBIT</b> A		<b>C. CATEGORY:</b> TDP                      TM                      OTHER <b>X</b>				
<b>D. SYSTEM/ITEM</b> Financial Management Support			<b>E. CONTRACT/PR NO.</b> HQ0006-04-F-0003		<b>F. CONTRACTOR</b> TBD			
<b>1. DATA ITEM NO.</b> A003		<b>2. TITLE OF DATA ITEM</b> Status Report			<b>3. SUBTITLE</b> Monthly Status Report			
<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-MGMT-80368/T, Jun. 1987			<b>5. CONTRACT REFERENCE</b> See Block 16		<b>6. REQUIRING OFFICE</b> MDA/RM			
<b>7. DD 250 REQ</b> LT		<b>9. DIST STATEMENT REQUIRED</b> C		<b>10. FREQUENCY</b> MONTHLY		<b>12. DATE OF FIRST SUBMISSION</b> 35DAC		
<b>8. APP CODE</b> N/A		<b>11. AS OF DATE</b> 0		<b>13. DATE OF SUBSEQUENT SUBMISSION</b> 20DARP		<b>14. DISTRIBUTION</b>		
<b>16. REMARKS</b> Block 4: Format and content shall be proposed by the Contractor for Contracting Officer Representative (COR) approval. Monthly Status Report Content:  1. Matrix of hours provided the prior month showing both the Government labor category and the contractor labor category with breakouts for team members and subcontractors. Show budget execution vs actual charts overall, and broken out by CLIN, Subcontractor, and any other categories necessary to communicate status  2. Show percentage of hours provided for the month and cumulative against what was incorporated into the contract. Discuss any actions to reduce variance.  3. Discuss personnel training, turnover and replacement actions.  4. Summarize any key projects in process that will be resource drivers for next month.  5. Performance issues/concerns.  Block 5: In accordance with instructions above.  Block 7: Contractor shall submit final SF 1449 receiving report to collectively account for data previously submitted by Letter of Transmittal.  Block 14: Delivery shall be by electronic media unless otherwise directed by the COR. Electronic form shall be compatible with existing MDA/RM word processing, spreadsheet, and database applications.				<b>a. ADDRESSEE</b>		<b>b. COPIES</b>		
				MDA/CT		0      1		
				MDA/RM		1      1		
				<b>15. Total</b>		1      2		
<b>G. PREPARED BY</b> Carmen Covey, MDA/RM			<b>H. DATE</b> August 28, 2003		<b>I. APPROVED BY</b> Mr. William Stieglitz, MDA/PIA		<b>J. DATE</b> August 28, 2003	

COMPANY NAME  
COMPANY ADDRESS

## **MONTHLY STATUS REPORT**

**Month Year**

**Submitted to:  
Missile Defense Agency  
MDA/RM**

**In accordance with  
Contract HQ0006-02-C-0009  
CDRL A001**

**Distribution:  
MDA/RM  
MDA/CT**



## **MONTHLY STATUS REPORT**

### **I. SUMMARY**

The summary shall include a brief statement of the overall project status, covering the accomplished technical activities and development and objectives of efforts.

### **II. BODY OF REPORT**

The body of the report shall include a brief statement of the following terms (where applicable):

A. Milestone/task status: The status of each Unit of Work (UOW) as defined in the CDRL.

*As provided in DI-MGMT-80368, 10.2.2.1, and this CDRL Data Item.*

B. Contract Deliverable Status: A brief statement of the status of each deliverable end item as required by the contract.

C. Appendices: Appendices (where applicable) for tables, references, charts, or other descriptive material. Each Appendix shall be identified and referenced in the appropriate area of the report.

## Statement of Objectives for Financial Management Advisory Support and Assistance Services

Program Objectives

- Provide professional advice and assistance in developing and preparing quarterly and annual financial statements and other accounting reports, briefings, charts, etc.
- Provide professional advice and assistance in identifying and implementing corrective actions needed to obtain an unqualified audit opinion on the annual financial statements and accompanying supplemental reports
- Provide professional advice and assistance in identifying and implementing actions to improve financial management operations and reporting

Objective Category	TASK DESCRIPTION/OBJECTIVES
	<b>THE CONTRACTOR SHALL:</b>
1.0	<b><u>Provide professional advice and assistance in developing and preparing quarterly and annual financial statements and other accounting reports, briefings, charts, etc.</u></b>
1.1	The contractor shall provide professional advice and assistance in preparing quarterly and annual financial statements and accompanying reporting requirements within established time limits.
1.2	The contractor shall assist in the reconciliation of the financial statement account balances to ensure the integrity of financial data, consistency with applicable accounting principles and standards, and overall reliability of the MDA financial statements.
1.3	The contractor shall assist in the preparation and editing of narrative material included in the financial statements, such as the accompanying footnotes and management discussion and analysis, to help ensure that the narrative material is accurate, comprehensive, and fully meets the requirements of applicable legislation, regulations, and policies.
1.4	The contractor shall provide professional advice and assistance in developing and preparing reports, briefings, charts, issue papers, and other materials as requested.
2.0	<b><u>Provide professional advice and assistance in identifying and implementing corrective actions needed to obtain an unqualified audit opinion on the annual financial statements and accompanying supplemental reports</u></b>
2.1	The contractor shall provide professional advice and assistance in identifying and implementing corrective actions needed to obtain an unqualified audit opinion on the annual financial statements and accompanying supplemental reports.

**Statement of Objectives for Financial Management Advisory Support and Assistance Services**

2.2	Contractor actions shall focus on documenting, revising, and validating material issues, processes, procedures, internal controls, and account balances. The goal shall be to devise the required processes, procedures, and internal controls that will support attainment of an unqualified audit opinion in all subsequent years.
3.0	<b><u>Provide professional advice and assistance in identifying and implementing actions to improve financial management operations and reporting</u></b>
3.1	The contractor shall provide professional advice and assistance in identifying and implementing policies, processes, procedures, and other actions to achieve compliance with the Chief Financial Officers Act and other applicable financial management legislation, regulations, and policies.
3.2	The contractor shall provide professional advice and assistance in conducting studies and analyses to develop best practices in evaluating internal controls, processes, reliability of financial reporting, and compliance with applicable laws, regulations, and other guidance that may apply to MDA.
3.3	The contractor shall provide professional advice and assistance in identifying and implementing routine and as-requested reports to provide financial status, identify financial management problems, and assist MDA leaders in carrying out program and financial management responsibilities.

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

GOVERNMENT FURNISHED INFORMATION

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

GOVERNMENT FURNISHED EQUIPMENT

1. Number of On Site Work Stations (including Computers): 19
2. GFE: No

OTHER DIRECT COSTS

NTE: \$200,000 under CLIN 0002 and respective CLINs for each option year

1. Non-Local Travel

<u>Anticipated Destination</u>	<u>Anticipated Frequency</u>
Indianapolis	10 Trips
Columbus	10 Trips
Denver	2 Trips
Cleveland	2 Trips
St. Louis	2 Trips
Huntsville	2 Trips
Charleston	2 Trips

2. Other Costs: as authorized by the COR

**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)

\_\_\_\_\_  
(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) &amp; President's BES including Procurement (P-1), RDT&amp;E

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

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

Program Budget Decisions (PBD)/Defense Management Review Decisions

Reports Generated by the Automated Budget Review System (BRS)

DD Form 1414 Base for Reprogramming

DD Form 1416 Report of Programs

Contract Award Reports

Congressional Data Sheets

Congressional Descriptive Summary

## **AWARD TERM PLAN**

### **1.0 INTRODUCTION**

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

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

### **2.0 GENERAL**

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

### **3.0 PURPOSE**

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

### **4.0 OBJECTIVES**

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

### **5.0 PERFORMANCE AWARD TERM REVIEW TEAM**

#### **5.1 Organization**

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

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

**5.1.2 Performance Award Term Review Team.** *The Award Term Approving Official will appoint a Team to assist in evaluating the contractor's performance. If warranted by the size or complexity of the contract, the Award Term Approving Official may appoint a Chairman to the Team or the Award Term Approving Official may serve as the Chairman. The team members will ensure a fair and accurate assessment*

of the contractor's performance for the period being evaluated. The Team Chairman may also use non-voting advisors as necessary.

## **5.2 Duties of the Team.**

*The duties of the Team are as follows:*

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

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

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

## **5.3 Responsibilities.**

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

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

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

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



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**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

<b>Order N<sup>o</sup></b>					
<b>PREPARED BY:</b>			<b>Value of Order:</b>		
			<b>Estimated Labor Hours (if applicable)</b>		
<b>PERFORMANCE PERIOD BEING EVALUATED:</b>					
<b>Award Term Scores</b>					
EVALUATION FACTORS <sup>3</sup>	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					
<b>*COMMENTS (Explain how outstanding and excellent rating benefit MDA)</b>					
<b>Signature of Evaluator</b>					<b>Date</b>

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## Labor Mix, Qualifications and Rates Matrix

MDA Office Code: CLIN 0001(and respective Option CLINs) – Task Description: Financial Management Advisory Support and Assistance Services - Year 1

MDA Requirements							Offer														
Labor Category	MYEs by Location		Degree	DESIRED QUALIFICATIONS			GSA Schedule Number; Labor Category; Names of Personnel (See Note at Bottom)	MYEs by Location		Employment Status		QUALIFICATIONS						Schedule Labor Rate			
				Yrs. Gen Experience	Yrs. Spec Experience	Active Security Clearance <sup>1</sup>						Yrs. Gen. Experience	Yrs. Spec Experience	Active Security Clearance							
	On	Off						Employee	Signed Letter	Phd	MA/MS				BA/BS	AA/AS/HS	TS	S	On	Off	
							FSC Group 520 GS-23F-8184H														
Project Manager*	1		MA/MS	10	7	Secret	Senior Manager														
							Ed Harris	1			✓		✓	✓	✓	40	39	TS		\$139.91	\$139.91
Senior Accountant (CPA)*	2		MA/MS	10	6	Secret	Audit Supervisor														
							Alan Klein, CPA, CGFM	1		✓			✓	✓	✓	25	10	TS		\$91.11	\$91.11
							Thomas Short, CPA	1		✓			✓	✓	✓	28	28	TS		\$91.11	\$91.11
Accountant*	10	3	BA/BS	6	4	Secret	Senior Accountant II														
							Don Lentz, CPA	1		✓				✓	✓	36	36	TS		\$77.19	\$77.19
							Robin Watkins, CPA	1			✓			✓	✓	10	5			\$77.19	\$77.19
							Michael Ray, CPA	1		✓			✓	✓	✓	25	16	TS		\$77.19	\$77.19
							Craig Simpson, CGFM		1		✓			✓	✓	6	3			\$77.19	\$77.19
							Shamell Montgomery	1		✓			✓	✓	✓	4	4		S	\$77.19	\$77.19
							Kim Kelly		1	✓				✓	✓	4	4	TS		\$77.19	\$77.19
							Vida Shega	1		✓				✓	✓	7	4			\$77.19	\$77.19
							Phillip Young	1		✓				✓	✓	6	4	TS		\$77.19	\$77.19
							Eric Chism	1		✓				✓	✓	6	4		S	\$77.19	\$77.19
							Chandra Anderson, CPA	1		✓				✓	✓	6	5			\$77.19	\$77.19
							Jeffery Champagne, CPA		1	✓				✓	✓	7	4		S	\$77.19	\$77.19
							Jason Brown, CPA	1			✓			✓	✓	7.5	7.5		S	\$77.19	\$77.19
							Jeanne Valentine, CPA	1			✓			✓	✓	11	8		S	\$77.19	\$77.19

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MDA Requirements						Offer															
Labor Category	MYEs by Location		Degree	DESIRED QUALIFICATIONS			GSA Schedule Number; Labor Category; Names of Personnel (See Note at Bottom)	MYEs by Location		Employment Status		QUALIFICATIONS						Active Security Clearance		Schedule Labor Rate	
				Yrs. Gen. Experience	Yrs. Spec. Experience	Phd						Degree Profile		Yrs. Gen. Experience	Yrs. Spec. Experience						
	On	Off						Employee	Signed Letter	MA/MS	BA/BS	AA/AS/HS	TS			S	On	Off			
	On	Off						On	Off	Employee	Signed Letter	Phd	MA/MS	BA/BS	AA/AS/HS			TS	S	On	Off
Junior Accountant	2		BA/BS	4	2	Secret	Staff Accountant II														
							Tom Williams	1		✓				✓	✓	4	3	TS		\$63.44	\$63.44
							Christine Winston	1			✓			✓	✓	4	4		S	\$63.44	\$63.44
Senior Auditor (CPA)*	2		MA/MS	10	6	Secret	Audit Supervisor														
							Walter Loder, CPA	1			✓			✓	✓	29	29	TS		\$91.11	\$91.11
							Lloyd O'Daniel	1			✓			✓	✓	28	23	TS		\$91.11	\$91.11
Financial Analyst	2		BA/BS	6	4	Secret	Senior Accountant II														
							Craig Farley	1			✓			✓	✓	6	4			\$77.19	\$77.19
							Michael O'Shea, CPA	1			✓			✓	✓	18	7		S	\$77.19	\$77.19
TOTAL STAFFING	19	3																			

\* KEY PERSONNEL - Resumes are required.

## OFFEROR INPUT

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

Note 1 - At a minimum, 75% of personnel (to include the Team Lead Program Manager) must have clearances on task order start date. The remainder of the off-site personnel must be able to obtain clearances within 90 days of task order start date. The Team Lead will be responsible for escorting any uncleared personnel throughout the FOB2 facility.

## ***Management Plan***

Team WA firms and professionals are well-schooled that the client is in charge of operations. Our plan for managing this engagement is designed to enable Team WA to follow the RM Director's leadership. This management plan addresses four areas: staff retention and replacement; lines of communication, authority, and responsibilities; quality assurance; and start-up operations.

### **Staff retention/replacement**

Retaining staff starts with offering them excellent careers. The member firms of Team WA are sought-after employers in our respective fields. Our salaries and benefits are competitive with those in our industries and in the Washington, DC Metro Area and we award superior client service with above-average raises and bonuses. We keep assignments interesting by working with leading edge clients like MDA and offer all client service recruits unlimited opportunity for advancement—they can rise to the top in each of our three organizations.

We engage in both ongoing recruitment and in special recruitment for particular projects. Ongoing recruitment includes regular visits to college campuses; advertisements in professional, industry, and other publications; booths at professional association conferences; and word-of-mouth. Specialized recruitment includes advertisements and targeted professional personnel firms.

Perhaps the most important part of our staff retention strategy is to recruit people who match the profile of the ideal consultant or contractor employee. This means that Team WA workers will have an intense understanding that success is measured by results, not by best effort. They will draw upon a broad range of experience gained from working with a variety of companies, and they will be flexible in order to respond to unique client needs.

Ways that we optimize management of project personnel include:

- Regular meetings by our Project Director with the RM Director to review personnel performance.

- Continual review of work products by our Team Leaders, Assistant Project Manager, Project Manager, and Partner-in-Charge.
- Regular performance reviews of our personnel, which stress client satisfaction with an employee's creativity, efficiency, productivity, and work quality. In addition, we regularly discuss with employees their own satisfaction with their work and their career plans.

We manage personnel with a goal of optimizing turnover for the benefit of the client, balancing "time-in-place" of contract employees with the client's desire to obtain different skills and talents in order to meet emerging requirements. If called upon to replace a professional serving on a client project, we will strive to make sure that the departing staff member provides ample notice and participates in orienting and training the replacement. All replacement staff will have the credentials and experience required for their project positions, and the RM Director will have final approval on acceptance of any new or replacement staff member.

In the long term, Team WA gives MDA/RM the advantage of tapping into a truly vast reservoir of human capital—together, Grant Thornton and SAIC employ 60,000 personnel. All three firms have agreed to obligate the full resources of their organizations to meeting the needs of MDA/RM.

### **Establish lines of communication, responsibility and authority**

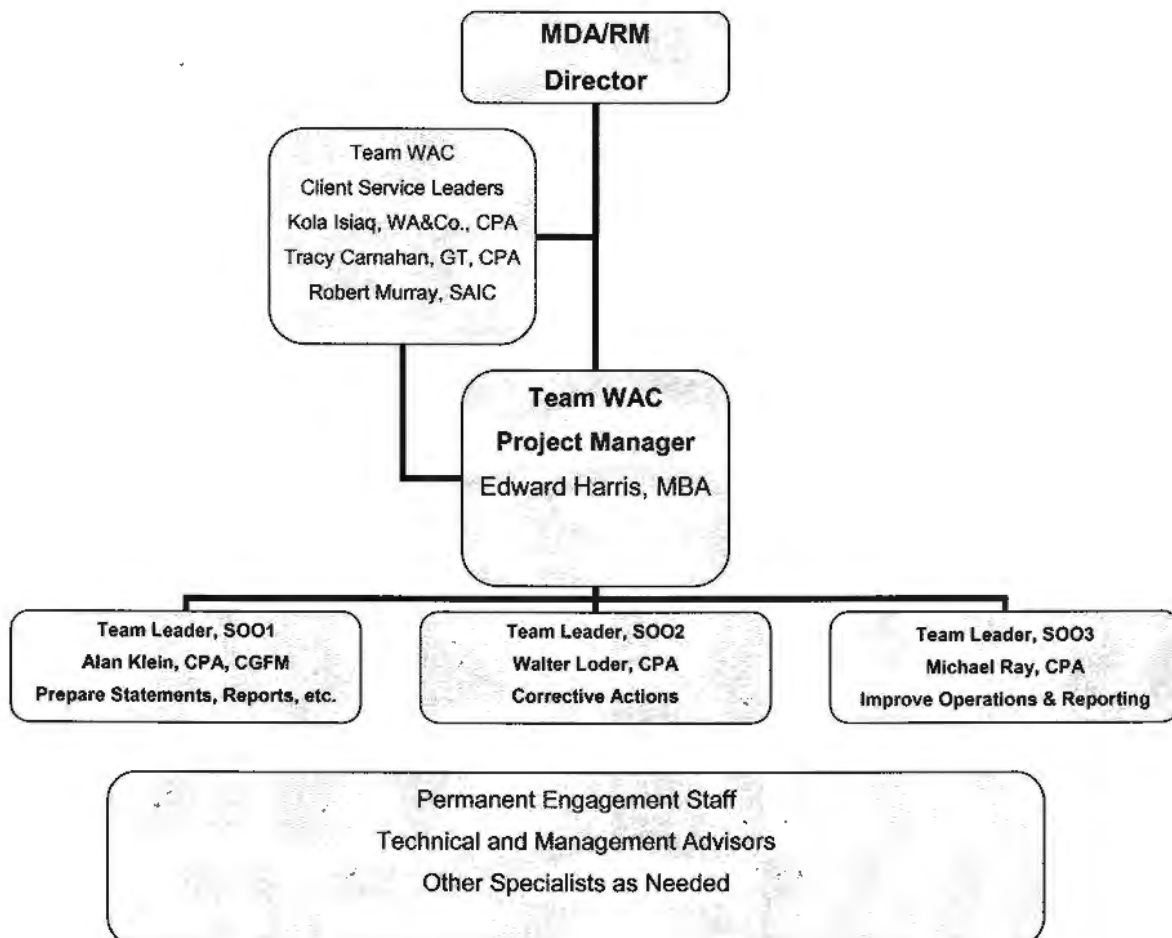
We wish to be responsive to how the RM Director wants us to structure lines of communication, responsibility and authority, and suggest that the structure in Figure 2-1 may be a good way to start out, in order to build a flexible team.

The **Project Manager** is accountable to the RM Director and will focus on planning and execution of activities that will lead to MDA developing financial reports that can successfully undergo an audit and on developing effective communications with sources of financial data such as DFAS. He is responsible for determining that the team is well managed and participates in supervising all assignments.

**Team Leaders** are senior staff who, in addition to other assignments, will manage, coordinate and support what we envision may be the major informal divisions of work in

this engagement: the three areas defined in the Statement of Objectives (SOO). Each of our proposed Team Leaders has deep expertise in the assigned SOO, and also is experienced as a leader of task teams. The RM Director may choose to communicate directly with Team Leaders as well as the Project Director, or work directly with other staff. **Staff** includes all personnel permanently assigned to the engagement and technical, management, and other advisors and specialists who may from time to time be needed for specific tasks. Staff may report directly to the RM Director, her designees, or to Team Leaders, depending on the nature of the work and the requirements of the Director. This maintains the flexibility needed to meet both ongoing and frequently changing tasks.

**Client Service Leaders** are executives of each Team WA firm who are available to consult with the RM Director on accounting, financial information, communication, and other issues. the RM Director is free to consult directly with any Client Service Leader any time. Mr. Isaiq Kola of WA & Co. will serve as the Partner-in-Charge of the engagement and is ultimately accountable for our work. In this capacity, he is responsible for Quality Assurance for the project. **Figure 2-1: Suggested Project Structure**



## **Fast Start-up of Operations**

Our intent is to hit the ground running so that we deliver the maximum support to the RM Director in the minimum time. Within ten days after being notified of contract award, Team WA personnel will be oriented and briefed on the activities they will be supporting at MDA/RM and ready to go to work. Tasks during this period (which will be done at no cost to MDA) include holding a meeting offsite, attended by Client Service Advisors and Project Manager and to which we invite the RM Director, to lay a solid foundation for going forward. A written report of the meeting will serve as an important management guide for the contract.

**Define and make initial assignments.** With the Director or her designees, we will develop initial descriptions of each contract position or major assignment, including types of work and lines of communication, responsibility and authority. We will match these descriptions with specific staff, based on an analysis of the work to be produced and the skills needed for rapid response to client needs. Then, we will validate with the client that we have achieved the right mix of contractor talent, skills, and experience, based on current and projected workload, as well as short- and long-term budgets.

**Establish performance measures.** Working with the Director, we will develop internal performance measures of our work that relate to the Director's priorities and give them feedback on their performance.

**Orientation and training of Team WA project staff.** We will conduct a two-day orientation and training session for members of Team WA and invite the RM Director to suggest topics for and participate in this instruction. Following this general orientation and training, the Project Manager and Team Leaders will work with individuals or small groups of staff to prepare them for specific activities outlined in their position or assignment descriptions.

**Initial work period.** During the initial months of the project, we will hold short weekly meetings of staff assigned to different teams in order to review progress in supporting RM objectives and to identify any resource, technical or management issues that may interfere with our work. Later, we will meet monthly for the same purpose.

**Security clearances.** At least 75 percent of the staff we propose have or will have appropriate security clearances in the time specified in the RFQ. We have already started

the paperwork needed for this. Each Team WA firm has designated security officers who will ensure that staff follow the appropriate procedures.


### **Quality Assurance**

Mr. Kola will be responsible for Quality Assurance under this contract. Team WA personnel will operate under the appropriate quality assurance and quality control requirements set forth by the Federal Government, the Department of Defense, and the Missile Defense Agency. In addition, they will follow WA&Co. quality assurance and control procedures, both general and specific to this project.

**General quality assurance procedures.** Both WA & Co. and Grant Thornton are members and active participants in the American Institute of Certified Public Accountants (AICPA), and Williams, Adley is a member of the National Association of Black Accountants, Inc.'s Division of Firms. These memberships require strict compliance with professional standards that will be applied in this engagement. We are enrolled in AICPA's Quality Review Program and have received unqualified opinions in all of our regular Peer Reviews.

Our quality assurance policies are documented, distributed to and are required to be read by all professionals in our organization. Topics in these policies include the assignment of personnel, seeking consultation on technical issues, supervision, hiring, professional development, advancement and inspection. Copies of the material are available on request.

In summary, our management plan will assure MDA/RM of a responsive support cadre of well-qualified accounting and financial management professionals who fit all requirements. They will be ready to start almost immediately, and their work will be based on a solid foundation of understanding of their assignments and expected levels of performance. Our organizational structure offers the RM Director maximum personal control of contract personnel, and access to a wide variety of specialists in the field of government and private sector accounting.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   13</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00001</b>		3. EFFECTIVE DATE <b>24-Feb-2004</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE <b>HQ0006</b>		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) WILLIAMS ADLEY & COMPANY, LLP MR. KOLA ISIAQ 1212 NEW YORK AVENUE NW #475 WASHINGTON DC 20005-6807				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>HQ0006-04-F-0003</b>			
				X 10B. DATED (SEE ITEM 13) <b>23-Jan-2004</b>			
CODE <b>1FRP8</b>		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE <b>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN</b> <b>REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter,</b> <b>provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</b>							
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.</b> <b>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Mutual Agreement of the Parties.</b>							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>  3  </u> copies to the issuing office.							
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b> <b>The purpose of this modification is to change the quantity and units from months to manmonths and revise the invoicing procedures. See pages 2-13.</b>							
<small>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</small>							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARC LESSER / CONTRACTING OFFICER, CTS TEL: (703)486-0175 EMAIL: marc.lesser@mda.osd.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED <b>18-Mar-2004</b>	



## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION SF 1449 - CONTINUATION SHEET

## SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$0.68 from \$3,461,161.00 (EST) to \$3,461,160.32 (EST).

## SUPPLIES OR SERVICES AND PRICES

## CLIN 0001

The pricing detail quantity has increased by 252.00 from 12.00 to 264.00.

[The unit price amount has decreased by \$259,410.54 from \$271,763.42 to \$12,352.88.]

The unit of issue has changed from Months to Manmonth.

[The total cost of this line item has decreased by \$0.68 from \$3,261,160.998 to \$3,261,160.32.]

## CLIN 0101

The pricing detail quantity has increased by 252.00 from 12.00 to 264.00.

[The unit price amount has decreased by \$269,786.92 from \$282,633.92 to \$12,847.00.]

The unit of issue has changed from Months to Manmonth.

[The total cost of this line item has increased by \$1.00 from \$3,391,606.998 to \$3,391,608.00.]

## CLIN 0201

The pricing detail quantity has increased by 252.00 from 12.00 to 264.00.

[The unit price amount has decreased by \$280,578.45 from \$293,939.33 to \$13,360.88.]

The unit of issue has changed from Months to Manmonth.

[The total cost of this line item has increased by \$0.32 from \$3,527,271.9996 to \$3,527,272.32.]

## CLIN 0301

The pricing detail quantity has increased by 252.00 from 12.00 to 264.00.

[The unit price amount has decreased by \$291,801.52 from \$305,696.83 to \$13,895.31.]

The unit of issue has changed from Months to Manmonth.

[The total cost of this line item has decreased by \$0.16 from \$3,668,361.9996 to \$3,668,361.84.]

## The following have been modified:

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

b. The contractor agrees to provide a firm fixed price for CLIN 0001 (and respective CLINs for each option year). **The manmonth price extended for the actual number of manmonths provided on a monthly basis** covers all services that are part of the contractor's project plan and applicable staffing plan. The price includes all related project management, supervision, administrative support, and operating supplies whether performed on-site in MDA facilities or in contractor facilities. Travel and reimbursable items addressed in paragraph d. below will not be included in CLIN 0001 (and respective CLINs for each option year). Stated prices for each of the last two option years may be adjusted subject to the terms of clause #12.

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

d. The parties mutually agree that the Contractor will provide substantially the staffing as provided in the Schedule of Supplies and Services on a daily basis during the operation of the work-site. Staffing shall be provided consistent with the staffing plan agreed to by the parties as specified in Attachment 6, Labor Mix, Qualifications and Rates Matrix submitted as part of the Offer. **Additionally, while the Government expects minor month-to-month fluctuations may occur in the actual staffing provided, the Contractor will provide the effort and services such as to maintain a steady level-of-effort performance throughout the entire 12-month performance period. Accordingly, the Contractor will not exceed the monthly man-year requirement by more than ten (10) percent in any one month.** Minor variations in staffing and skill mix are mutually understood as appropriate outcome of the work environment. There are ten (10) Government observed holidays.

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

f. Note that this order will contain an Award Term provision in accordance with clauses #10. and #11. The total duration of the order may extend to 10 years.

This order is subject to the terms and conditions of the GSA Federal Supply Schedule (FSS) Contract and the terms and conditions of the MDA Master Agreement HQ0006-02-H-0001 and all clauses and provisions in full text or incorporated by reference herein. In the case of conflict, this SF 1449 shall govern.

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

a. Material Inspection and Receiving Report - At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and forward to the Government a Material Inspection and Receiving Report in the manner and to the extent required by DoD FAR Supplement (DFARS) Appendix F, "Material Inspection and Receiving Report." NOTE: At the Contractor's option either the DD Form 250 or copies of the SF 1449 on which this order has been issued may be utilized as the Material Inspection and Receiving Report required by this clause. If the SF 1449 is elected, the Contractor shall insert the words "RECEIVING REPORT" in item 20 and make the appropriate entry in item 33 of all copies of the document prior to making the required minimum distribution. NOTWITHSTANDING THE PROVISION OF DFARS APPENDIX F, THE CONTRACTOR SHALL MAKE THE FOLLOWING MINIMUM DISTRIBUTION: FIVE (5) COPIES TO THE CONTRACTING OFFICER'S REPRESENTATIVE FOR FURTHER DISTRIBUTION IN ACCORDANCE WITH PARAGRAPH B, CONTRACTING OFFICER'S REPRESENTATIVE BELOW. In case of rental or maintenance contracts, a separate report shall be distributed at the time each invoice is submitted for payment.

b. The Contracting Officer's Representative (COR) will be assigned by the PCO at time of order issuance. The COR will pre-certify invoices and execute the receiving report(s), (Items 32a and 33 of the SF 1449 or Items 21 and 22 of the DD Form 250) required by this order as verification that the specified supplies have been delivered. The COR will distribute the signed receiving reports as follows:

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

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

2. **ORDER ACCOUNTING**

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

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

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

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

### **3. PERIOD OF PERFORMANCE**

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

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

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

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

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

b. Extended Commuting Travel.

(1) All contractor extended commuting travel under this contract must be approved by the COR AND BY THE PROCURING CONTRACTING OFFICER (PCO) using MDA Form 110 (dated March 2001) based on documentation from the contractor showing that extended commuting travel is the most effective means of fulfilling the government's requirements – cost and other factors considered.

(2) Extended commuting travel may be authorized for up to 90 days at a time and must be authorized in advance in writing using MDA Form 110 (dated March 2001).

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

### **6. DELIVERABLES**

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

### **7. POTENTIAL GROWTH**

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

**8. LOCATION OF PERFORMANCE**

All work under CLIN 0001 (and respective CLINs for each option year) will be performed at MDA Headquarters currently at FOB2, Arlington, Virginia. MDA is providing workstations for [19] personnel at this location. Should off-site personnel be required at a future date the following shall apply: Off-site personnel are expected to perform tasks from a contractor facility within a 30 minute one-way commute time from MDA Headquarters during rush hour by car, regularly scheduled public transportation, or a regularly scheduled shuttle system (i.e. transportation not specific or chargeable to this contract). Any proposed personnel place of performance outside the local Washington, D.C. metropolitan area must be explained/justified.

**9. KEY STAFF**

The Contractor shall notify and obtain the approval of the Contracting Officer and Contracting Officer's Representative prior to making any changes in key staff. If replacing key staff the Contractor shall adhere to the following: (1) replacement person's qualifications are equal to or better than the qualifications of the person being replaced as proposed and accepted at the time of task order award; or (2) the added person's qualifications are equal to or better than the desired qualifications of this task order.

**10. AWARD TERM**

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

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

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

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

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

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

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

g. If the contractor's GSA schedule contract is due to expire during the period of performance of this order and is not extended by GSA, this task order will expire at the end of whatever performance period is currently in effect when the contractor's GSA schedule contract ends. All task order unexercised/unawarded option and award term periods will automatically become void. Cancellation of an award term arising from cancellation/expiration of the GSA schedule (without renewal) will not entitle the contractor to any equitable adjustment or other compensation. If this order is awarded under a team arrangement and in the event that the GSA schedule contract is

not extended to the contractor as a team member, the Contracting Officer may require the team lead to remove the subject team member and provide an alternate source to provide these services. In the event GSA does not extend its schedule contract with a team lead or a member or members that represent a substantial part of the work, MDA reserves the right to cancel, without liability, any remaining award term (entitlements not granted or options not exercised) on this order and proceed to recompile the work. The contractor will notify the Contracting Officer immediately when it becomes known that its own or a team member's GSA schedule contract will either be cancelled or not be extended in time to allow that firm to continue performance under the order.

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

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

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

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

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

d. Regardless of increases in GSA hourly labor rates that are in effect under the GSA schedule contract at the point of pricing the award term and non-core option periods, the maximum amount of the increase which will be permitted for each unit price stated in the order for the award term period will be limited to a ceiling of 10 percent over the price of the performance period in effect at the time the pricing is submitted. Likewise, the unit price for the accompanying non-core option is limited to a ceiling of 10 percent over the unit price for submitted for the award term.

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



Contracting Officer, the same Labor Mix, Qualifications, and Rate Mix applicable to the then current period will be used as the baseline for pricing the award term and accompanying non-core option year.

## **12. GSA PRICE ADJUSTMENT**

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

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

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

d. If the contractor makes a request to adjust the **manmonth** prices, the labor rates used in the changed **manmonth** 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 **manmonth** unit price will be no more than \$80 for that labor category. However, if the average of the discounts from the GSA published labor rates for that category from the time of award through option year 2 is more than 20%, then, that average percentage factor will be used for the labor category. This maintains the same percentage discount relationship between the task order prices and the GSA contract rates throughout the task order period. If a new rate has been negotiated with GSA and accepted but not published, the new rate may be used if it will be effective prior to the start of the option year for which the adjustment is requested, and if the contractor can provide supporting documentation to MDA that confirms that the GSA contracting officer has approved the new rate.

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

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



### 13. CONTRACT MODIFICATION

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

### 14. 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993) Applicable to FFP CLINS

(a) Contract line item(s) 0001 is incrementally funded. For this item(s), the sum of \$2,941,000.00 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

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

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

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

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

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

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

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

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

On execution of contract.....[\$2,941,000.00]

Incremental funding thereafter based on fiscal year availability of funds.

(End of clause)

**15. 52.232-22 LIMITATION OF FUNDS (APR 1984) Applicable to Cost CLINS**

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract.

(End of clause)

<u>DOCUMENT</u>	<u>PGS</u>	<u>DATE</u>	<u>TITLE</u>
EXHIBIT A	5	08-28-03	Contract Data Requirements List (CDRL), DD Form 1423-1
ATTACHMENT 1	2	08-28-03	Statement of Objectives (SOO)
ATTACHMENT 2	1	08-28-03	Government Furnished Information/Government Furnished Equipment and Other Direct Cost Limitations
ATTACHMENT 3	9	01-14-04	DD Form 254
ATTACHMENT 4	2	08-28-03	PPBS Non-Disclosure Agreement
ATTACHMENT 5	8	08-28-03	Award Term Plan
ATTACHMENT 6	2	08-28-03	Labor Mix, Qualifications and Rates Matrix
ATTACHMENT 7	5	10-31-03	Management Plan

(End of Summary of Changes)