

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER 42835		PAGE 1 OF 35			
2. CONTRACT NO. GS-23F-0382K		3. AWARD/EFFECTIVE DATE 01-Jul-2004		4. ORDER NUMBER HQ0006-04-F-0019		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
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) 882-6295 FAX: (703) 882-6356		CODE HQ0006		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS	
15. DELIVER TO SEE SCHEDULE				16. ADMINISTERED BY SEE ITEM 9					
17a. CONTRACTOR/ OFFEROR DECISIVE ANALYTICS CORPORATION KELLY MCCLELLAND 1235 JEFFERSON DAVIS HIGHWAY SUITE 400 ARLINGTON VA 22202 TEL. (703) 414-5024		CODE 06CT8		18a. PAYMENT WILL BE MADE BY DFAS-INDIANAPOLIS CENTER 8899 EAST 56TH STREET ATTN: DFAS-FFV/IS INDIANAPOLIS IN 46249-1500		CODE HQ0105		FACILITY CODE	
<input checked="" type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE									
25. ACCOUNTING AND APPROPRIATION DATA See Schedule							26. TOTAL AWARD AMOUNT \$6,277,291.00 EST		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</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. <input checked="" type="checkbox"/>					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		42b. RECEIVED AT (Location)		42c. DATE REC'D (YY/MM/DD)	
						42d. TOTAL CONTAINERS			

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001

Services in support of EVM - WASH-DC
FFP

Services in support of MDA/PI Earned Value Management (EVM) Washington DC (WASH-DC) in accordance with the Statement of Objectives (SOO Para 3.2) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).
PURCHASE REQUEST NUMBER: 42835

NET AMT

(b)(4)

ACRN AA Funded Amount

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0002

Services in support of Program Analysis
FFP

Services in support of MDA/PI Program Analysis in accordance with the SOO (Para 3.3) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).
PURCHASE REQUEST NUMBER: 42835

NET AMT

(b)(4)

ACRN AA Funded Amount

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	RESERVED FFP				
NET AMT					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	RESERVED T&M				
TOT ESTIMATED PRICE					\$0.00
CEILING PRICE					
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Services in support of EVM - Huntsville FFP Services in support of MDA/PI EVM Huntsville in accordance with the SOO (Para 3.2) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8). PURCHASE REQUEST NUMBER: 42835	(b)(4)			
NET AMT					(b)(4)
ACRN AA Funded Amount					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Other Direct Costs (ODC) COST ODCs to support MDA/PI in accordance with the SOO (Attachment 1). ESTIMATED COST \$300,000.00 PURCHASE REQUEST NUMBER: 42835		Lot		
				ESTIMATED COST	\$300,000.00 (EST.)
	ACRN AA Funded Amount				(b)(4)

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Contract Data Requirements List (CDRL) FFP Provide data and reports for CLINs 0001, 0002, 0003, 0004 and 0005 in accordance with the CDRL, DD Form 1423-1. NOT SEPARATELY PRICED (NSP)				NSP
				NET AMT	
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101		(b)(4)			
OPTION	Services in support of EVM - WASH-DC FFP Services in support of MDA/PI Earned Value Management (EVM) Washington DC (WASH-DC) in accordance with the Statement of Objectives (SOO Para 3.2) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).				
				NET AMT	(b)(4)
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102		(b)(4)			
OPTION	Services in support of Program Analysis FFP Services in support of MDA/PI Program Analysis in accordance with the SOO (Para 3.3) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).				
				NET AMT	(b)(4)
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103 OPTION	RESERVED FFP				
NET AMT					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0104 OPTION	RESERVED T&M				
TOT ESTIMATED PRICE					\$0.00
CEILING PRICE					
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0105 OPTION	Services in support of EVM - Huntsville FFP Services in support of MDA/PI EVM Huntsville in accordance with the SOO (Para 3.2) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).	(b)(4)			
NET AMT					(b)(4)
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0106 OPTION	Other Direct Costs (ODC) COST		Lot		
	ODCs to support MDA/PI in accordance with the SOO (Attachment 1). ESTIMATED COST \$300,000.00				
				ESTIMATED COST	\$300,000.00 (EST.)
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0107 OPTION	Contract Data Requirements List (CDRL) FFP				NSP
	Provide data and reports for CLINs 0101, 0102, 0103, 0104 and 0105 in accordance with the CDRL, DD Form 1423-1. NSP				
				NET AMT	
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201		(b)(4)			
OPTION	Services in support of EVM - WASH-DC FFP Services in support of MDA/PI Earned Value Management (EVM) Washington DC (WASH-DC) in accordance with the Statement of Objectives (SOO Para 3.2) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).				
NET AMT					(b)(4)
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202		(b)(4)			
OPTION	Services in support of Program Analysis FFP Services in support of MDA/PI Program Analysis in accordance with the SOO (Para 3.3) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).				
NET AMT					(b)(4)
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203	RESERVED				
OPTION	FFP				
NET AMT					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0204	RESERVED				
OPTION	T&M				
TOT ESTIMATED PRICE					\$0.00
CEILING PRICE					
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0205	Services in support of EVM - Huntsville	(b)(4)			
OPTION	FFP				
Services in support of MDA/PI EVM Huntsville in accordance with the SOO (Para 3.2) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).					
NET AMT					(b)(4)
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0206 OPTION	Other Direct Costs (ODC) COST		Lot		
	ODCs to support MDA/PI in accordance with the SOO (Attachment 1).				
	ESTIMATED COST \$300,000.00				
				ESTIMATED COST	\$300,000.00 (EST.)
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0207 OPTION	Contract Data Requirements List (CDRL) FFP				NSP
	Provide data and reports for CLINs 0201, 0202, 0203, 0204 and 0205 in accordance with the CDRL, DD Form 1423-1.				
	NSP				
				NET AMT	
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301		(b)(4)			
OPTION	Services in support of EVM - WASH-DC FFP Services in support of MDA/PI Earned Value Management (EVM) Washington DC (WASH-DC) in accordance with the Statement of Objectives (SOO Para 3.2) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).				
				NET AMT	(b)(4)
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302		(b)(4)			
OPTION	Services in support of Program Analysis FFP Services in support of MDA/PI Program Analysis in accordance with the SOO (Para 3.3) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).				
				NET AMT	(b)(4)
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0303	RESERVED				
OPTION	FFP				

NET AMT \$0.00

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0304	RESERVED				
OPTION	T&M				

TOT ESTIMATED PRICE \$0.00

CEILING PRICE

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0305	Services in support of EVM - Huntsville	(b)(4)			
OPTION	FFP				

Services in support of MDA/PI EVM Huntsville in accordance with the SOO (Para 3.2) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

NET AMT (b)(4)

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0306 OPTION	Other Direct Costs (ODC) COST ODCs to support MDA/PI in accordance with the SOO (Attachment 1). ESTIMATED COST \$300,000.00		Lot		
				ESTIMATED COST	\$300,000.00 (EST.)
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0307 OPTION	Contract Data Requirements List (CDRL) FFP Provide data and reports for CLINs 0301, 0302, 0303, 0304 and 0305 in accordance with the CDRL, DD Form 1423-1. NSP				NSP
				NET AMT	
	Funded Amount				\$0.00

FOB: Destination

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JUL-2004 TO 30-JUN-2005	N/A	MISSILE DEFENSE AGENCY (MDA) DAVID HELLER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 693-3008 FOB: Destination	HQ0006
0002	POP 01-JUL-2004 TO 30-JUN-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0003	POP 01-JUL-2004 TO 30-JUN-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0004	POP 01-JUL-2004 TO 30-JUN-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0005	POP 01-JUL-2004 TO 30-JUN-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0006	POP 01-JUL-2004 TO 30-JUN-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0007	POP 01-JUL-2004 TO 30-JUN-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0101	POP 01-JUL-2005 TO 30-JUN-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0102	POP 01-JUL-2005 TO 30-JUN-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0103	POP 01-JUL-2005 TO 30-JUN-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0104	POP 01-JUL-2005 TO 30-JUN-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0105	POP 01-JUL-2005 TO 30-JUN-2006	N/A	MISSILE DEFENSE AGENCY (MDA) DAVID HELLER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 693-3008 FOB: Destination	HQ0006
0106	POP 01-JUL-2005 TO 30-JUN-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006

0107	POP 01-JUL-2005 TO 30-JUN-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0201	POP 01-JUL-2006 TO 30-JUN-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0202	POP 01-JUL-2006 TO 30-JUN-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0203	POP 01-JUL-2006 TO 30-JUN-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0204	POP 01-JUL-2006 TO 30-JUN-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0205	POP 01-JUL-2006 TO 30-JUN-2007	N/A	MISSILE DEFENSE AGENCY (MDA) DAVID HELLER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 693-3008 FOB: Destination	HQ0006
0206	POP 01-JUL-2006 TO 30-JUN-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0207	POP 01-JUL-2006 TO 30-JUN-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0301	POP 01-JUL-2007 TO 30-JUN-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0302	POP 01-JUL-2007 TO 30-JUN-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0303	POP 01-JUL-2007 TO 30-JUN-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0304	POP 01-JUL-2007 TO 30-JUN-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0305	POP 01-JUL-2007 TO 30-JUN-2008	N/A	MISSILE DEFENSE AGENCY (MDA) DAVID HELLER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 693-3008 FOB: Destination	HQ0006
0306	POP 01-JUL-2007 TO 30-JUN-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0307	POP 01-JUL-2007 TO 30-JUN-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006

INSPECTION AND ACCEPTANCE TERMS

Supplies/services for all CLINs will be inspected/accepted at Destination by the Government.

ACCOUNTING AND APPROPRIATION DATA

AA: 9740400.2520 40603890C 2523 012123 BMDO0145562835
AMOUNT: \$2,040,081.07

BSSP BOILERPLATE

a. This is a Firm-Fixed Price order. The Firm-Fixed Price (FFP) CLINs are CLIN 0001, CLIN 0002, CLIN 0003, CLIN 0004 and CLIN 0005 (and respective CLINs for each option year). Note that CLIN 0004 is a Time & Material ordering CLIN. Other Direct Costs are addressed under CLIN 0006 (and respective CLINs for each option year). Deliverables are addressed under CLIN 0007 (and respective CLINs for each option year).

b. The contractor agrees to provide a firm fixed price for CLIN 0001, CLIN 0002, CLIN 0003, CLIN 0005, and when an order is placed for CLIN 0004 (and respective CLINs for each option year). The man-month price extended for the actual number of man-months provided covers all services that are part of the contractor's project plan and applicable staffing plan. The price includes all related project management, supervision, administrative support, and operating supplies whether performed on-site in MDA facilities or in contractor facilities. Travel and reimbursable items addressed in paragraph c. below will not be included in CLINs 0001, 0002, 0003, 0004 and 0005 (and respective CLINs for each option year (see clause #13)). Stated prices for each of the last two option years may be adjusted subject to the terms of clause #13.

c. The parties mutually agree that Other Direct Costs (ODCs) under CLIN 0006 (and respective CLINs for each option year) will be billed at cost plus G&A without fee and in accordance with the GSA Schedule. The ODC CLINs are intended to cover pre-approved contractor travel, atypical time-critical supply or reproduction needs, and leased facilities when authorized in advance by the Contracting Officer.

d. The parties mutually agree that the Contractor will provide substantially the staffing as provided in the Schedule of Supplies and Services on a daily basis during the operation of the work-site. Staffing shall be provided consistent with the staffing plan agreed to by the parties as specified in Attachment 5, 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. 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.

f. When an order is placed to a Team Lead with Team Members under the same order, the Government will list the dollar value of the order being performed by each respective Team Member. The Government will use the Team Member's Price Format, Attachment 5, to derive this information. Team Members will be accountable for GSA fee based on the dollar value apportioned to each member unless otherwise provided in the Teaming Agreement.

This order is subject to the terms and conditions of the GSA Federal Supply Schedule (GS-23F-0382K) 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 event 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: FOUR (4) 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 Procuring Contracting Officer (PCO) will assign the Contracting Officer's Representative (COR) at the time of order issuance. The COR will pre-certify invoices and execute the receiving report(s), (Items 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

2. ORDER ACCOUNTING

a. Separate invoices shall be submitted for each individual CLIN monthly for payment and shall clearly identify:

- (1) Government order number.
- (2) Period of performance
- (3) Amount due by CLIN
- Labor CLINs – fixed man-month unit price extended for the actual number of man-months provided.
- 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 man-month unit price extended for the actual number of man-months 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, subsequent option exercise or Award Term entitlement (see clause #11) when awarded pursuant to this Task Order.

4. REMITTANCE ADDRESS

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

DECISIVE ANALYTICS Corporation
1235 Jefferson Davis Highway, Suite 400
Arlington, VA 22202

(b)(4)

5. 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.

6. 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 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 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.

7. DELIVERABLES

The contractor will be required to complete a "Monthly Status Report (MSR)", "Technical Status Report", "Funds and Labor Hour Expenditure Report" and other reports to the Contracting Officer in accordance with the attached Contract Data Requirements Lists (CDRLs, Exhibit A) and as specified in the SOO.

8. POTENTIAL GROWTH

Due to emerging events there is a potential for the MYE requirement to grow up to 50%. 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.

9. LOCATION OF PERFORMANCE

a. On-site work under CLINs 0001, 0002 and 0003 (and respective CLINs for each option year) will be performed at MDA National Capital Region (NCR) sites (currently Federal Office Building #2 (FOB2), Sequoia Plaza, and various locations in Crystal City, Arlington, Virginia and the Suffolk Building, Fairfax, Virginia). MDA is providing workstations for 21 personnel at this location. Should off-site personnel be required at a future date in the NCR, the following shall apply: Off-site personnel are expected to perform tasks from a contractor facility within a 30 minute one-way commute time from MDA Headquarters (FOB2) during rush hour by car, regularly scheduled public transportation, or a regularly scheduled shuttle system (i.e. transportation not specific or chargeable to this contract). Any proposed personnel place of performance outside the local NCR metropolitan area (excluding CLIN 0005 personnel) must be explained/justified.

b. CLIN 0004 **RESERVED**.

c. On-site work under CLIN 0005 (and respective CLINs for each option year) will be performed at Army Space and Missile Defense Command (SMDC) in Huntsville, AL. The Ballistic Missile Defense System Executing Agents will provide workstations for on-site personnel at this location. Off-site personnel are expected to perform tasks from a contractor facility within a 30 minute one-way commute time from SMDC 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 Huntsville, AL area must be explained/justified.

10. KEY STAFF

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

11. 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 ten (10) years. The award term periods may be earned by the contractor for sustained performance that exceeds a satisfactory level.

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

c. For award term entitlements, the contractor's performance will be evaluated based on a Government established Award Term Plan. The schedule part of this clause reflects the timetable for evaluations and award term decision points. The evaluation decision point is scheduled to be completed no later than 90 days following the end of the period being evaluated. If the Award Term Approving Official grants an award term, the entitlement to that award term period will be issued in a modification to the order (contingent on availability of funds, exercise of prior

option years, and continued coverage of the contractor's GSA schedule contract). Within 60 days prior to the end of each applicable award term period (if awarded), the Contracting Officer may exercise an option year by issuing a unilateral modification to the order. Contract options are exercisable based on the criteria in FAR 17.207 and are not covered by the award term plan in the task order.

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

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

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

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

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

12. 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 six, eight and ten), if exercised, will be determined prior to the start of each award term period in accordance with this clause. For purposes of this clause, a non-core option period is defined to be the one year option period that accompanies each award term period.

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

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

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

accompanying non-core option is limited to a ceiling of 10 percent over the unit price for submitted for the award term.

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

13. GSA PRICE ADJUSTMENT

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

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

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

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

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

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

each labor category was figured and applied to the higher proposed task order unit price.

14. DFARS 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)
(Applicable to fixed price CLINs)

a. Contract line item(s) 0001 through 0003 and 0005 (and 0004 when applicable) (and respective CLINs for each option year) are incrementally funded. For these item(s), the sum of \$1,992,000.00 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 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 a 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 Convenience of the Government."

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

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

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

g. The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with

(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.

16. RESERVED

17. 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.

18. CONTRACTOR ACCESS TO PLANNING, PROGRAMMING, BUDGETING, AND EXECUTION SYSTEM (PPBES) DATA (13 APR 92)

a. In order to perform the requirements of this contract, the Contractor shall be required to receive, review, analyze, and prepare (hereinafter shall be referred to as "process") reports/data which contain Government Planning, Programming, Budgeting, and Execution System (PPBES) data. However, the Missile Defense Agency (MDA) is authorized to release BMD-related PPBES data to the Contractor only after:

(1) The MDA obtains written authorization from the Office of the Secretary of Defense (OSD) to release the data to the Contractor; and

(2) Compliance with the provisions of this clause have been met.

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

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

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

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

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

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

c. BMD-related PPBES data is defined as: Current or future PPBES data regarding any activity relating to the BMD 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 reflect 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 BMD Program or any of its related projects.

d. The following list of documents (which is exemplary but not all inclusive) obtained from DoD Directive 7045.14 are considered PPBES documents:

(1) **PLANNING**

Defense Planning Guidance

(2) **PROGRAMMING**

- (a) Fiscal Guidance (when separate from Defense Planning Guidance)
- (b) Program Objective Memoranda (POM)
- (c) POM Defense Program (formerly FYDP) documents (POM Defense Program, Procurement & RDT&E Annexes)
- (d) Program Review Proposals
- (e) Issue Papers (e.g., Major Issue Papers, Tier II Issue Papers, Cover Briefs)
- (f) Proposed Military Department Program Reductions (or Program Offsets)
- (g) Tentative Issue Decision Memoranda
- (h) Program Decision Memoranda

(3) **BUDGETING**

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

e. If a document(s) required by an OSD/MDA PPBES approved Contractor contains:

(1) Only BMD-related PPBES information, the Contractor may be granted access to the entire document.

(2) Other Government agency information, the Contractor ONLY may be granted access to BMD-related PPBES data extracted or derived from the document as defined in paragraph c. above.

f. The Contractor shall be responsible for informing its personnel (hereinafter includes persons employed by the Contractor as an agent, consultant, or subcontractor) of the provisions of this clause and providing original certifications of MDA (PPBES Non-disclosure Agreements [MDA Form 099], Attachment 11) to the Contracting Officer within fifteen (15) days after the effective date of this contract. An agreement shall be obtained from each of its employees involved in the performance of this contract who require access to such data. Each individual shall be required to agree to:

(1) Read and comply with the applicable provisions of this

(2) Ensure BMD-related PPBES data entrusted to them ONLY will be used in accordance with applicable DoD and MDA governing regulations, for the purpose for which it was provided, and within the scope of the work.

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

(4) Not transport (by any medium), maintain, or process BMD-related PPBES data outside a Government facility unless the removal or preparation of such data at the facility is accomplished in accordance with a company's facility plan approved by the MDA. (Verification of MDA PPBES-approved Contractor facilities and individuals can be obtained from the Contracting Officer.)

(5) Not to accept any portion of any document that is described in paragraph d. above, unless the portion of the document contains only BMD-related PPBES data.

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

g. The non-disclosure agreements shall be reviewed and approval granted by the Contracting Officer based on the individual's need-to-know.

h. The Contractor shall be responsible for immediately notifying the Contracting Officer in writing of any changes in its personnel with access to BMD-related PPBES data, e.g., departures, new employees, or employees who no longer need access to such data under this contract, etc.

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

(1) Information Systems Directorate - all ADP equipment.

(2) Management Operations Directorate - all other equipment, e.g., telefax and reproduction machines, tables, chairs, mobile and permanent white boards, etc.

j. Processing BMD-related PPBES data at the Contractor's facility shall be performed only when absolutely essential and processing in Government workspaces is impractical. Prior to the processing of any such data outside of a Government facility or removal of BMD-related PPBES data from a Government facility, the Contractor shall submit a written plan to the Contracting Officer outlining the procedures for maintaining such data at its facility. The Contractor shall submit its own plan or a plan that meets the general requirements identified in MDA Directive 7045 "Contractor Access to Planning, Programming, and Budgeting System (PPBES) Data." The plan shall be approved in writing by the Contracting Officer prior to removal of any BMD-related PPBES data from a Government facility or the processing of any such data in the Contractor's facility. A Contractor may submit a separate plan for each of its facilities that need to maintain such data or one plan as long as any differences between the procedures followed at each facility are clearly distinguishable in the plan. If an agent, consultant, or subcontractor requires the processing of BMD-related PPBES data at its facility(s), they also must submit a separate facility plan through the prime Contractor for approval by the Contracting Officer. NOTE: A plan is not required for Contractor personnel who have been given access to BMD-related PPBES data to transport, process, or maintain such data at a Government or an MDA PPBES-approved Contractor facility. (Verification of MDA-approved Contractor facilities and authorized personnel can be obtained from the Contracting Officer.)

k. If the Contractor is not required to process BMD-related PPBES data at its facility(s), the Contractor shall inventory all Government documents in its possession and destroy or return all DoD-generated PPBES and BMD-related PPBES data/documents to the Contracting Officer. If the requirement to process such data at the Contractor's facility(s) changes in the future, compliance with paragraph j. above shall be required.

l. The Contractor shall be responsible for ensuring that persons in their employment that have been granted access to BMD-related PPBES data understand the consequences of divulging such data. Revealing BMD-related PPBES data to unauthorized persons may provide other companies with an unfair advantage in future competitions or jeopardize national security interests. Violations by individuals or companies may result in contractual actions or criminal prosecution.

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

19. ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

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

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

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

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

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

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

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

(3) Access To and Protection of Proprietary Information: The Contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business, or financial information (hereinafter referred to as "proprietary data") under this contract, it shall treat such information in accordance with any restrictions imposed on such information. The Contractor further agrees to enter into a written agreement for the protection of the proprietary data of others and to exercise diligent effort to protect such proprietary data from unauthorized use or disclosure. In addition, the Contractor shall obtain from each employee who has access to proprietary data under this contract, a written agreement which shall in substance provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary data received in connection with the work under this contract. The Contractor will educate its employees regarding the philosophy of Part 9.505-4 of the Federal Acquisition Regulation so that they will not use or disclose proprietary information or data generated or acquired in the performance of this contract except as provided herein.

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

d. Representations and Disclosures:

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

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

e. Remedies and Waiver:

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

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

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

20. PUBLIC RELEASE OF INFORMATION (JAN 2003)

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

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

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

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

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

Office of the Secretary of Defense

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

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

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

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

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

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

j. Outlines or rough drafts will not be cleared.

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

21. ENABLING CLAUSE FOR BMD INTERFACE

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

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

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

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

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

22. BMDO VISIT AUTHORIZATION PROCEDURES

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

Office of the Secretary of Defense

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

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

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Missile Defense Agency/Deputy for Program Integration, Contract Data Requirements List, Exhibit A	6	23-APR-2004
Attachment 1	Statement of Objectives (SOO)	3	28-APR-2004
Attachment 2	GFI-GFE	1	23-APR-2004
Attachment 3	OCI Analysis Disclosure Form	2	19-FEB-2004
Attachment 4	DD254 Contract Security Classification Specification	9	21-APR-2004
Attachment 5a	Labor Quals CLIN 0001	2	17-MAY-2004
Attachment 5b	Labor Quals CLIN 0002	1	17-MAY-2004
Attachment 5c	Labor Quals CLIN 0005	1	17-MAY-2004
Attachment 6	Award Term Plan	8	23-FEB-2004
Attachment 7	PPBES Non-Disclosure Agreement	2	01-NOV-2003
Attachment 8	Management Plan	3	17-MAY-2004

NOTE: Attachment 5 and Attachment 8 will only be provided to those individuals with a proper need to know. Please contact MDA/CTS if copies of these attachments are desired.

CONTRACT DATA REQUIREMENTS LIST

April 23, 2004

PREPARED BY

MISSILE DEFENSE AGENCY

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/AS 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
	ANPLY	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/PI
MDA/CTS, or

Missile Defense Agency/_____
ATTN: FOB2/ANNEX
7100 Defense Pentagon
Washington, DC 20301-7100

DTIC

Defense Technical Information Center
ATTN: DTIC-O
8725 John J. Kingman Road, Suite 0944
Fort Belvoir, VA 22060-6218

MDA BIRC

BMD Information Resource Center
ATTN: FOB2/ANNEX
7100 Defense Pentagon
Washington, DC 20301-7100

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>							Form Approved OMB No. 0704-0188		
<small>Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for the Contract/PR No. listed in Block E.</small>									
A. CONTRACT LINE ITEM NO. 0007, 0107, 0207, 0307			B. EXHIBIT A		C. CATEGORY TDP _____ TM _____ OTHER <u>X</u>				
D. SYSTEM/ITEM EVM, Program and Investment Analysis				E. CONTRACT/PR. NO. HQ0006-04-F-0019		F. CONTRACTOR DECISIVE ANALYTICS Corporation			
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Funds & Labor Hour Expenditure Report					3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-81537, Mar. 1997			5. CONTRACT REFERENCE SOO Paragraph 4.1			6. REQUIRING OFFICE MDA/PI			
7. DD 250 REQ LT LT	9. DIST STATEMENT REQUIRED REQUIRED	10. FREQUENCY MTHLY		12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION			
8. APP CODE N/A	N/A	11. AS OF DATE 0		13. DATE OF SUBSEQUENT SUBMISSION 20 DARP		a. ADDRESSEE		b. COPIES	
16. REMARKS Block 12: The first submission is due twenty calendar days after the first full month after contract initiation to include reporting period from the date of contract initiation. Block 14: Distribution to MDA/CT and MDA/PI shall be via electronic means as directed by the PCO. FLHERs will be prepared and submitted electronically using the Combined Acquisition Reporting and Analysis Tool (CARAT). To establish a Contractor account in CARAT, contact 703-882-6433 or 703-882-6561.						MDA/CT	Draft	Reg	Final
						MDA/PI	0	1	
						15. TOTAL			
G. PREPARED BY David A. Heller, MDA/PI			H. DATE		I. APPROVED BY		J. DATE		

Exhibit A
HQ0006-04-F-0019

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188			
<small>Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for the Contract/PR No. listed in Block E.</small>									
A. CONTRACT LINE ITEM NO. 0007, 0107, 0207, 0307			B. EXHIBIT A		C. CATEGORY TDP ___ TM ___ OTHER <u>X</u>				
D. SYSTEM/ITEM EVM, Program and Investment Analysis			E. CONTRACT/PR. NO HQ0006-04-F-0019		F. CONTRACTOR DECISIVE ANALYTICS Corporation				
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM Technical Report				3. SUBTITLE Technical Status Report				
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80508/T, Jan. 1988			5. CONTRACT REFERENCE SOO Paragraph 4.2			6. REQUIRING OFFICE MDA/PI			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY See Block 16		12. DATE OF FIRST SUBMISSION N/A		14. DISTRIBUTION			
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION See Block 16		a. ADDRESSEE		Draft	Final	
<p>16. REMARKS</p> <p>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.</p> <p>Blocks 10 and 13: Submission frequencies and dates will be dictated by the tasks.</p> <p>Blocks 14 and 15: A delivery shall be by electronic media unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/PI word processing, spreadsheet, and database applications.</p>						MDA/PI			
						MDA/CT		1	LT
						15. TOTAL			
G. PREPARED BY David A. Heller, MDA/PI			H. DATE		I. APPROVED BY		J. DATE		

Exhibit A
HQ0006-04-F-0019

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188				
<small>Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for the Contract/PR No. listed in Block E.</small>										
A. CONTRACT LINE ITEM NO. 0007, 0107, 0207, 0307		B. EXHIBIT A		C. CATEGORY TDP _____ TM _____ OTHER <u>X</u>						
D. SYSTEM/ITEM EVM, Program and Investment Analysis			E. CONTRACT/PR. NO. HQ0006-04-F-0019		F. CONTRACTOR DECISIVE ANALYTICS Corporation					
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Status Report				3. SUBTITLE Monthly Status Reports					
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80368/T, Jun. 1987			5. CONTRACT REFERENCE SOO Paragraph 4.3			6. REQUIRING OFFICE MDA/PI				
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED C	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION See Block 16			14. DISTRIBUTION b. COPIES				
8. APP CODE N/A		11. AS OF DATE 0	13. DATE OF SUBSEQUENT SUBMISSION 20 DARP							
<p>16. REMARKS</p> <p>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. The deliverable shall include one paragraph or one set of bulletized text noting schedule and technical status for each of the tasks agreed to between the contractor and Government COR.</p> <p>Block 12: The first submission is due twenty calendar days after the first full month after contract initiation to include reporting period from the date of contract initiation.</p> <p>Block 14: Delivery shall be by electronic media unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/PI word processing, spreadsheet, and database applications.</p>						a. ADDRESSEE		Final		
						MDA/PI		Draft	Reg	Repro
						MDA/CT			1	
						15. TOTAL				
G. PREPARED BY David A. Heller, MDA/PI			H. DATE		I. APPROVED BY		J. DATE			

STATEMENT OF OBJECTIVES MDA PROGRAM INTEGRATION DEPUTATE

April 28, 2004

1.0 PURPOSE

The contracted advisory and assistance services provided under this contract are to augment selected functional staff elements of the Missile Defense Agency (MDA) Program Integration Deputate (PI). The contractor is required to supply technical and administrative staff to perform tasks within the broad framework of this Statement Of Objectives (SOO) while working in close coordination and cooperation with the Government MDA staff and other support contractors. During the performance of these advisory and assistance services, it is essential that the contractor's staff be managed, directed and supervised by their senior or designated technical staff member while effectively integrating their work product and activities into the MDA workforce.

2.0 RELEVANT DOCUMENTS

DoD Regulation 7000.14R Defense Financial Management Regulation

3.0 TECHNICAL REQUIREMENTS

3.1 Decision Analysis. RESERVED

3.2 Earned Value Management. The contractor shall provide Earned Value Management (EVM) support services to the MDA, to include the MDA Program Integration Deputate at MDA National Capital Region sites and Ballistic Missile Defense System Executing Agents in the Huntsville, AL area.

3.2.1 The contractor shall support the EVM Program, develop, support and evaluate EVM related contract requirements, analyze and report on cost/schedule deviations to program baselines, and assist in program status reviews. The contractor shall support the assembly, integration and analysis of EV data, to include integration with the Ballistic Missile Defense System (BMDS) program technical requirements, schedules and budgets.

3.2.2 The Contractor shall support and attend contract program reviews, contract baseline reviews, meetings, briefings, seminars, and conferences. The contractor shall investigate, define, modify, review, and evaluate BMDS documentation; and prepare briefings, papers, recommendations, meeting agendas/minutes, etc. The contractor shall support the BMDSU and provide EVM training to MDA members. Support planning, training, and team members for Integrated Baseline Reviews and baseline maintenance reviews.

3.2.3 The contractor shall perform cost/schedule evaluations on individual projects utilizing LAN and/or web-based analytical data base tools and EVM software, with monthly EVM products focused on BMDS Element and Component contract-level assessments relative to the performance measurement baseline. The EVM analysis process shall include the ability to develop and defend independent estimates at complete. Support MDA EVM external interfaces (Office of the Secretary of Defense, Office of Management and Budget, Defense Contract Management Agency, industry, and others).

3.2.4 Develop and implement practices for applying Earned Value Management principles for conducting integrated assessments at the BMD Program level. Leverage linkages among functional program assessments (budget, schedule, technical) to support integrated assessment.

3.2.5 The contractor shall provide a single designated point of contact within the contractor's staff who shall be responsible for seamless integration of the contracted EVM support task activities with other MDA PI activities and provide appropriate management supervision, training and technical guidance to the contracted staff sufficient to assure efficient and effective operations. This designated individual shall be the MDA

SOO for MDA PI Deputate - April 28, 2004

Attachment 1
HQ0006-04-Q-0010

PI primary interface with the Government functional manager for technical direction and all matters relating to work loading, tasking and other aspects of day-to-day operations not specifically the responsibility of the Contracting Officer or COR.

3.3 Program Analysis

3.3.1 The contractor shall identify/integrate program requirements with technical and budget information; evaluate current baseline; develop alternatives based on cost and/or schedule constraints; and recommend project priorities.

3.3.2 The contractor shall assist in the development and maintenance of program and system-level analyses. Task includes review of program performance and execution status to develop assessments at the program and system level.

3.3.3 The contractor shall assist in the development and maintenance of MDA policy and program planning. Task includes review of DoD policies for applicability and consideration in MDA planning.

3.3.4 The contractor shall support strategic and program planning initiatives. Tasks include development of the Strategic Intent and formulation of the Director's Program Guidance for the construction off BMDS Program Objectives Memorandum, Budget Estimate Submission and revisions for input to Congressional Budget deliberations.

3.3.5 The contractor shall assist the MDA PI in the periodic program reviews and decision meetings and Acquisition Reporting documentation such as Acquisition Program Baselines, Selected Acquisition Reports, and Defense Acquisition Executive Summary. Tasks include the review, integration, analysis, and comment/coordination and data base management activities.

3.3.6 The contractor shall support development and review of the Integrated Master Plan/Integrated Master Schedule and update the MDA schedules.

4.0 Deliverables Analysis

4.1 Funds and Labor Hour Expenditure Report

4.2 Technical Status Report

4.3 Monthly Status Report

4.4 Quarterly Review Report

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

GOVERNMENT FURNISHED INFORMATION

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

GOVERNMENT FURNISHED EQUIPMENT

1. Number of On Site Work Stations (including Computers): TBD (all On-Site workstations will be provided by the Government.)
2. GFE:

OTHER DIRECT COSTS

NTE: \$300,000 under CLIN 0006 and respective CLINs for each option year

1. Non-Local Travel
Anticipated Destination Anticipated Frequency

2. Other Costs: as authorized by the COR

OCI ANALYSIS/DISCLOSURE FORM

<i>1. Contract Number</i>	<i>2. Program Title</i>	
HQ0006-04-_____	Earned Value Management, Program and Investment Analysis	
<i>3. Contractor Name and Address</i>		<i>4. Telephone Number and POC</i>
<i>5. Type of work to be performed under this solicitation:</i>		
(a) Providing Systems Engineering and Technical Direction () (b) Preparing Specifications or Work Statements () (c) Providing Technical Evaluation or Advisory & Assistance Services (x)		
<i>Other MDA or BMD-related work requiring analysis and determination:</i>	<i>6. Contract Number and Program Title</i>	
<i>7. Brief Summary/Description of work performed under Block 6 action:</i>		
<i>8. Relationship between requirements of Block 1 action and work performed under Block 6 action (If None, State Why):</i>		
<i>9. Offeror/Contractor OCI Evaluation and Assessment (If either answer is yes, attach a copy of the SOW and complete Block 10):</i>		
(a) Does Actual OCI exist? () Yes () No (b) Does Potential OCI exist? () Yes () No		
<i>10. Summary of actual/potential OCI, including actions planned to avoid, neutralize, or mitigate conflict or potential conflict:</i>		
<i>11. Typed Name of Responsible Official</i>	<i>12. Signature</i>	<i>13. Date</i>
<i>14. Typed Name of Contracting Officer</i>	<i>15. Approval Signature</i>	<i>16. Date</i>

INSTRUCTIONS FOR COMPLETING OCI ANALYSIS/DISCLOSURE FORM

Blocks 3 and 4: Self-explanatory.

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

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

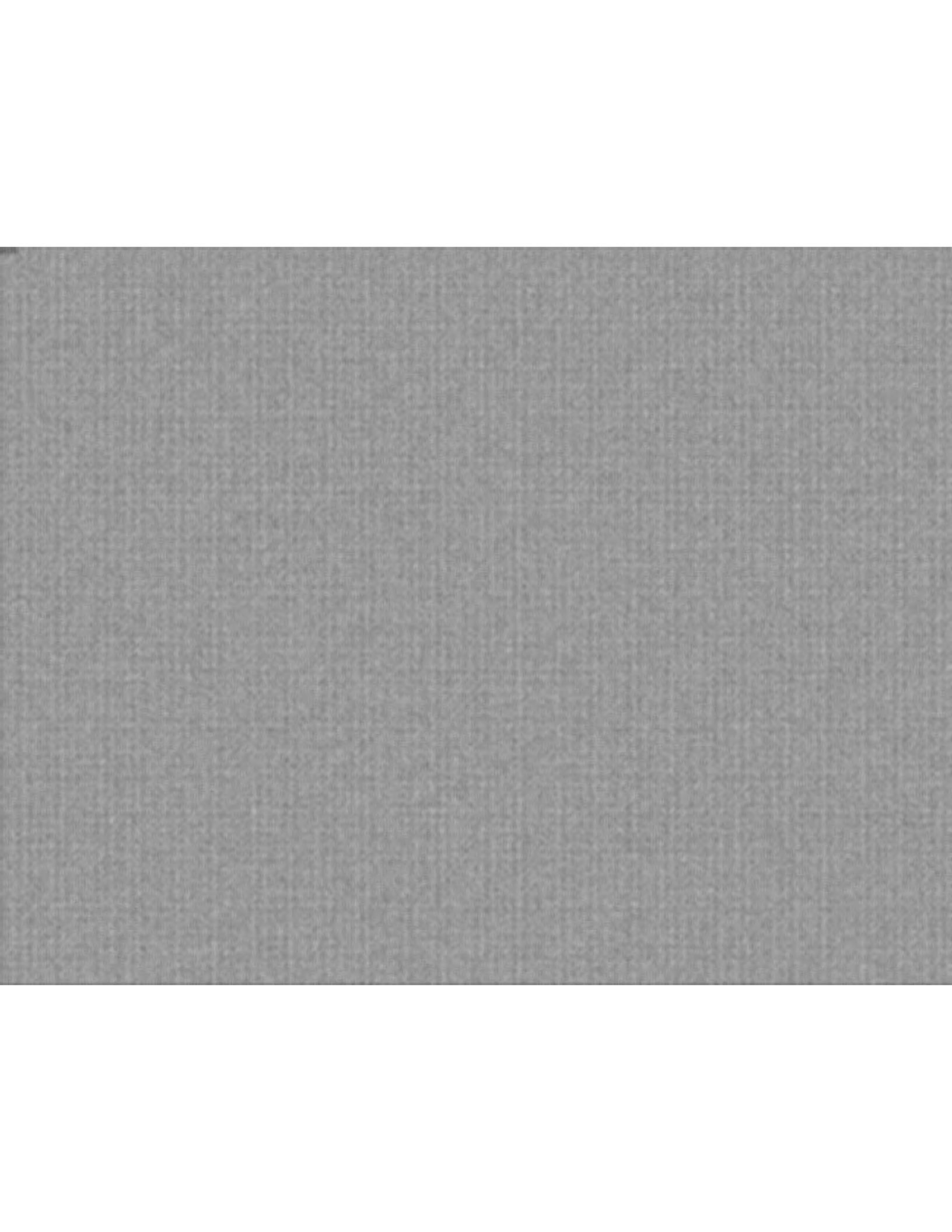
Block 7: Provide a brief, but specific, narrative summary of the SOW and work performed on the contract or subcontract listed in Block 6, including the period of performance and the value.

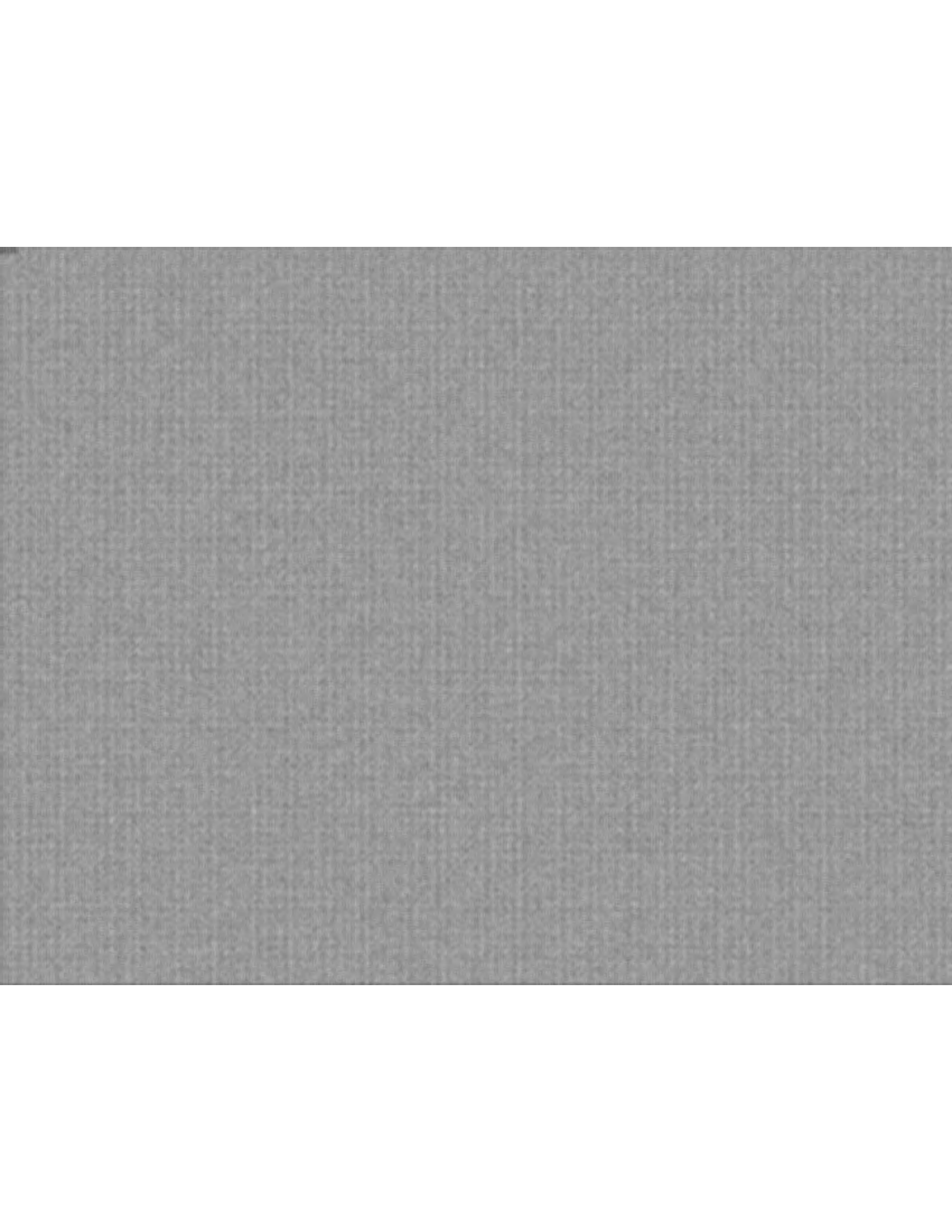
Block 8: Provide a brief, but specific, narrative summary of ANY relationship between the work to be performed under the action listed in Block 1 and the previous work performed under the action listed in Block 6. Please be as specific as possible by citing the specific RFP/SOW paragraph where possible.

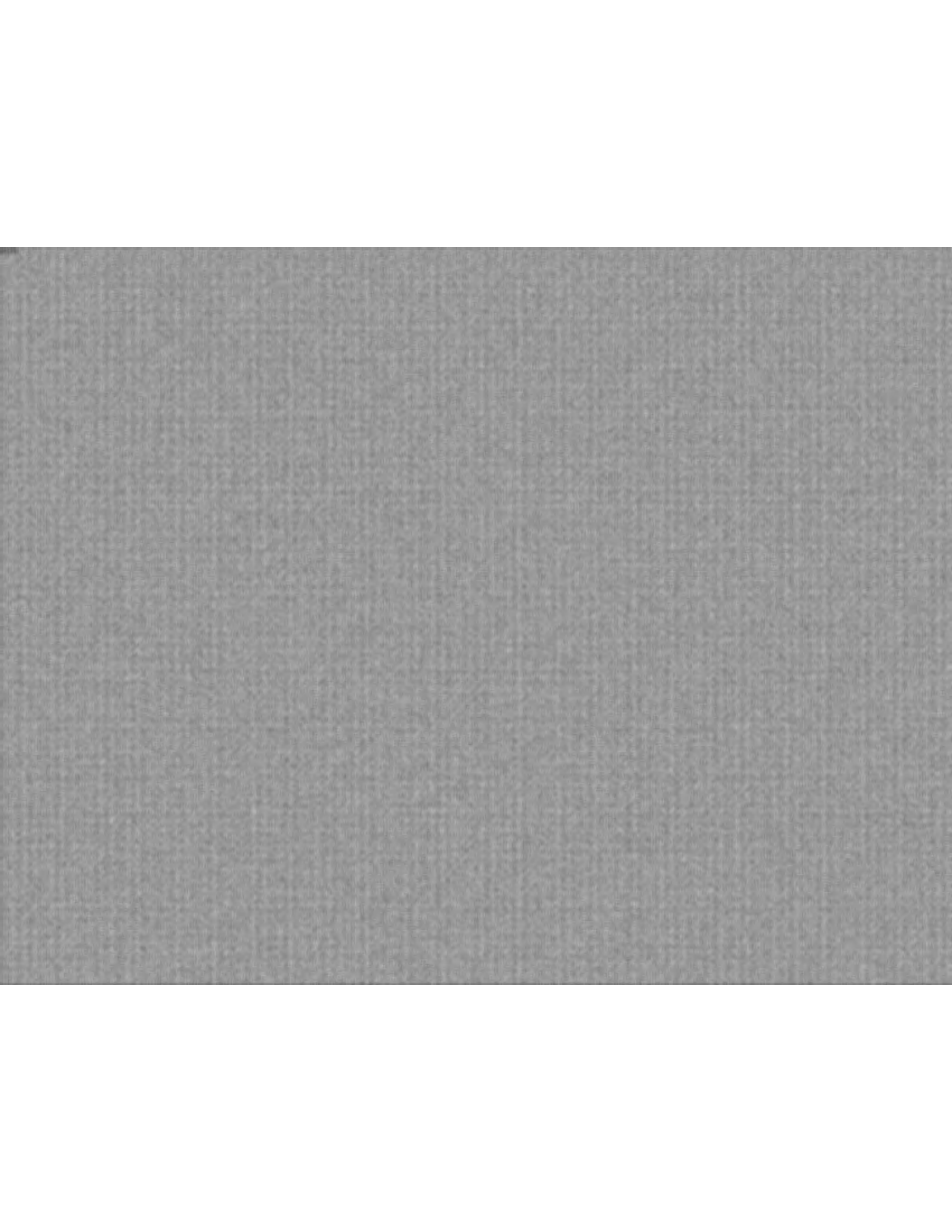
Block 9: Place an "X" in the appropriate () for your responses.

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

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







AWARD TERM PLAN

1.0 INTRODUCTION

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

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

2.0 GENERAL

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

3.0 PURPOSE

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

4.0 OBJECTIVES

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

5.0 PERFORMANCE AWARD TERM REVIEW TEAM

5.1 Organization

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

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

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

ensure a fair and accurate assessment of the contractor's performance for the period being evaluated. The Team Chairman may also use non-voting advisors as necessary.

5.2 Duties of the Team

The duties of the Team are as follows:

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

5.2.2 Evaluate contractor performance for each performance evaluation period.

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

5.3 Responsibilities

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

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

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

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

6.0 PERFORMANCE EVALUATION AND FACTORS

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

6.1 Evaluation Factors and Scoring

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

RESPONSIVENESS

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

COMPLIANCE WITH MILESTONES/DELIVERABLES

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

CONTRACT MANAGEMENT, REPORTING, AND SUPERVISION OF RESOURCES

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

Personnel are competent and training is provided to upgrade or improve skills. Reports are of high quality and completeness. Efficient recruitment and personnel management. Supervision ensures quality performance, teamwork, and work efficiency.

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

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

Unsatisfactory: Does not meet contract requirements.

QUALITY

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

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

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

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

Unsatisfactory: Does not meet contract requirements.

COMMITMENT TO SMALL BUSINESS/DISADVANTAGED BUSINESS PROGRAMS

Outstanding: Exceeded all proposed and planned commitments.

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

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

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

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

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

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

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

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

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

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

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

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

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

Unsatisfactory: Does not meet contract requirements.

6.2 Scoring for Award Term Eligibility

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

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

6.3 Performance Evaluation Periods

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

7.0 PROCEDURES

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

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

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

Step 3. No later than 10 calendar days after the Award Term Approving Official receives the Team's recommendations, the Award Term Approving Official shall make a determination of the contractor's evaluation rating for the period. A brief summary narrative report highlighting contractor strengths and weaknesses shall be prepared. The announcement of Award Term Approving Official's decision will be made no later than 90 days after the end of each period being evaluated as indicated in Step 4.

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

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

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

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

RESPONSIVENESS

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- 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.
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- 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.
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- Excellent:** Deliverables, products, services and other performance output consistently exceed MDA needs or expectations. Quality exceeds an acceptable level to a significant degree, contractor is highly dependable, and work/products frequently exceed contract requirements or specifications. Contractor never delivers inaccurate or unsatisfactory goods or services. Highly professional products.
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COST MANAGEMENT (Labor Hour And Time And Material Orders/CLINs) AND LABOR HOUR EFFICIENCY

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

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

MDA-related PPBES data: Current or future Planning, Programming, Budgeting and Execution System (PPBES) data regarding any activity relating to the MDA Program or any of its projects regardless of the funding source or date of the document. **Planning data** defines the national military strategy; integrates the military forces necessary to accomplish 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 MDA Program or any of its related projects.

CERTIFICATION

The undersigned understands, acknowledges, and agrees:

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

* Contracts awarded or managed by MDA.

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

1. Individual Requiring Access to PPBES Data (Signature)	2. Date Signed
3. Individual Requiring Access - Name (Last, First, MI)	4. Employer Name
5. Prime Contractor Name	6. Prime Contract Number(s)
7. Contract Period of Performance - Dates (To - From)	8. Primary Task Order, if Applicable

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

AUTHORIZATION

10. COR/Government Employee Sponsor	11. Deputy for Program Integration, MDA	
a. Signature	a. PPBES Access <input type="checkbox"/> Approved <input type="checkbox"/> Denied	
b. Date Signed	b. Signature	c. Date Signed
c. Last Name	c. Last Name	

Non-government personnel may be given access to MDA-related PPBES 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 MDA-related PPBES data and the individual has received approval from the MDA.*

PLANNING

- Defense Planning Guidance

PROGRAMMING

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

BUDGETING

- Defense Program (*formerly FYDP*) documents for budget estimate submission
- Program and Budget Reviews
- President's Budget
- RDT&E (R-1), Procurement (P-1), and Construction (C-1) Program Annexes
- Program Budget Decisions (PBD)/Defense Management Review Decision
- Reports Generated by any of the automated systems from the Offices of the Undersecretary of Defense
- DD Form 1414 Base for Reprogramming
- DD Form 1416 Report of Programs
- Contract Award Reports
- Congressional Data Sheets
- Congressional Descriptive Summary

Source: DoD Directive 7045.14

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 30-Jun-2004	4. REQUISITION/PURCHASE REQ. NO. 42635	J	1 3
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECISIVE ANALYTICS CORPORATION KELLY MCCLELLAND 1235 JEFFERSON DAVIS HIGHWAY SUITE 400 ARLINGTON VA 22202				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-F-0019
				X	10B. DATED (SEE ITEM 13) 10-Jun-2004
CODE 06CT8		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to reduce CLIN 0005 and the respective CLINs for each option year by MYE. See summary of changes, pages 2 and 3.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) <i>Kelly McClelland, Manager, Business Operations</i>			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <i>Marc Lesser</i>		
15B. CONTRACTOR/OFFEROR <i>Kelly McClelland</i> (Signature of person authorized to sign)			15C. DATE SIGNED <i>7/14/04</i>		16B. UNITED STATES OF AMERICA BY <i>Marc Lesser</i> (Signature of Contracting Officer)
					16C. DATE SIGNED <i>7/26/04</i>

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET, SOLICITATION/CONTRACT FORM, Block 26, TOTAL AWARD AMOUNT, is hereby decreased by \$370,361.80 from \$6,277,291.00 (EST) to \$5,906,929.20 (EST).

SUPPLIES OR SERVICES AND PRICES

CLIN 0005

The CLIN extended description has changed from: "Services in support of MDA/PI EVM Huntsville in accordance with the SOO (Para 3.2) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8)."

To: "Services in support of MDA/PI EVM Huntsville in accordance with the SOO (Para 3.2) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8)."

The pricing detail quantity has decreased by (b)(4)

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

The total cost of this line item has decreased by (b)(4)

CLIN 0105

The CLIN extended description has changed from: "Services in support of MDA/PI EVM Huntsville in accordance with the SOO (Para 3.2) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8)."

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The pricing detail quantity has decreased by (b)(4)

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

The total cost of this line item has decreased by (b)(4)

CLIN 0205

The CLIN extended description has changed from: "Services in support of MDA/PI EVM Huntsville in accordance with the SOO (Para 3.2) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8)."

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The pricing detail quantity has decreased by (b)(4)

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

The total cost of this line item has decreased by (b)(4)

CLIN 0305

The CLIN extended description has changed **from**: "Services in support of MDA/PI EVM Huntsville in accordance with the SOO (Para 3.2) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8)."

To: "Services in support of MDA/PI EVM Huntsville in accordance with the SOO (Para 3.2) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8)."

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

The total cost of this line item has decreased by (b)(4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: **J** PAGE OF PAGES: **1** | **13**

2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 15-Sep-2004	4. REQUISITION/PURCHASE REQ. NO. 42835	5. PROJECT NO.(If applicable)
6. ISSUED BY CODE: HQ0006 MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100	7. ADMINISTERED BY (If other than item 6) CODE: See Item 6		

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECISIVE ANALYTICS CORPORATION KELLY MCCLELLAND 1235 SOUTH CLARK STREET SUITE 400 ARLINGTON VA 22202	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-F-0019
	X 10B. DATED (SEE ITEM 13) 10-Jun-2004

CODE **06CT8** FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer is extended. is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
Mutual Agreement of the Parties

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 The purpose of this modification is to increase the LOE to provide support to IS, incorporate a new LQR for the IS support, incorporate a revised DD 254, revise the Contractor's address and remittance information and provide incremental funding in the amount of \$65,000.00. See page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Kelley McClelland, Manager, Business Operations		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marc Lesser Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>[Signature]</i>	15C. DATE SIGNED 10/14/04	16B. UNITED STATES OF AMERICA BY <i>[Signature]</i>	16C. DATE SIGNED 10/15/04

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$30,000.00 from \$5,906,929.20 (EST) to \$5,936,929.20 (EST).

The contractor organization has changed

From: DECISIVE ANALYTICS CORPORATION
KELLY MCCLELLAND
1235 JEFFERSON DAVIS HIGHWAY
SUITE 400
ARLINGTON VA 22202

To: DECISIVE ANALYTICS CORPORATION
KELLY MCCLELLAND
1235 SOUTH CLARK STREET
SUITE 400
ARLINGTON VA 22202

SUPPLIES OR SERVICES AND PRICES

CLIN 0007

The CLIN extended description has changed **from** "Provide data and reports for CLINs 0001, 0002, 0003, 0004 and 0005 in accordance with the CDRL, DD Form 1423-1. NOT SEPARATELY PRICED (NSP)"

to "Provide data and reports for CLINs 0001, 0002, 0003, 0004, 0005, 0008, and 0009 in accordance with the CDRL, DD Form 1423-1. NOT SEPARATELY PRICED (NSP)."

CLIN 0107

The CLIN extended description has changed **from** "Provide data and reports for CLINs 0101, 0102, 0103, 0104 and 0105 in accordance with the CDRL, DD Form 1423-1. NSP"

to "Provide data and reports for CLINs 0101, 0102, 0103, 0104, 0105, 0108, and 0109 in accordance with the CDRL, DD Form 1423-1. NSP."

CLIN 0008 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	T&M Services in Support of MDA T&M Services in support of MDA in accordance with the applicable SOW to provide services on an as-required basis in accordance with the applicable Staffing Plan and Management Plan.				
TOT ESTIMATED PRICE					\$0.00
CEILING PRICE					
Funded Amount					\$0.00

FOB: Destination

SUBCLIN 0008AA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AA	Services in Support of MDA/SI T&M Services in support of MDA/SI in accordance with the SOW (Attachment 1B) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 9.5 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8).	(b)(4)			
TOT ESTIMATED PRICE					(b)(4)
CEILING PRICE					
ACRN AB Funded Amount					\$21,644.42

FOB: Destination

CLIN 0009 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Other Direct Costs (ODC) COST ODCs to support CLIN 0008.				
				ESTIMATED COST	\$0.00
	Funded Amount				\$0.00

FOB: Destination

SUBCLIN 0009AA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AA	Other Direct Costs (ODCs) COST ODCs to support MDA/SI in accordance with the SOW (Attachment 1B).		Lot		
				ESTIMATED COST	\$8,355.58 (EST.)
	ACRN AB Funded Amount				\$8,355.58

FOB: Destination

CLIN 0108 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0108 OPTION	T&M Services in Support of MDA T&M Services in support of MDA in accordance with the applicable SOW to provide services on an as-required basis in accordance with the applicable Staffing Plan and Management Plan.		Hours		
TOT ESTIMATED PRICE					\$0.00 NTE
CEILING PRICE					
Funded Amount					\$0.00

FOB: Destination

SUBCLIN 0108AA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0108AA OPTION	Services in Support of MDA/SI T&M Services in support of MDA/SI in accordance with the SOW (Attachment 1B) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8).	(b)(4)			
TOT ESTIMATED PRICE					(b)(4)
CEILING PRICE					
Funded Amount					\$0.00

FOB: Destination

CLIN 0109 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0109 OPTION	Other Direct Costs (ODC) COST ODCs to support CLIN 0108.				
				ESTIMATED COST	\$0.00
	Funded Amount				\$0.00

FOB: Destination

SUBCLIN 0109AA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0109AA OPTION	Other Direct Costs (ODCs) COST ODCs to support MDA/SI in accordance with the SOW (Attachment 1B).		Lot		
				ESTIMATED COST	\$8,674.50 (EST.)
	Funded Amount				\$0.00

FOB: Destination

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$65,000.00 from \$2,040,081.07 to \$2,105,081.07.

CLIN 0006:

AA: 9740400.2520 40603890C 2523 012123 BMDO0145562835 was increased by \$35,000.00 from \$48,081.07 to \$83,081.07

SUBCLIN 0008AA:

Funding on SUBCLIN 0008AA is initiated as follows:

ACRN: AB

Acctng Data: 9740400.2520 60901598C 2523 012123 BMDO0146674824

Increase: \$21,644.42

Total: \$21,644.42

SUBCLIN 0009AA:

Funding on SUBCLIN 0009AA is initiated as follows:

ACRN: AB

Acctng Data: 9740400.2520 60901598C 2523 012123 BMDO0146674824

Increase: \$8,355.58

Total: \$8,355.58

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to CLINs 0008 and 0009:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-SEP-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLINs 0008AA and 0009AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-SEP-2004 TO 30-JUN-2005	N/A	MISSILE DEFENSE AGENCY (MDA) STEVEN C. WINKIE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703)697-8852 FOB: Destination	HQ0006

The following Delivery Schedule item has been added to CLINs 0108 and 0109:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2005 TO 30-JUN-2006	N/A	MISSILE DEFENSE AGENCY (MDA) STEVEN C. WINKIE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703)697-8852 FOB: Destination	HQ0006

The following Delivery Schedule item has been added to SUBCLINs 0108AA and 0109AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2005 TO 30-JUN-2006	N/A	MISSILE DEFENSE AGENCY (MDA) STEVEN C. WINKIE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703)697-8852 FOB: Destination	HQ0006

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLINs 0008, 0009, 0108, and 0109:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLINs 0008AA, 0009AA, 0108AA, and 0109AA:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

TABLE OF CONTENTS

The Table of Contents has changed from:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Missile Defense Agency/Deputy for Program Integration, Contract Data Requirements List, Exhibit A	6	23-APR-2004
Attachment 1	Statement of Objectives (SOO)	3	28-APR-2004
Attachment 2	GFI-GFE	1	23-APR-2004
Attachment 3	OCI Analysis Disclosure Form	2	19-FEB-2004
Attachment 4	DD254 Contract Security Classification Specification	9	21-APR-2004
Attachment 5a	Labor Quals CLIN 0001	2	17-MAY-2004
Attachment 5b	Labor Quals CLIN 0002	1	17-MAY-2004
Attachment 5c	Labor Quals CLIN 0005	1	17-MAY-2004
Attachment 6	Award Term Plan	8	23-FEB-2004
Attachment 7	PPBES Non-Disclosure Agreement	2	01-NOV-2003
Attachment 8	Management Plan	3	17-MAY-2004

NOTE: Attachment 5 and Attachment 8 will only be provided to those individuals with a proper need to know. Please contact MDA/CTS if copies of these attachments are desired.

to:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Missile Defense Agency/Deputy for Program Integration, Contract Data Requirements List, Exhibit A	6	23-APR-2004
Attachment 1	Statement of Objectives (SOO)	3	28-APR-2004
Attachment 1B	Statement of Work (SOW)	3	03-SEP-2004
Attachment 2	GFI-GFE	1	23-APR-2004
Attachment 3	OCI Analysis Disclosure Form	2	19-FEB-2004
Attachment 4	DD254 Contract Security Classification Specification	9	29-SEP-2004
Attachment 5a	Labor Quals CLIN 0001	2	17-MAY-2004
Attachment 5b	Labor Quals CLIN 0002	1	17-MAY-2004
Attachment 5c	Labor Quals CLIN 0005	1	17-MAY-2004
Attachment 5d	Labor Quals CLIN 0008	1	08-OCT-2004
Attachment 6	Award Term Plan	8	23-FEB-2004
Attachment 7	PPBES Non-Disclosure Agreement	2	01-NOV-2003
Attachment 8	Management Plan	3	17-MAY-2004

NOTE: Attachment 5 and Attachment 8 will only be provided to those individuals with a proper need to know. Please contact MDA/CTS if copies of these attachments are desired.

The following full-text items have been modified:

BSSP BOILERPLATE

a. This is a Firm-Fixed Price order. The Firm-Fixed Price (FFP) CLINs are CLIN 0001, CLIN 0002, CLIN 0003, CLIN 0004, CLIN 0005, and CLIN 0008 (and respective CLINs for each option year). Note that CLIN 0004 and CLIN 0008 are Time & Material ordering CLINs. Other Direct Costs are addressed under CLIN 0006 and CLIN 0009 (and respective CLINs for each option year). Deliverables are addressed under CLIN 0007 (and respective CLINs for each option year).

b. The contractor agrees to provide a firm fixed price for CLIN 0001, CLIN 0002, CLIN 0003, CLIN 0005, and when an order is placed for CLIN 0004 and CLIN 0008 (and respective CLINs for each option year). The man-month price extended for the actual number of man-months provided covers all services that are part of the contractor's project plan and applicable staffing plan. The price includes all related project management, supervision, administrative support, and operating supplies whether performed on-site in MDA facilities or in contractor facilities. Travel and reimbursable items addressed in paragraph c. below will not be included in CLINs 0001, 0002, 0003, 0004 0005 and 0008 (and respective CLINs for each option year (see clause #13)). Stated prices for each of the last two option years may be adjusted subject to the terms of clause #13.

c. The parties mutually agree that Other Direct Costs (ODCs) under CLIN 0006 and CLIN 0009 (and respective CLINs for each option year) will be billed at cost plus G&A without fee and in accordance with the GSA Schedule. The ODC CLINs are intended to cover pre-approved contractor travel, atypical time-critical supply or reproduction needs, and leased facilities when authorized in advance by the Contracting Officer.

d. The parties mutually agree that the Contractor will provide substantially the staffing as provided in the Schedule of Supplies and Services on a daily basis during the operation of the work-site. Staffing shall be provided consistent with the staffing plan agreed to by the parties as specified in Attachment 5, 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. 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.

f. When an order is placed to a Team Lead with Team Members under the same order, the Government will list the dollar value of the order being performed by each respective Team Member. The Government will use the Team Member's Price Format, Attachment 5, to derive this information. Team Members will be accountable for GSA fee based on the dollar value apportioned to each member unless otherwise provided in the Teaming Agreement.

4. REMITTANCE ADDRESS

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

DECISIVE ANALYTICS Corporation
1235 South Clark Street, Suite 400
Arlington, VA 22202

(b)(4)

6. DFARS 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)
(Applicable to fixed price CLINs)

a. Contract line item(s) 0001 through 0003, 0005, and 0008 (and 0004 when applicable) (and respective CLINs for each option year) are incrementally funded. For these item(s), the sum of \$2,105,081.07 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 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 a 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 Convenience of the Government."

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

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

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

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

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

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

On execution of contract	\$ 1,992,000.00
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Incremental funding thereafter based on fiscal year availability of funds.

Contract Ceiling:	\$5,936,929.20
<u>Obligated Ceiling:</u>	<u>\$2,105,081.07</u>
Unobligated Ceiling:	\$3,831,848.13

(End of Summary of Changes)

STATEMENT OF OBJECTIVES MDA INTERNATIONAL SUPPORT DIRECTORATE

September 3, 2004

1. Objectives

The contractor will perform assigned tasks whose major purposes are to assist the MDA International Support Directorate (MDA-IS) in achieving the DOD's BMD cooperation objectives with Japan. The objectives that follow are consistent with the DOD objectives for international cooperative programs: (1) enhance BMDS interoperability with Japan that in turn leads to increased bilateral military effectiveness, (2) reduce BMDS acquisition cost by increased cost sharing or avoiding duplication of developmental efforts with Japan, (3) gain access to Japanese defense technology available, (4) strengthen the US-Japan mutual security treaty alliance and (5) promote the US-Japan defense industrial bases to enhance overall BMDS operations, logistics and supportability. In specific MDA terms, contractor will assist MDA-IS in supporting MDA's BMDS elements and functional offices in meeting their organizational objectives with Japan. Examples of MDA BMDS elements and functional offices that may become involved with Japan include National Team, Aegis BMD, Patriot PAC-3, THAAD, Forward Deployed Radar, C2BMC, KEI, ABL, SE&I, PI, T&E and the JNIC.

2. Tasks

A. General: The tasks listed below are compatible with the Program Analysis tasks listed in the Statement of Objectives to HQ 0006-04-F-0019 which delineates the support to be provided by the contractor to the MDA Program Integration Deputate

B. Specific Tasks: The tasks listed pertain to contractor support to the MDA International Support Directorate (MDA-IS) and are envisioned to include but not be limited to:

- (1) The contractor will assist in the evaluation of alternatives relating to current and future cooperative research and development missile defense programs with the Government of Japan. The contractor will assist MDA-IS, as required, in supporting each of the Ballistic Missile Defense System Elements and MDA functional offices that are or may become involved in cooperative BMD programs with the Japan Defense Agency.
- (2) The contractor will assist MDA-IS, as required, in the development, review and/or execution of MDA international cooperative program policy and program planning as relates to BMD cooperation between the DOD and the Japan Defense Agency.
- (3) The contractor shall support MDA-IS in strategic and program planning initiatives with the Japan Defense Agency. Specific tasks include, but are not limited to, assisting in development and execution of a Roadmap for US-Japan BMD

Cooperation, the Joint Analysis Working Study and related future studies and analyses with Japan, and review and revision of MDA policy and program documents as relates to international cooperation with Japan.

- (4) The contractor shall assist, as required, the MDA-IS in preparing for periodic program reviews and senior level meetings with representatives of the Government of Japan (Japan Defense Agency, Ministry of Foreign Affairs, Diet Members). Examples of such reviews include, but are not limited to, the Bilateral Technical Experts Group and Bilateral Analysis Group (TEG/BA), Analysis Baseline Reviews (ABR), Joint Working Group (JWG) and Joint Steering Committee (JSC) meetings of the US-Japan Cooperative Research (JCR) Program, US-Japan Systems & Technology Forum, and DOD interagency coordination meetings on US-Japan missile defense cooperation. The contractor will keep MDA-IS informed of any organizational and key personnel changes within the Government of Japan that may impact ongoing and future US-Japan missile defense cooperation.
- (5) The contractor shall support MDA-IS by reviewing draft inputs to the MDA Integrated Master Plan/Integrated Master Schedule as relates to all cooperative BMD efforts with Japan. This will include updates to the MDA schedules of major future events that relate to US-Japan missile defense cooperation.
- (6) The contractor will closely monitor and keep the MDA-IS apprised of the dynamic political, economic and security trends in Japan that may impact future bilateral BMD systems and technology cooperation. Specific focus will be on the ongoing revision of Japan's National Defense Program Outline, the emerging new JDA Mid-Term Defense Program, the implications of the Government of Japan's recent Missile Defense deployment decision, such as revision of Japan's Arms Export Principles, and trends in modernizing Japan's acquisition and procurement practices, contracting systems, and joint service cooperation. These new developments coupled with the ongoing Defense Policy Review Initiative between the US and Japan may provide opportunities for new initiatives and activities related to BMD systems, as well as transformation of bilateral BMD technology cooperation.

3. Contractor Security Clearance. The contractor has a final TOP SECRET security clearance and will have its DSS certified security clearance forwarded to the appropriate MDA and other DOD security offices for performance of the tasks specified in this Statement of Work. While working on classified tasks, the contractor shall safeguard all classified materials in accordance with applicable U.S. Government, DoD, and industrial security regulations.

4. Period of Performance. The contractor will support the International Support Directorate, MDA for a period following the effective date of the award of this contract through 30 June 2005 with an option for a second year as determined by the Director, International Support Directorate and Director, Program Integration Deputate, MDA.

5. Deliverables.

A. Specific deliverables and dates of their delivery will be as directed by the Director, MDA-IS or the Regional Manager, Asia-Pacific, MDA-IS

B. Reports to be provided by the contractor include:

- Funds and Labor Hour Expenditure Report
- Technical Status Report
- Quarterly Status Report

CLIN 0008

CLIN 0008 - International Support

		2013A Requirements	
Job Category	with no positions		2013A
	2013A	2013B	

* KEY PERSONNEL - BUSINESS MGR

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	14
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 15-Oct-2004	4. REQUISITION/PURCHASE REQ. NO. 42835		5. PROJECT NO.(If applicable)		
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100	CODE HQ0006	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECISIVE ANALYTICS CORPORATION KELLY MCCLELLAND 1235 SOUTH CLARK STREET SUITE 400 ARLINGTON VA 22202				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-F-0019	
				X	10B. DATED (SEE ITEM 13) 01-Jul-2004	
CODE 06CT8	FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
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B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to increase the LOE to provide support to RM and JNIC/IO and provide incremental funding in the amount of \$4,441,800.16. See pages 2 through .						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARC LESSER / CONTRACTING OFFICER, CTS TEL: (703) 882-6428 EMAIL: marc.lesser@mda.osd.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <i>Marc Lesser</i> (Signature of Contracting Officer)		16C. DATE SIGNED 22-Nov-2004
(Signature of person authorized to sign)						

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$609,952.03 from \$5,936,929.20 (EST) to \$6,546,881.23 (EST).

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0008AA

The CLIN description has changed from Services in Support of MDA/SI to Services in Support of MDA/IS.

The CLIN extended description has changed from: "Services in support of MDA/SI in accordance with the SOW (Attachment 1B) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 9.5 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8)."

To: "Services in support of MDA/IS in accordance with the SOW (Attachment 1B) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 9.5 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8)."

SUBCLIN 0009AA

The CLIN extended description has changed from: "ODCs to support MDA/SI in accordance with the SOW (Attachment 1B)."

To: "ODCs to support MDA/IS in accordance with the SOW (Attachment 1B)."

SUBCLIN 0108AA

The CLIN description has changed from Services in Support of MDA/SI to Services in Support of MDA/IS.

The CLIN extended description has changed from: "Services in support of MDA/SI in accordance with the SOW (Attachment 1B) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8)."

To: "Services in support of MDA/IS in accordance with the SOW (Attachment 1B) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 9.5 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8)."

CLIN 0109

The cost constraint EST has been added.

The total cost of this line item has changed from \$0.00 to \$0.00 (EST).

SUBCLIN 0109AA

The CLIN extended description has changed from: "ODCs to support MDA/SI in accordance with the SOW (Attachment 1B)."

To: "ODCs to support MDA/IS in accordance with the SOW (Attachment 1B)."

SUBCLIN 0008AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AB	(b)(4)				
	Services in Support of MDA/RM T&M				
	Services in support of MDA/RM in accordance with the SOW (Attachment 1C) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 8.5 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8).				
				TOT ESTIMATED PRICE	(b)(4)
				CEILING PRICE	
	ACRN AD Funded Amount				\$299,784.51

FOB: Destination

SUBCLIN 0008AC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AC	(b)(4)				
	Services in Support of JNIC and MDA/IO T&M				
	Services in support of JNIC and MDA/IO in accordance with the SOW (Attachment 1D) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 8 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8).				
				TOT ESTIMATED PRICE	(b)(4)
				CEILING PRICE	
	ACRN AE Funded Amount				\$287,157.96

FOB: Destination

SUBCLIN 0009AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AB			Lot		
	Other Direct Costs (ODCs) COST				
	ODCs to support MDA/RM in accordance with the SOW (Attachment 1C).				
				ESTIMATED COST	\$176.80 (EST.)
	ACRN AD Funded Amount				\$176.80

FOB: Destination

SUBCLIN 0009AC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AC	Other Direct Costs (ODCs) COST ODCs to support JNIC and MDA/IO in accordance with the SOW (Attachment 1D).		Lot		
				ESTIMATED COST	\$22,832.76 (EST.)
	ACRN AE Funded Amount				\$22,832.76

FOB: Destination

SUBCLIN 0108AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0108AB	RESERVED T&M			\$0.00 (EST.)	\$ (EST.)
				TOT ESTIMATED PRICE CEILING PRICE	
	Funded Amount				\$0.00

FOB: Destination

SUBCLIN 0108AC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0108AC OPTION	Services in Support of JNIC and MDA/IO T&M Services in support of JNIC and MDA/IO in accordance with the SOW (Attachment 1D) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8).	(b)(4)			
				TOT ESTIMATED PRICE CEILING PRICE	(b)(4)
	Funded Amount				\$0.00

FOB: Destination

SUBCLIN 0109AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0109AB	RESERVED COST				
				ESTIMATED COST	\$0.00
	Funded Amount				\$0.00

FOB: Destination

SUBCLIN 0109AC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0109AC OPTION	Other Direct Costs (ODCs) COST ODCs to support JNIC and MDA/IO in accordance with the SOW (Attachment 1D).		Lot		
				ESTIMATED COST	\$22,832.76 (EST.)
	Funded Amount				\$0.00

FOB: Destination

CLIN 0208 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0208 OPTION	T&M Services in Support of MDA T&M Services in support of MDA in accordance with the applicable SOW to provide services on an as-required basis in accordance with the applicable Staffing Plan and Management Plan.				
				TOT ESTIMATED PRICE	\$0.00 NTE
				CEILING PRICE	
	Funded Amount				\$0.00

FOB: Destination

SUBCLIN 0208AA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0208AA OPTION	RESERVED T&M				
TOT ESTIMATED PRICE					\$0.00
CEILING PRICE					
Funded Amount					\$0.00

FOB: Destination

SUBCLIN 0208AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0208AB OPTION	RESERVED T&M				
TOT ESTIMATED PRICE					\$0.00
CEILING PRICE					
Funded Amount					\$0.00

FOB: Destination

SUBCLIN 0208AC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0208AC OPTION	Services in Support of JNIC and MDA/IO T&M	(b)(4)			
Services in support of JNIC and MDA/IO in accordance with the SOW (Attachment 1D) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8)					
TOT ESTIMATED PRICE					(b)(4)
CEILING PRICE					
Funded Amount					\$0.00

FOB: Destination

CLIN 0209 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0209 OPTION	Other Direct Costs (ODCs) COST ODCs to Support CLIN 0208				
				ESTIMATED COST	\$ (EST.)
	Funded Amount				\$0.00

FOB: Destination

SUBCLIN 0209AA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0209AA	RESERVED COST				
				ESTIMATED COST	\$0.00
	Funded Amount				\$0.00

FOB: Destination

SUBCLIN 0209AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0209AB	RESERVED COST				
				ESTIMATED COST	\$0.00
	Funded Amount				\$0.00

FOB: Destination

SUBCLIN 0209AC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0209AC OPTION	Other Direct Costs (ODCs) COST ODCs to support JNIC and MDA/IO in accordance with the SOW (Attachment 1D).		Lot		
				ESTIMATED COST	\$ (EST.)
	Funded Amount				\$0.00

FOB: Destination

CLIN 0308 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0308	T&M Services in Support of MDA				
OPTION	T&M				
	Services in support of MDA in accordance with the applicable SOW to provide services on an as-required basis in accordance with the applicable Staffing Plan and Management Plan.				
				TOT ESTIMATED PRICE	\$0.00 NTE
				CEILING PRICE	
	Funded Amount				\$0.00

FOB: Destination

SUBCLIN 0308AA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0308AA	RESERVED				
	T&M				
				TOT ESTIMATED PRICE	\$0.00
				CEILING PRICE	
	Funded Amount				\$0.00

FOB: Destination

SUBCLIN 0308AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0308AB	RESERVED				
	T&M				
				TOT ESTIMATED PRICE	\$0.00
				CEILING PRICE	
	Funded Amount				\$0.00

FOB: Destination

SUBCLIN 0308AC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0308AC		(b)(4)			
OPTION	Services in Support of JNIC and MDA/IO				

T&M

Services in support of JNIC and MDA/IO in accordance with the SOW (Attachment 1D) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8)

TOT ESTIMATED PRICE

(b)(4)

CEILING PRICE

Funded Amount

\$0.00

FOB: Destination

CLIN 0309 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0309					
OPTION	Other Direct Costs (ODCs)				

COST

ODCs to support CLIN 0308

ESTIMATED COST

\$(EST.)

Funded Amount

\$0.00

FOB: Destination

SUBCLIN 0309AA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0309AA					
	RESERVED				

COST

ESTIMATED COST

\$0.00

Funded Amount

\$0.00

FOB: Destination

SUBCLIN 0309AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0309AB					
	RESERVED				

COST

ESTIMATED COST

\$0.00

Funded Amount

\$0.00

FOB: Destination

SUBCLIN 0309AC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0309AC OPTION	Other Direct Costs (ODCs) COST ODCs to support JNIC and MDA/IO in accordance with the SOW (Attachment 1D).		Lot		
				ESTIMATED COST	\$22,832.76 (EST.)
	Funded Amount				\$0.00

FOB: Destination

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$4,441,800.16 from \$2,105,081.07 to \$6,546,881.23.

CLIN 0001:

AC: 9750400.2520 40603883C 2523 012123 BMDO0147005786 was increased by \$1,564,973.00 from \$0.00 to \$1,564,973.00
The contract ACRN AC has been added.

CLIN 0002:

AC: 9750400.2520 40603883C 2523 012123 BMDO0147005786 was increased by \$1,155,127.00 from \$0.00 to \$1,155,127.00
The contract ACRN AC has been added.

CLIN 0005:

AC: 9750400.2520 40603883C 2523 012123 BMDO0147005786 was increased by \$894,829.20 from \$0.00 to \$894,829.20
The contract ACRN AC has been added.

CLIN 0006:

AC: 9750400.2520 40603883C 2523 012123 BMDO0147005786 was increased by \$216,918.93 from \$0.00 to \$216,918.93
The contract ACRN AC has been added.

SUBCLIN 0008AB:

Funding on SUBCLIN 0008AB is initiated as follows:
ACRN: AD
Acctng Data: 9750400.2520 60901598C 2525 012123 BMDO0147086025

Increase: \$299,784.51

Total: \$299,784.51

SUBCLIN 0008AC:

Funding on SUBCLIN 0008AC is initiated as follows:

ACRN: AE

Acctng Data: 9750400 25FF YL5 474X 020401 JR1300 59200 63889C 503000 F03000

Increase: \$287,157.96

Total: \$287,157.96

SUBCLIN 0009AB:

Funding on SUBCLIN 0009AB is initiated as follows:

ACRN: AD

Acctng Data: 9750400.2520 60901598C 2525 012123 BMDO0147086025

Increase: \$176.80

Total: \$176.80

SUBCLIN 0009AC:

Funding on SUBCLIN 0009AC is initiated as follows:

ACRN: AE

Acctng Data: 9750400 25FF YL5 474X 020401 JR1300 59200 63889C 503000 F03000

Increase: \$22,832.76

Total: \$22,832.76

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to SUBCLIN 0008AB:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-OCT-2004 TO 30-JUN-2005	N/A	MISSILE DEFENSE AGENCY (MDA) DAVID HELLER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 693-3008 FOB: Destination	HQ0006

The following Delivery Schedule item has been added to SUBCLIN 0008AC:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-NOV-2004 TO 30-JUN-2005	N/A	MISSILE DEFENSE AGENCY (MDA) DAVID HELLER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 693-3008 FOB: Destination	HQ0006

The following Delivery Schedule item has been added to SUBCLIN 0108AC:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2005 TO 30-JUN-2006	N/A	MISSILE DEFENSE AGENCY (MDA) DAVID HELLER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 693-3008 FOB: Destination	HQ0006

The following Delivery Schedule item has been added to SUBCLIN 0109AC:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2005 TO 30-JUN-2006	N/A	MISSILE DEFENSE AGENCY (MDA) DAVID HELLER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 693-3008 FOB: Destination	HQ0006

The following Delivery Schedule item has been added to CLIN 0208:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2006 TO 30-JUN-2007	N/A	MISSILE DEFENSE AGENCY (MDA) DAVID HELLER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 693-3008 FOB: Destination	HQ0006

The following Delivery Schedule item has been added to SUBCLIN 0208AC:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2006 TO 30-JUN-2007	N/A	MISSILE DEFENSE AGENCY (MDA) DAVID HELLER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 693-3008 FOB: Destination	HQ0006

The following Delivery Schedule item has been added to CLIN 0209:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 01-JUL-2006 TO 30-JUN-2007	N/A	MISSILE DEFENSE AGENCY (MDA) DAVID HELLER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 693-3008 FOB: Destination	HQ0006
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The following Delivery Schedule item has been added to SUBCLIN 0209AC:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2006 TO 30-JUN-2007	N/A	MISSILE DEFENSE AGENCY (MDA) DAVID HELLER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 693-3008 FOB: Destination	HQ0006

The following Delivery Schedule item has been added to CLIN 0308:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2007 TO 30-JUN-2008	N/A	MISSILE DEFENSE AGENCY (MDA) DAVID HELLER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 693-3008 FOB: Destination	HQ0006

The following Delivery Schedule item has been added to SUBCLIN 0308AC:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2007 TO 30-JUN-2008	N/A	MISSILE DEFENSE AGENCY (MDA) DAVID HELLER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 693-3008 FOB: Destination	HQ0006

The following Delivery Schedule item has been added to CLIN 0309:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2007 TO 30-JUN-2008	N/A	MISSILE DEFENSE AGENCY (MDA) DAVID HELLER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 693-3008 FOB: Destination	HQ0006

The following Delivery Schedule item has been added to SUBCLIN 0309AC:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 09-JUL-2007 TO 30-JUN-2008	N/A	MISSILE DEFENSE AGENCY (MDA) DAVID HELLER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 693-3008 FOB: Destination	HQ0006

Contract Ceiling: \$6,546,881.23

Obligated Ceiling: \$6,546,881.23

Unobligated Ceiling: \$ 0.00 (Estimated funds exhaustion date: 30 June 2005)

(End of Summary of Changes)

**STATEMENT OF OBJECTIVES
MDA RESOURCE MANAGEMENT DEPUTATE
FACILITIES CAPITAL PLANNING TASK**

September 29, 2004

1.0 Tasks.

The Contractor shall develop a capital budgeting model to support the Missile Defense Agency (MDA) National Capital Region facility problem. This includes determination of data requirements, survey of available data, collection of data, analysis of data, determination of model requirements, and development of a model to determine the optimal allocation of resources to facilities for MDA. The model shall evaluate the impact of multiple locations for MDA expansion versus consolidation to one facility. The Consultant shall also participate in developing an assessment of the feasibility of developing a capital budgeting model that will incorporate MDA programmatic issues. This includes an evaluation of data being generated by the current cost analysis team and the determination of data requirements for each MDA program. Additionally, the Consultant will support status reporting and report development as required by MDA.

2.0 Period of Performance: 15 October 2004 – 14 October 2005

3.0 Location of Performance: Off-site.

3.0 Deliverables.

A. Specific deliverables and dates of their delivery will be as directed by the Director, MDA-IS or the Regional Manager, Asia-Pacific, MDA-IS

A preliminary schedule is as follows:

Monthly Progress Report	November 5, 2004
Bi-monthly Progress Briefing	November 20, 2004
Functional Prototype	November 30, 2004
Monthly Progress Report	December 5, 2004
Monthly Progress Report	January 5, 2005
Bi-monthly Progress Briefing	January 20, 2005
Monthly Progress Report	February 5, 2005
Monthly Progress Report	March 5, 2005
Bi-monthly Progress Briefing	March 31, 2005
Operational Model/Tool	March 31, 2005

B. Reports to be provided by the contractor include:

- Funds and Labor Hour Expenditure Report
- Technical Status Report
- Quarterly Status Report

STATEMENT OF OBJECTIVES
MDA JOINT NATIONAL INTEGRATION CENTER
MDA INFORMATION OFFICE DEPUTATE

October 28, 2004

1. Tasks

A. General: The tasks listed below are compatible with the Program Analysis tasks listed in the Statement of Objectives to HQ 0006-04-F-0019 which delineates the support to be provided by the contractor to the MDA Program Integration Deputate

B. Specific Tasks: The tasks listed pertain to contractor support to the MDA Joint National Integration Center (MDA/IC) and MDA Information Office Deputate (MDA/IO) and are envisioned to include but not be limited to:

- (1) The contractor shall assist both MDA/IC and MDA/IO in performing Sponsor/Customer-Focused Survey Analyses to measure the degree of sponsor/customer satisfaction with MDA/IC products and MDA/IO services. Tasks include supporting the government PCO in coordinating and conducting the sponsor/customer in-person interviews with selected MDA two-letters and three-letters; gathering, analyzing and summarizing their comments; and making recommendations as to how the MDA/IC products and MDA/IO services may be improved.
- (2) The contractor shall assist both MDA/IC and MDA/IO in analyzing and evaluating contract performance metrics for a variety of efforts.
- (3) The contractor may be required to assist MDA/IC and/or MDA/IO in supporting respective source selection activities after coordination and approval by MDA contracting and legal personnel.


2. Period of Performance. The contractor will support the Joint National Integration Center and Information Office Deputate, MDA for the period 1 November 2004 through 30 June 2005 with options for three additional years as determined by the Director, Joint National Integration Center, Director, Information Office Deputate and Director, Program Integration Deputate, MDA.

3. Deliverables.

A. Specific deliverables and dates of their delivery will be as directed by the Director, MDA/IC and the Director, MDA/IO.

B. Reports to be provided by the contractor include:

- Funds and Labor Hour Expenditure Report
- Technical Status Report
- Quarterly Status Report

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				J	1 16
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 15-Oct-2004	4. REQUISITION/PURCHASE REQ. NO. 42835	5. PROJECT NO.(If applicable)		
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100	CODE HQ0006	7. ADMINISTERED BY (If other than item 6) MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECISIVE ANALYTICS CORPORATION KELLY MCCLELLAND 1235 SOUTH CLARK STREET SUITE 400 ARLINGTON VA 22202				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-F-0019
				X	10B. DATED (SEE ITEM 13) 01-Jul-2004
CODE 06CT8	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to increase the support provide to MDA/IC and MDA/IO; add support for OSD-ATL; revise the staffing, Option Exercise and Key Staff clauses; add Payment Instructions for Multiple Accounting Classification Citations clause; add Small Business Participation Reporting Requirements clause; add FAR 52.243-1 - Changes - Fixed Price; add FAR 52.243-3 - Changes - Time-and-Materials or Labor-Hours; add Control of Access to MDA Spaces and Information Systems/Contractor Employee Outprocessing clause; add Price Savings Share Opportunity clause; and provide incremental funding in the amount of \$156,018.85. See pages 2 -16.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARC LESSER / CONTRACTING OFFICER, CTS TEL: 703-882-6428 EMAIL: marc.lesser@mda.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	
				16C. DATE SIGNED 18-Apr-2005	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$156,018.84 from \$6,546,881.23 (EST) to \$6,702,900.07 (EST).

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0008AA

The CLIN extended description has changed from: "Services in support of MDA/IS in accordance with the SOW (Attachment 1B) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 9.5 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8)."

To: "Services in support of MDA/IS in accordance with the SOW (Attachment 1B) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 9.5 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed."

SUBCLIN 0008AB

The CLIN extended description has changed from: "Services in support of MDA/RM in accordance with the SOW (Attachment 1C) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 8.5 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8)."

To: "Services in support of MDA/RM in accordance with the SOW (Attachment 1C) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 8.5 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed."



SUBCLIN 0008AC

The CLIN extended description has changed from: "Services in support of JNIC and MDA/IO in accordance with the SOW (Attachment 1D) to provide the equivalent of 1.58 MY of effort and services on

an as-required basis for a period of 8 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8).”

To: “Services in support of JNIC and MDA/IO in accordance with the SOW (Attachment 1D) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 8 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.”



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

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

The total cost of this line item has increased by (b)(4)

SUBCLIN 0009AC

The estimated/max cost has increased by \$53,901.24 from \$22,832.76 to \$76,734.00.

The total cost of this line item has increased by \$53,901.24 from \$22,832.76 (EST) to \$76,734.00 (EST).

SUBCLIN 0108AA

The CLIN extended description has changed from: “Services in support of MDA/IS in accordance with the SOW (Attachment 1B) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 9.5 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8).”

To: “Services in support of MDA/IS in accordance with the SOW (Attachment 1B) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 9.5 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.”

SUBCLIN 0108AC

The CLIN extended description has changed from: “Services in support of JNIC and MDA/IO in accordance with the SOW (Attachment 1D) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8).”

To: “Services in support of JNIC and MDA/IO in accordance with the SOW (Attachment 1D) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.”

(b)(4)

[REDACTED]

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

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

The total cost of this line item has increased by (b)(4)

SUBCLIN 0109AC

The estimated/max cost has increased by \$72,059.77 from \$22,832.76 to \$94,892.53.

The total cost of this line item has increased by \$72,059.77 from \$22,832.76 (EST) to \$94,892.53 (EST).

SUBCLIN 0208AC

The CLIN extended description has changed from: "Services in support of JNIC and MDA/IO in accordance with the SOW (Attachment 1D) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8)."

To: "Services in support of JNIC and MDA/IO in accordance with the SOW (Attachment 1D) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed."

[REDACTED]

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

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

The total cost of this line item has increased by (b)(4)

SUBCLIN 0209AC

The estimated/max cost \$94,643.84 has been added.

The total cost of this line item has increased by \$94,643.84 from UNDEFINED to \$94,643.84 (EST).

SUBCLIN 0308AC

The CLIN extended description has changed from: "Services in support of JNIC and MDA/IO in accordance with the SOW (Attachment 1D) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8)."

To: "Services in support of JNIC and MDA/IO in accordance with the SOW (Attachment 1D) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit

price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed."



The pricing detail quantity has increased by (b)(4)
The unit price amount has decreased by (b)(4)
The total cost of this line item has increased by (b)(4)

SUBCLIN 0309AC

The estimated/max cost has increased by \$71,875.74 from \$22,832.76 to \$94,708.50.

The total cost of this line item has increased by \$71,875.74 from \$22,832.76 (EST) to \$94,708.50 (EST).

SUBCLIN 0008AD is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AD		(b)(4)			

Services in Support of OSD-ATL

T&M

Services in support of OSD-ATL in accordance with the SOW (Attachment 1E) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 3 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.



TOT ESTIMATED PRICE



CEILING PRICE

ACRN AG Funded Amount

\$14,709.80

FOB: Destination

SUBCLIN 0009AD is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AD	Other Direct Costs (ODCs) COST ODCs to support OSD - ATL in accordance with the SOW (Attachment 1E).		Dollars, U.S.		
				ESTIMATED COST	\$0.00
	Funded Amount				\$0.00

FOB: Destination

SUBCLIN 0108AD is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0108AD OPTION	Services in Support of OSD-ATL T&M Services in support of OSD-ATL in accordance with the SOW (Attachment 1E) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.	(b)(4)			
				TOT ESTIMATED PRICE CEILING PRICE	(b)(4)
	Funded Amount				\$0.00

FOB: Destination

SUBCLIN 0109AD is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0109AD OPTION	Other Direct Costs (ODCs) COST ODCs to support OSD - ATL in accordance with the SOW (Attachment 1E).		Dollars, U.S.		
				ESTIMATED COST	\$3,807.00
	Funded Amount				\$0.00

FOB: Destination

SUBCLIN 0208AD is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0208AD		(b)(4)			
OPTION	Services in Support of OSD-ATL T&M				
	Services in support of OSD-ATL in accordance with the SOW (Attachment 1E) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.				
	(b)(4)				
				TOT ESTIMATED PRICE	(b)(4)
				CEILING PRICE	
	Funded Amount				\$0.00

FOB: Destination

SUBCLIN 0209AD is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0209AD			Dollars, U.S.		
OPTION	Other Direct Costs (ODCs) COST				
	ODCs to support OSD - ATL in accordance with the SOW (Attachment 1E).				
				ESTIMATED COST	\$7,766.00
	Funded Amount				\$0.00

FOB: Destination

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$156,018.85 from \$6,546,881.23 to \$6,702,900.08.

SUBCLIN 0008AC:

AF: 9750400.2520 40603890C 2525 012123 BMDO0147356594 was increased by \$87,407.81 from \$0.00 to \$87,407.81
The contract ACRN AF has been added.

SUBCLIN 0008AD:

Funding on SUBCLIN 0008AD is initiated as follows:

ACRN: AG

Acctng Data: 9750100.1120 00000 2506 2522 S49447 DSAM50217

Increase: \$14,709.80

Total: \$14,709.80

SUBCLIN 0009AC:

AF: 9750400.2520 40603890C 2525 012123 BMDO0147356594 was increased by \$53,901.24 from \$0.00 to \$53,901.24

The contract ACRN AF has been added.

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to SUBCLIN 0008AD:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-APR-2005 TO 30-JUN-2005	N/A	MISSILE DEFENSE AGENCY (MDA) DAVID HELLER CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 693-3008 FOB: Destination	HQ0006

The following Delivery Schedule item has been added to SUBCLIN 0009AD:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-APR-2005 TO 30-JUN-2005	N/A	MISSILE DEFENSE AGENCY (MDA) DAVID HELLER CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 693-3008 FOB: Destination	HQ0006

The following Delivery Schedule item has been added to SUBCLIN 0108AD:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2005 TO 30-JUN-2006	N/A	MISSILE DEFENSE AGENCY (MDA) DAVID HELLER CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 693-3008 FOB: Destination	HQ0006

The following Delivery Schedule item has been added to SUBCLIN 0109AD:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2005 TO 30-JUN-2006	N/A	MISSILE DEFENSE AGENCY (MDA) DAVID HELLER CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 693-3008 FOB: Destination	HQ0006

The following Delivery Schedule item has been added to SUBCLIN 0208AD:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2006 TO 30-JUN-2007	N/A	MISSILE DEFENSE AGENCY (MDA) DAVID HELLER CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 693-3008 FOB: Destination	HQ0006

The following Delivery Schedule item has been added to SUBCLIN 0209AD:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2006 TO 30-JUN-2007	N/A	MISSILE DEFENSE AGENCY (MDA) DAVID HELLER CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 693-3008 FOB: Destination	HQ0006

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 0008AD:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0009AD:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0108AD:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0109AD:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0208AD:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0209AD:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following have been added and/or modified:

BSSP BOILERPLATE

a. This is a Firm-Fixed Price order. The Firm-Fixed Price (FFP) CLINs are CLIN 0001, CLIN 0002, CLIN 0003, CLIN 0004, CLIN 0005 and CLIN 0008 (and respective CLINs for each option year). Note that CLIN 0004 and CLIN 0008 are Time & Material ordering CLINs. Other Direct Costs are addressed under CLIN 0006 and CLIN 0009 (and respective CLINs for each option year). Deliverables are addressed under CLIN 0007 (and respective CLINs for each option year).

b. The contractor agrees to provide a firm fixed price for CLIN 0001, CLIN 0002, CLIN 0003, CLIN 0005, and when an order is placed for CLIN 0004 and CLIN 0008 (and respective CLINs for each option year). The man-month price extended for the actual number of man-months provided covers all services that are part of the contractor's project plan and applicable staffing plan. The price includes all related project management, supervision, administrative support, and operating supplies whether performed on-site in MDA facilities or in contractor facilities. Travel and reimbursable items addressed in paragraph c. below will not be included in CLINs 0001, 0002, 0003, 0004 0005 and 0008 (and respective CLINs for each option year (see clause #13)). Stated prices for each of the last two option years may be adjusted subject to the terms of clause #13.

c. The parties mutually agree that Other Direct Costs (ODCs) under CLIN 0006 and CLIN 0009 (and respective CLINs for each option year) will be billed at cost plus G&A without fee and in accordance with the GSA Schedule. The ODC CLINs are intended to cover pre-approved contractor travel, atypical time-critical supply or reproduction needs, and leased facilities when authorized in advance by the Contracting Officer.

d. The parties mutually agree that the Contractor will provide substantially the staffing as provided in the Schedule of Supplies and Services on a daily basis during the operation of the work-site. Staffing shall be provided consistent with the staffing plan agreed to by the parties as specified in Attachment 5, Labor Mix, Qualifications and Rates Matrix submitted as part of the Offer. While the Government expects minor month-to-month fluctuations may occur in the actual staffing provided, the Contractor will provide the effort and services such as to maintain a steady level-of-effort performance throughout the entire 12-month performance period. Minor variations in staffing and skill mix are mutually understood as appropriate outcome of the work environment. There are ten (10) Government observed holidays.

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

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

contain an Award Term provision IAW Clauses #11 and #12. The total duration of the order may extend to 10 years.)

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

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

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

f. When an order is placed to a Team Lead with Team Members under the same order, the Government will list the dollar value of the order being performed by each respective Team Member. The Government will use the Team Member's Price Format, Attachment 5, to derive this information. Team Members will be accountable for GSA fee based on the dollar value apportioned to each member unless otherwise provided in the Teaming Agreement.

This order is subject to the terms and conditions of the GSA Federal Supply Schedule (GS-23F-0382K) 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 event of conflict, this SF 1449 shall govern.

6. KEY STAFF

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

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

7. DFARS 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993) (Applicable to fixed price CLINs)

a. Contract line item(s) 0001 through 0003, 0005 and 0008 (and 0004 when applicable) (and respective CLINs for each option year) are incrementally funded. For these item(s), the sum of \$6,317,633.70 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 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 a 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 Convenience of the Government."

d. When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by

the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

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

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

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

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

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

On execution of contract	\$ 1,992,000.00
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Incremental funding thereafter based on fiscal year availability of funds.

23. PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

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

24. SMALL BUSINESS PARTICIPATION REPORTING REQUIREMENT

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

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

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

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

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

(1) ___ Electronic format through the following website: www.mdasmallbusiness.com

(2) ___ Hardcopy mailed to:

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

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

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

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

a. To maintain the security of the MDA spaces and information systems, the Contractor shall notify the COR in writing whenever a prime or subcontractor employee included on the current Visit Authorization Request/Letter discontinues support to this order. This requirement shall apply to both Contractor and employee initiated termination of services and to temporary suspension of services longer than four weeks.

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

- (1) Remove the employee from the current Visit Authorization Request/Letter;
- (2) Cancel the MDA badge, keycard and Pentagon Pass issued pursuant to the Visit Authorization Request/Letter; and
- (3) Terminate the MDA LAN account/access privileges.

c. The contractor shall identify the reason for and date of termination or expected period of suspension and submit the notification to the COR within five (5) working days prior to service discontinuation. For unplanned termination or suspension of services exceeding four weeks, notification shall be made within one (1) working day after termination/suspension action.

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

28. **PRICE SAVINGS SHARE OPPORTUNITY**

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

the parties will share the savings on an 80/20 Government/Contractor share ratio (i.e. the CLIN price/unit price will be reduced by eighty (80%) percent, with the remaining twenty (20%) percent retained in the price/unit price as the Contractors savings share).

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

(End of Summary of Changes)

Statement Of Work
International Armaments Cooperation
February 2005

1. Background

As used in this Statement of Work, the term "international armaments cooperation" refers to the broad range of international cooperative activities conducted by DoD that is related to cooperation in research, development, test & evaluation, and acquisition of weapons systems. It will not cover joint and coalition military operations, which are under the purview of the Joint Chiefs of Staff and Combatant Commanders. Nor will it include specific actions related to DoD Security Assistance programs, which are under the purview of the Defense Security Cooperation Agency. As is widely recognized throughout the DoD and Services, international armaments cooperation is challenging, complex, complicated and constantly undergoing change.

2. Objectives

The contractor will perform assigned tasks whose major purposes are to assist the Office of the Director (International Cooperation), OUSD-AT&L, in achieving its core international armaments cooperation objectives. These objectives include: (1) enhanced system interoperability with our allies and coalition partners that in turn leads to increased military effectiveness, (2) reduction in weapons acquisition cost by increased cost sharing or avoiding duplication of developmental efforts with our allies and friends, (3) gaining access to the best defense technology available, (4) strengthening our political-military ties and alliances and (5) promotion of the domestic and international defense industrial bases to enhance overall defense logistics and supportability.

3. Requirements

A. Task 1: Analytical support to the US-Japan Systems and Technology Forum (S&TF). Annual meetings of the Executive and Working Level S&TF, as well as the many associated Working Groups, require extensive analysis, preparation, arrangements and coordination that often exceeds the resources available on the staff of the Office of the Director, Pacific Armaments Cooperation. The high visibility and senior executive level participation from both the US and Japan requires extremely thorough planning, analysis and coordination. The contractor will assist the Office of the Director, Pacific Armaments Cooperation by performing duties as assigned to support each S&TF-related meeting. These activities are envisioned to include but not be limited to:

- (1) Analysis of the major US-Japan systems and technology issues, as well as opportunities for new cooperative programs, such as in Missile Defense programs, and recommendations to the Director, Pacific Armaments Cooperation.
- (2) Preparation and coordination of issue-oriented position and background papers to enhance participants' knowledge of the agenda.

- (3) Coordination of agendas and presentations for both OSD and the Japan Defense Agency (JDA).to insure that each presenter understands the desired format, provides their presentations on time for review, uses standardized media for compatibility with audiovisual support, and provides presentations for consolidation into the minutes.
- (4) Preparation of "Trip Books" and "Read-Ahead" packages for senior US participants.
- (5) Preparation of the Proceedings of the US-Japan S&TF meetings.
- (6) Coordination of administrative and logistical support for the meetings and their associated activities.

B. Task 2: New Initiatives for US-Japan Systems & Technology Cooperation. The contractor will closely monitor the dynamic political, economic and security trends in Japan for potential new activities that may impact future bilateral systems and technology cooperation. Specific focus will be on the new Japan National Defense Program Guideline, the new JDA Mid-Term Defense Program for Japan Fiscal Years 2005-2009, the implications of the Government of Japan's recent Missile Defense deployment decision and trends in modernizing Japan's acquisition practices and contracting systems. The contractor will assist the Office of the Director, Pacific Armaments Cooperation by:

- (1) Identifying potential new initiatives for enhancing bilateral US-Japan defense systems and technology cooperation, in general, and supporting the introduction of applicable initiatives into the US-Japan S&TF, in particular.
- (2) Assistance in achieving acceptance and in the execution of agreed to new systems and technology initiatives by both governments.
- (3) Coordination with the Joint Staff, US Pacific Command and US Forces Japan, as required, to understand the operational requirements and user perspectives related to new initiatives related to systems and technology.
- (4) Special attention will be given to identifying new state-of-the-art defense and dual-use technologies evolving in Japan.
- (5) Assistance in the analysis of new roles and missions for both the US and Japan as relates to any impact on weapons systems interoperability and technology cooperation.

C. Task 3: Support to the Director, International Cooperation. The contractor will provide technical and analytical support on a myriad of broad international issues that cut across specific country or regional context. The contractor will draw from its broad network of Service and Joint Staff contacts, as well as knowledge of and experience with Service, Joint Staff and Combatant Command operations to respond to specific taskings and support on the international issues.

4. Contractor Security Clearance. The contractor may require access ^{(b)(4)} [REDACTED] materials and will have its DSS certified security clearances forwarded to the appropriate OSD security office for performance of the tasks specified in this Statement of Work. While working on classified tasks, the contractor shall safeguard all classified materials in accordance with applicable U.S. Government, DoD, and industrial security regulations.

5. Period of Performance. The contractor will support the Office of the Director, International Cooperation for a period of one year following the effective date of the award of this contract with an option for a second year as determined by the Director, International Cooperation.

6. Deliverables.

A. Task 1: As determined by the Japan Director, Office of Director for Pacific Armaments Cooperation and in accordance with the agreed dates for each S&TF meeting. General guidance for deliverables include the following:

- At least one week prior to each S&TF meeting:
 - o Issue oriented background and position papers
 - o Trip books and read-ahead material
- Not later than three (3) working days after each S&TF meeting:
 - o Draft minutes of each meeting
 - o Compilation of all presentations (hard and soft copies)

B. Task 2: New Initiatives for US-Japan Systems and Technology Cooperation in coordination with the Japan Director, Office of Director for Pacific Armaments Cooperation.

- As new opportunities arise.
- The goal for delivery of New Initiatives will be at least every six months after contract award.

C. Task 3: Support for the Director, International Cooperation.

- Specific deliverables and dates of their delivery will be as directed by the Office of the Director, International Cooperation

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: **J** PAGE OF PAGES: **1** / **22**

2. AMENDMENT/MODIFICATION NO.: **P00005** 3. EFFECTIVE DATE: **15-Jun-2005** 4. REQUISITION PURCHASE REQ. NO. / SEE SCHEDULE: 5. PROJECT NO (if applicable):

6. ISSUED BY: **MISSILE DEFENSE AGENCY (MDA)
CONTRACTS DIRECTORATE
7100 DEFENSE PENTAGON
WASHINGTON DC 20301-7100** CODE: **HQ0006** 7. ADMINISTERED BY (if other than item 6): **MISSILE DEFENSE AGENCY (MDA)
7100 DEFENSE PENTAGON
WASHINGTON DC 20301-7100** CODE: **HQ0006**

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **DECISIVE ANALYTICS CORPORATION
KELLY MCCLELLAND
1235 SOUTH CLARK STREET
SUITE 400
ARLINGTON VA 22202**

9A. AMENDMENT OF SOLICITATION NO.:
9B. DATED (SEE ITEM 11):
X 10A. MOD. OF CONTRACT/ORDER NO.: **HQ0006-04-F-0019**
10B. DATED (SEE ITEM 13):
X **10-Jun-2004**

CODE: **06CT8** FACILITY CODE:

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer is extended. 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 9 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required):
See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) **THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.**
B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D. OTHER (Specify type of modification and authority): **Exercise of Options Clause and Mutual Agreement of the Parties**

E. IMPORTANT: Contractor is not. is required to sign this document and return **1** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to increase the level of effort provided to MDA/IS during the base period of performance; revise the level and mix of effort provided to MDA/IC and MDA/IO; reduce the value of CLIN 0009AC and transfer funds to CLIN 0008AC; increase the contract value by exercising Option 1; revise the paying office DoDAAC in Block 18a of the SF 1449 from HQ0105 to HQ0347; combine the T&M CLINs and associated ODC CLINs into one T&M CLIN for options 1 through 3; update/add various BSSP clauses; incorporate Attachment 9 - Out-processing Checklist; and provide incremental funding in the amount of \$2,263,990.43.

See pages 2 - 22.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print): **Kelly McClelland, Director, Business Administration** 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): **Marc Lesser, Contracting Officer**
15B. CONTRACTOR/OFFEROR: **Decisive Analytics Corporation** 15C. DATE SIGNED: **7/5/05** 16B. UNITED STATES OF AMERICA: **Marc Lesser** 16C. DATE SIGNED: **7/5/05**
(Signature of person authorized to sign) (Signature of Contracting Officer)

OUT-PROCESSING CHECKLIST FOR MDA ON-SITE CONTRACTOR EMPLOYEES IN THE NATIONAL CAPITAL REGION

Name :		Room Number :	
Prime Contractor :		Contract # :	Out-Processing Date :
OFFICE AND ACTIONS		ROOM/BLDG	PRINTED NAME & SIGNATURE OF CLEARING POC & DATE CLEARED
OFFICE OF ASSIGNMENT			
Move POC (Send departure notice to RML)			
Office Security Manager (Confirm debriefings have been conducted by SI, if applicable)			
Equipment Custodian (Collect All GOVT property and all IT portable devices such as Laptops, Blackberries, Desktop Printers, and coordinate the return of property to the Accountable Property Manager. Note: Cell Phones are returned to RML.)			
On-Site Contractor Manager (Ensure office cleared and all paper and electronic files transferred and supplies removed)			
COR (Collect completed Out-Processing form and provide to the PCO for retention in contract file)			
RESOURCE MANAGEMENT			
RML (Account for Cell Phones, Keys, and other applicable GOVT property)		A3035 Sequoia Plaza	
RML (Collect Parking Permit # _____)		A111B Sequoia Plaza	
RML (Collect Voice Mail Password # _____)		Telecom POC In Assigned bldg	
SECURITY, INTELLIGENCE AND SPECIAL PROGRAMS			
SIC (Conduct CI Debrief and Defensive CI Debriefings, If Required)		4501 FOB2	
SIP (Conduct SAP Debriefing, If Required)		28202 FOB2	
SISO (Conduct Cryptographic Debriefings, If Required)		04B21A Suffolk	
SISZ (Conduct SCI Debriefing, If Required)		G7361 FOB2	
INFORMATION TECHNOLOGY OPERATIONS FOR NCR			
ION (Disable LAN Accounts; Recover U-LAN & C-LAN Hard Packs)		27191 FOB2	
SECURITY OPERATIONS CENTER		SOC At Building Assigned	
SOC (Collect MDA & CAC badges)			
SOC (Collect Emergency Escape Mask)			
Contractor Employee Signature _____		Date : _____	
or Contractor Program Manager Signature: _____			
If not employee of Prime Contractor, list the name of direct employer/subcontractor : _____			
Phone number where the employee may be reached: _____			
COR Signature : _____		Date : _____	
Instructions : Contractor employee will use this Out-Processing Checklist to complete all out-processing activities. Employee will obtain signatures of Point of Contact (POC) for each application action.			
RETURN THIS COMPLETED FORM ON THE DEPARTURE DATE TO THE CONTRACTING OFFICER'S REPRESENTATIVE			

Statement Of Work
International Armaments Cooperation
February 2005

1. Background

As used in this Statement of Work, the term "international armaments cooperation" refers to the broad range of international cooperative activities conducted by DoD that is related to cooperation in research, development, test & evaluation, and acquisition of weapons systems. It will not cover joint and coalition military operations, which are under the purview of the Joint Chiefs of Staff and Combatant Commanders. Nor will it include specific actions related to DoD Security Assistance programs, which are under the purview of the Defense Security Cooperation Agency. As is widely recognized throughout the DoD and Services, international armaments cooperation is challenging, complex, complicated and constantly undergoing change.

2. Objectives

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A. Task 1: Analytical support to the US-Japan Systems and Technology Forum (S&TF). Annual meetings of the Executive and Working Level S&TF, as well as the many associated Working Groups, require extensive analysis, preparation, arrangements and coordination that often exceeds the resources available on the staff of the Office of the Director, Pacific Armaments Cooperation. The high visibility and senior executive level participation from both the US and Japan requires extremely thorough planning, analysis and coordination. The contractor will assist the Office of the Director, Pacific Armaments Cooperation by performing duties as assigned to support each S&TF-related meeting. These activities are envisioned to include but not be limited to:

- (1) Analysis of the major US-Japan systems and technology issues, as well as opportunities for new cooperative programs, such as in Missile Defense programs, and recommendations to the Director, Pacific Armaments Cooperation.
- (2) Preparation and coordination of issue-oriented position and background papers to enhance participants' knowledge of the agenda.

- (3) Coordination of agendas and presentations for both OSD and the Japan Defense Agency (JDA), to insure that each presenter understands the desired format, provides their presentations on time for review, uses standardized media for compatibility with audiovisual support, and provides presentations for consolidation into the minutes.
- (4) Preparation of "Trip Books" and "Read-Ahead" packages for senior US participants.
- (5) Preparation of the Proceedings of the US-Japan S&TF meetings.
- (6) Coordination of administrative and logistical support for the meetings and their associated activities.

B. Task 2: New Initiatives for US-Japan Systems & Technology Cooperation. The contractor will closely monitor the dynamic political, economic and security trends in Japan for potential new activities that may impact future bilateral systems and technology cooperation. Specific focus will be on the new Japan National Defense Program Guideline, the new JDA Mid-Term Defense Program for Japan Fiscal Years 2005-2009, the implications of the Government of Japan's recent Missile Defense deployment decision and trends in modernizing Japan's acquisition practices and contracting systems. The contractor will assist the Office of the Director, Pacific Armaments Cooperation by:

- (1) Identifying potential new initiatives for enhancing bilateral US-Japan defense systems and technology cooperation, in general, and supporting the introduction of applicable initiatives into the US-Japan S&TF, in particular.
- (2) Assistance in achieving acceptance and in the execution of agreed to new systems and technology initiatives by both governments.
- (3) Coordination with the Joint Staff, US Pacific Command and US Forces Japan, as required, to understand the operational requirements and user perspectives related to new initiatives related to systems and technology.
- (4) Special attention will be given to identifying new state-of-the-art defense and dual-use technologies evolving in Japan.
- (5) Assistance in the analysis of new roles and missions for both the US and Japan as relates to any impact on weapons systems interoperability and technology cooperation.

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4. Contractor Security Clearance. The contractor may require access ^{(b)(4)} [REDACTED] materials and will have its DSS certified security clearances forwarded to the appropriate OSD security office for performance of the tasks specified in this Statement of Work. While working on classified tasks, the contractor shall safeguard all classified materials in accordance with applicable U.S. Government, DoD, and industrial security regulations.

5. Period of Performance. The contractor will support the Office of the Director, International Cooperation for a period of one year following the effective date of the award of this contract with an option for a second year as determined by the Director, International Cooperation.

6. Deliverables.

A. Task 1: As determined by the Japan Director, Office of Director for Pacific Armaments Cooperation and in accordance with the agreed dates for each S&TF meeting. General guidance for deliverables include the following:


- At least one week prior to each S&TF meeting:
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- Not later than three (3) working days after each S&TF meeting:
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 - o Compilation of all presentations (hard and soft copies)

B. Task 2: New Initiatives for US-Japan Systems and Technology Cooperation in coordination with the Japan Director, Office of Director for Pacific Armaments Cooperation.

- As new opportunities arise.
- The goal for delivery of New Initiatives will be at least every six months after contract award.

C. Task 3: Support for the Director, International Cooperation.

- Specific deliverables and dates of their delivery will be as directed by the Office of the Director, International Cooperation

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE 15-Jun-2005	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	J	1 22	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006	7. ADMINISTERED BY (If other than item 6) MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		5. PROJECT NO. (If applicable) CODE HQ0006	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECISIVE ANALYTICS CORPORATION KELLY MCCLELLAND 1235 SOUTH CLARK STREET SUITE 400 ARLINGTON VA 22202				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-F-0019	
				X	10B. DATED (SEE ITEM 13) 01-Jul-2004	
CODE 06CT8		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
<p>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:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) Exercise of Options Clause and Mutual Agreement of the Parties						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
<p>The purpose of this modification is to increase the level of effort provided to MDA/IS during the base period of performance; revise the level and mix of effort provided to MDA/IC and MDA/IO; reduce the value of CLIN 0009AC and transfer funds to CLIN 0008AC; increase the contract value by exercising Option 1; revise the paying office DoDAAC in Block 18a of the SF 1449 from HQ0105 to HQ0347; combine the T&M CLINs and associated ODC CLINs into one T&M CLIN for options 1 through 3; update/add various BSSP clauses; incorporate Attachment 9 - Out-processing Checklist; and provide incremental funding in the amount of \$2,263,990.43.</p> <p>See pages 2 - 22.</p>						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
			MARC LESSER / CONTRACTING OFFICER, CTS TEL: 703-882-6428 EMAIL: marc.lesser@mda.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)			BY 		05-Jul-2005	
				(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$6,915,806.55 from \$6,702,900.07 (EST) to \$13,618,706.62 (EST).

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

DFAS-INDIANAPOLIS CENTER
8899 EAST 56TH STREET
ATTN: DFAS-FFV/IS
INDIANAPOLIS IN 46249-1500

To

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

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0008AA

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

The total cost of this line item has increased by (b)(4)

SUBCLIN 0008AC

The CLIN extended description has changed from: "Services in support of JNIC and MDA/IO in accordance with the SOW (Attachment 1D) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 8 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.



To: "Services in support of JNIC and MDA/IO in accordance with the SOW (Attachment 1D) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 8 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.





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

The unit price amount has increased by (b)(4)

The total cost of this line item has increased by (b)(4)

SUBCLIN 0009AC

The estimated/max cost has decreased by \$21,552.79 from \$76,734.00 to \$55,181.21.

The total cost of this line item has decreased by \$21,552.79 from \$76,734.00 (EST) to \$55,181.21 (EST).

CLIN 0101

The option status has changed from Option to Option Exercised.

CLIN 0102

The option status has changed from Option to Option Exercised.

CLIN 0103

The option status has changed from Option to Option Exercised.

CLIN 0104

The option status has changed from Option to Option Exercised.

CLIN 0105

The option status has changed from Option to Option Exercised.

CLIN 0106

The unit of issue has changed from Lot to Dollars, U.S.

The option status has changed from Option to Option Exercised.

CLIN 0107

The option status has changed from Option to Option Exercised.

CLIN 0108

The CLIN type priced has been added.

The CLIN description has changed from: "T&M Services in Support of MDA" to: "Services in Support of MDA/IS."

The CLIN extended description has changed from: "Services in support of MDA in accordance with the applicable SOW to provide services on an as-required basis in accordance with the applicable Staffing Plan and Management Plan."

To: "Services in support of MDA/IS in accordance with the SOW (Attachment 1B) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 12 months in

accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.

(b)(4)

Other Direct Costs \$8,674.50

(b)(4)

The pricing detail quantity (b)(4) has been added.
The unit price amount \$1.00 has been added.
The unit of issue has changed from Hours to Dollars, U.S..
The option status has changed from Option to Option Exercised.
The cost constraint NTE has been deleted.
The total cost of this line item has increased by (b)(4)

SUBCLIN 0108AA

This SUBCLIN has been renumbered to SUBCLIN 010801.

The CLIN type priced has been deleted.

The CLIN description has changed from: "Services in Support of MDA/IS" to: "Incremental funding for CLIN 0108."

The CLIN extended description "Services in support of MDA/IS in accordance with the SOW (Attachment 1B) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 9.5 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed." has been deleted.

The pricing detail quantity (b)(4) has been deleted.
The unit price amount (b)(4) has been deleted.
The unit of issue Hours has been deleted.
The option status has changed from Option to Option Exercised.
The cost constraint NTE has been deleted.
The total cost of this line item has decreased by (b)(4)

SUBCLIN 0108AB

This SUBCLIN has been renumbered to SUBCLIN 010802.

The CLIN type priced has been deleted.

SUBCLIN 0108AC

This SUBCLIN has been renumbered to SUBCLIN 010803.

The CLIN type priced has been deleted.

The CLIN description has changed from: "Services in Support of JNIC and MDA/IO" to: "RESERVED."

The CLIN extended description "Services in support of JNIC and MDA/IO in accordance with the SOW (Attachment 1D) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows

noting

the hours are an estimate and thus variable. The rate is fixed.



The pricing detail quantity ^{(b)(4)} has been deleted.
 The unit price amount ^{(b)(4)} has been deleted.
 The unit of issue Hours has been deleted.
 The option status has changed from Option to No Status.
 The cost constraint NTE has been deleted.
 The total cost of this line item has decreased by ^{(b)(4)}

SUBCLIN 0108AD

This SUBCLIN has been renumbered to CLIN 0110.
 The CLIN extended description has changed from: "Services in support of OSD-ATL in accordance with the SOW (Attachment 1E) to provide the equivalent of ^{(b)(4)} of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.



To: "Services in support of OSD-ATL in accordance with the SOW (Attachment 1E) to provide the equivalent of ^{(b)(4)} of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.



Other Direct Costs \$3,807.00



The pricing detail quantity has increased by ^{(b)(4)}
 The unit price amount has decreased by ^{(b)(4)}
 The unit of issue has changed from Hours to Dollars, U.S..
 The option status has changed from Option to Option Exercised.
 The total cost of this line item has increased by ^{(b)(4)}

CLIN 0109

The contract type has changed from COST to T&M.
 The CLIN type priced has been added.
 The CLIN description has changed from: "Other Direct Costs (ODC)" to: "Services in Support of JNIC and MDA/IO."
 The CLIN extended description has changed from: "ODCs to support CLIN 0108."
 To: "Services in support of JNIC and MDA/IO in accordance with the SOW (Attachment 1D) to provide

the equivalent of (b)(4) of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.



Other Direct Costs

(b)(4)

Travel \$14,520.00

(b)(4)

Total ODCs \$56,684.20

(b)(4)

- The pricing detail quantity (b)(4) has been added.
- The unit price amount \$1.00 has been added.
- The unit of issue Dollars, U.S. has been added.
- The option status has changed from Option to Option Exercised.
- The cost constraint EST has been deleted.
- The total cost of this line item has increased by (b)(4)

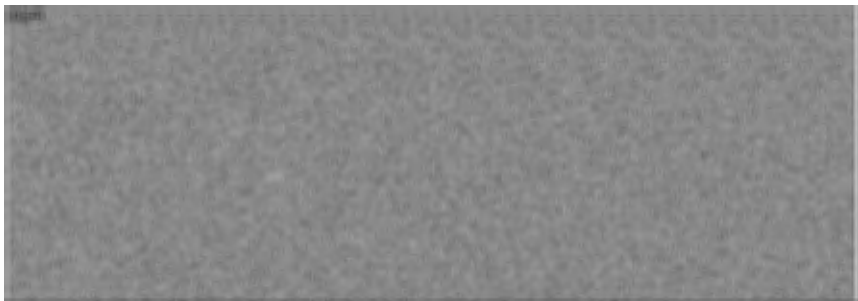
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0109		(b)(4)			

U.S.

EXERCISED
OPTION

Services in Support of JNIC and MDA/IO
T&M

Services in support of JNIC and MDA/IO in accordance with the SOW (Attachment 1D) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.



Other Direct Costs

(b)(4)

Travel \$14,520.00

(b)(4)

Total ODCs \$56,684.20

(b)(4)

TOT ESTIMATED PRICE

(b)(4)

CEILING PRICE

Funded Amount

\$0.00

FOB: Destination

SUBCLIN 0109AA

This SUBCLIN has been renumbered to SUBCLIN 010901.

The contract type has changed from COST to T&M.

The CLIN type priced has been deleted.

The CLIN description has changed from: "Other Direct Costs (ODCs)" to: "Incremental Funding for CLIN 0109."

The CLIN extended description "ODCs to support MDA/IS in accordance with the SOW (Attachment 1B)." has been deleted.

The estimated/max cost has decreased by (b)(4)

The unit of issue Lot has been deleted.

The option status has changed from Option to Option Exercised.

The cost constraint EST has been deleted.

The total cost of this line item has decreased by (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010901				\$0.00 (EST.)	\$ (EST.)
EXERCISED OPTION	Incremental Funding for CLIN 0109 T&M				

TOT ESTIMATED PRICE

CEILING PRICE

ACRN AM Funded Amount

\$158,690.95

FOB: Destination

SUBCLIN 0109AB

This SUBCLIN has been renumbered to SUBCLIN 010902.

The contract type has changed from COST to T&M.

The CLIN type priced has been deleted.

The CLIN description has changed from "RESERVED" to: "Incremental fundind for CLIN 0109."

The option status has changed from No Status to Option Exercised.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010902				\$0.00 (EST.)	\$ (EST.)
EXERCISED OPTION	Incremental fundind for CLIN 0109 T&M				

TOT ESTIMATED PRICE

CEILING PRICE

ACRN AQ Funded Amount

\$20,000.00

FOB: Destination

SUBCLIN 0109AC

This SUBCLIN has been renumbered to SUBCLIN 010903.

The contract type has changed from COST to T&M.

The CLIN type priced has been deleted.

The CLIN description has changed from: "Other Direct Costs (ODCs)" to: "RESERVED."

The CLIN extended description "ODCs to support JNIC and MDA/IO in accordance with the SOW (Attachment 1D)." has been deleted.

The estimated/max cost has decreased by (b)(4)

The unit of issue Lot has been deleted.

The option status has changed from Option to No Status.

The cost constraint EST has been deleted.

The total cost of this line item has decreased by (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010903	RESERVED T&M			\$0.00 (EST.)	\$ (EST.)

TOT ESTIMATED PRICE
CEILING PRICE

Funded Amount \$0.00

FOB: Destination

SUBCLIN 0109AD

This SUBCLIN has been renumbered to SUBCLIN 010904.
 The contract type has changed from COST to T&M.
 The CLIN type priced has been deleted.
 The CLIN description has changed from: "Other Direct Costs (ODCs)" to: "RESERVED."
 The CLIN extended description "ODCs to support OSD - ATL in accordance with the SOW (Attachment 1E)." has been deleted.

The estimated/max cost has decreased by ^{(b)(4)} [REDACTED]
 The unit of issue Dollars, U.S. has been deleted.
 The option status has changed from Option to No Status.
 The total cost of this line item has decreased by ^{(b)(4)} [REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010904	RESERVED T&M			\$0.00 (EST.)	\$ (EST.)

TOT ESTIMATED PRICE
CEILING PRICE

Funded Amount \$0.00

FOB: Destination

CLIN 0208

The CLIN type priced has been added.
 The CLIN description has changed from: "T&M Services in Support of MDA" to: "RESERVED."
 The CLIN extended description "Services in support of MDA in accordance with the applicable SOW to provide services on an as-required basis in accordance with the applicable Staffing Plan and Management Plan." has been deleted.

SUBCLIN 0208AA

This SUBCLIN has been renumbered to SUBCLIN 020801.
 The CLIN type priced has been deleted.

SUBCLIN 0208AB

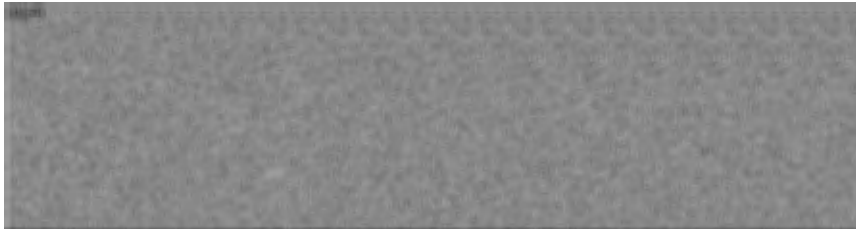
This SUBCLIN has been renumbered to SUBCLIN 020802.
The CLIN type priced has been deleted.

SUBCLIN 0208AC

This SUBCLIN has been renumbered to CLIN 0209.
The CLIN extended description has changed from: "Services in support of JNIC and MDA/IO in accordance with the SOW (Attachment 1D) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.



To: "Services in support of JNIC and MDA/IO in accordance with the SOW (Attachment 1D) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.



Other Direct Costs

(b)(4)

Travel \$14,520.00

(b)(4)

Total ODCs \$55,005.24

(b)(4)

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

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

The unit of issue has changed from Hours to Dollars, U.S..

The total cost of this line item has increased by (b)(4)

SUBCLIN 0208AD

This SUBCLIN has been renumbered to SUBCLIN 021001.
The CLIN type priced has been deleted.
The CLIN description has changed from: "Services in Support of OSD-ATL" to: "RESERVED."
The CLIN extended description "Services in support of OSD-ATL in accordance with the SOW (Attachment 1E) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan

(Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.

(b)(4)

The pricing detail quantity (b)(4) has been deleted.

The unit price amount (b)(4) has been deleted.

The unit of issue Hours has been deleted.

The option status has changed from Option to No Status.

The total cost of this line item has decreased by (b)(4)

CLIN 0209

This CLIN has been renumbered to CLIN 0210.

The contract type has changed from COST to T&M.

The CLIN type priced has been added.

The CLIN description has changed from: "Other Direct Costs (ODCs)" to: "Services in Support of OSD-ATL."

The CLIN extended description has changed from: "ODCs to Support CLIN 0208"

To: "Services in support of OSD-ATL in accordance with the SOW (Attachment 1E) to provide the equivalent of 0.64 MY of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.

Job Classification	Est Hrs	Fixed Rate	Est Total
(b)(4)			

Other Direct Costs \$7,766.00

(b)(4)

The pricing detail quantity (b)(4) has been added.

The unit price amount \$1.00 has been added.

The unit of issue Dollars, U.S. has been added.

The total cost of this line item has increased by (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0210	(b)(4)		U.S.		

OPTION Services in Support of OSD-ATL
T&M

Services in support of OSD-ATL in accordance with the SOW (Attachment 1E) to provide the equivalent of 0.64 MY of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.

Job Classification	Est Hrs	Fixed Rate	Est Total
(b)(4)			

(b)(4)			
--------	--	--	--

Other Direct Costs \$7,766.00

(b)(4)

TOT ESTIMATED PRICE

(b)(4)

CEILING PRICE

Funded Amount

\$0.00

FOB: Destination

SUBCLIN 0209AA

This SUBCLIN has been renumbered to SUBCLIN 020901.
The contract type has changed from COST to T&M.
The CLIN type priced has been deleted.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020901	RESERVED T&M			\$0.00 (EST.)	\$ (EST.)

TOT ESTIMATED PRICE

CEILING PRICE

Funded Amount

\$0.00

FOB: Destination

SUBCLIN 0209AB

This SUBCLIN has been renumbered to SUBCLIN 021002.
The contract type has changed from COST to T&M.

The CLIN type priced has been deleted.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
021002	RESERVED T&M			\$0.00 (EST.)	\$ (EST.)

TOT ESTIMATED PRICE
CEILING PRICE

Funded Amount \$0.00

FOB: Destination

SUBCLIN 0209AC

This SUBCLIN has been renumbered to SUBCLIN 020902.
 The contract type has changed from COST to T&M.
 The CLIN type priced has been deleted.
 The CLIN description has changed from: "Other Direct Costs (ODCs)" to: "RESERVED."
 The CLIN extended description "ODCs to support JNIC and MDA/IO in accordance with the SOW (Attachment 1D)." has been deleted.
 The estimated/max cost has decreased by (b)(4) to \$0.00.
 The unit of issue Lot has been deleted.
 The option status has changed from Option to No Status.
 The cost constraint EST has been deleted.
 The total cost of this line item has decreased by (b)(4) (EST) to \$0.00.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020902	RESERVED T&M			\$0.00 (EST.)	\$ (EST.)

TOT ESTIMATED PRICE
CEILING PRICE

Funded Amount \$0.00

FOB: Destination

SUBCLIN 0209AD

This SUBCLIN has been renumbered to SUBCLIN 021003.
 The contract type has changed from COST to T&M.
 The CLIN type priced has been deleted.
 The CLIN description has changed from: "Other Direct Costs (ODCs)" to: "RESERVED."
 The CLIN extended description "ODCs to support OSD - ATL in accordance with the SOW (Attachment 1E)." has been deleted.
 The estimated/max cost has decreased by (b)(4) to \$0.00.
 The unit of issue Dollars, U.S. has been deleted.
 The total cost of this line item has decreased by (b)(4) to \$0.00.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
021003	RESERVED			\$0.00 (EST.)	\$ (EST.)
OPTION	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

Funded Amount

\$0.00

FOB: Destination

CLIN 0308

The CLIN type priced has been added.
 The CLIN description has changed from: "T&M Services in Support of MDA" to: "RESERVED."
 The CLIN extended description "Services in support of MDA in accordance with the applicable SOW to provide services on an as-required basis in accordance with the applicable Staffing Plan and Management Plan." has been deleted.

SUBCLIN 0308AA

This SUBCLIN has been renumbered to SUBCLIN 030801.
 The CLIN type priced has been deleted.

SUBCLIN 0308AB

This SUBCLIN has been renumbered to SUBCLIN 030802.
 The CLIN type priced has been deleted.

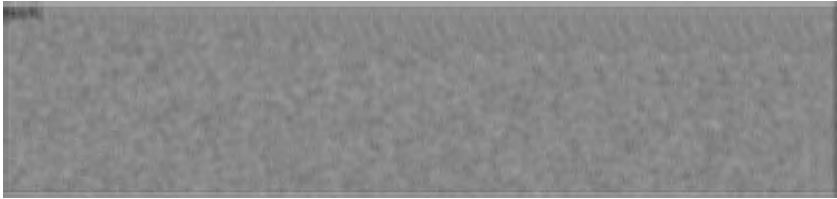
SUBCLIN 0308AC

This SUBCLIN has been renumbered to CLIN 0309.
 The CLIN extended description has changed from: "Services in support of JNIC and MDA/IO in accordance with the SOW (Attachment 1D) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.



To: "Services in support of JNIC and MDA/IO in accordance with the SOW (Attachment 1D) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.

Job Classification	Est. Hrs.	Fixed Rate	Est. Total
(b)(4)			



Other Direct Costs

(b)(4)

Travel \$14,650.00

(b)(4)

Total ODCs \$53,709.61

(b)(4)

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

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

The unit of issue has changed from Hours to Dollars, U.S..

The total cost of this line item has increased by (b)(4)

CLIN 0309

This CLIN has been renumbered to CLIN 0310.

The contract type has changed from COST to T&M.

The CLIN type priced has been added.

The CLIN description has changed from: "Other Direct Costs (ODCs)" to: "RESERVED."

The CLIN extended description "ODCs to support CLIN 0308" has been deleted.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0310				\$0.00 (EST.)	\$ (EST.)
OPTION	RESERVED				
	T&M				

TOT ESTIMATED PRICE

CEILING PRICE

Funded Amount

\$0.00

FOB: Destination

SUBCLIN 0309AA

This SUBCLIN has been renumbered to SUBCLIN 031001.

The contract type has changed from COST to T&M.

The CLIN type priced has been deleted.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
031001	RESERVED T&M			\$0.00 (EST.)	\$ (EST.)

TOT ESTIMATED PRICE
CEILING PRICE

Funded Amount \$0.00

FOB: Destination

SUBCLIN 0309AB

This SUBCLIN has been renumbered to SUBCLIN 031002.
The contract type has changed from COST to T&M.
The CLIN type priced has been deleted.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
031002	RESERVED T&M			\$0.00 (EST.)	\$ (EST.)

TOT ESTIMATED PRICE
CEILING PRICE

Funded Amount \$0.00

FOB: Destination

SUBCLIN 0309AC

This SUBCLIN has been renumbered to SUBCLIN 031003.
The contract type has changed from COST to T&M.
The CLIN type priced has been deleted.
The CLIN description has changed from: "Other Direct Costs (ODCs)" to: "RESERVED."
The CLIN extended description "ODCs to support JNIC and MDA/IO in accordance with the SOW (Attachment 1D)." has been deleted.
The estimated/max cost has decreased by ^{(b)(4)} [REDACTED] to \$0.00.
The unit of issue Lot has been deleted.
The option status has changed from Option to No Status.
The total cost of this line item has decreased by ^{(b)(4)} [REDACTED] (EST) to \$0.00 (EST).

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
031003	RESERVED T&M			\$0.00 (EST.)	\$ (EST.)

TOT ESTIMATED PRICE
CEILING PRICE

Funded Amount \$0.00

FOB: Destination

SUBCLIN 010101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010101 EXERCISED OPTION	Incremental Funding for CLIN 0101 FFP PURCHASE REQUEST NUMBER: 50596, BASIC				

NET AMT \$0.00

ACRN AH Funded Amount \$800,000.00

FOB: Destination

SUBCLIN 010201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010201 EXERCISED OPTION	Incremental Funding for CLIN 0102 FFP PURCHASE REQUEST NUMBER: 50633, BASIC				

NET AMT \$0.00

ACRN AJ Funded Amount \$600,000.00

FOB: Destination

SUBCLIN 010501 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010501 EXERCISED OPTION	Incremental Funding for CLIN 0105 FFP PURCHASE REQUEST NUMBER: 50634, BASIC				

NET AMT \$0.00

ACRN AK Funded Amount \$520,000.00

FOB: Destination

SUBCLIN 010601 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010601	Incremental Funding, HQ006-04-F-0019				
EXERCISED OPTION	FFP				
	PURCHASE REQUEST NUMBER: 50635, BASIC				

NET AMT \$0.00

ACRN AL Funded Amount \$100,000.00

FOB: Destination

SUBCLIN 011001 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
011001	Incremental funding for CLIN 0110				
EXERCISED OPTION	T&M				

TOT ESTIMATED PRICE \$0.00

CEILING PRICE

ACRN AG Funded Amount \$35,290.20

FOB: Destination

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$2,263,990.43 from \$6,702,900.08 to \$8,966,890.51.

SUBCLIN 0008AA:

AN: 9750400.2520 40603890C 2525 012123 BMDO0155730741 was increased by \$20,000.00 from \$0.00 to \$20,000.00

The contract ACRN AN has been added.

SUBCLIN 0008AC:

AE: 9750400 25FF YL5 474X 020401 JR1300 59200 63889C 503000 F03000 was increased by \$9.28 from \$287,157.96 to \$287,167.24

AF: 9750400.2520 40603890C 2525 012123 BMDO0147356594 was increased by \$21,552.78 from \$87,407.81 to \$108,960.59

SUBCLIN 0009AC:

AF: 9750400.2520 40603890C 2525 012123 BMDO0147356594 was decreased by \$21,552.78 from \$53,901.24 to \$32,348.46

SUBCLIN 010101:

Funding on SUBCLIN 010101 is initiated as follows:

ACRN: AH

Acctng Data: 9750400.2520 40603883C 2523 012123 BMDO0155610596

Increase: \$800,000.00

Total: \$800,000.00

SUBCLIN 010201:

Funding on SUBCLIN 010201 is initiated as follows:

ACRN: AJ

Acctng Data: 9750400.2520 40603883C 2523 012123 BMDO0155660633

Increase: \$600,000.00

Total: \$600,000.00

SUBCLIN 010501:

Funding on SUBCLIN 010501 is initiated as follows:

ACRN: AK

Acctng Data: 9750400.2520 40603883C 2523 012123 BMDO0155660634

Increase: \$520,000.00

Total: \$520,000.00

SUBCLIN 010601:

Funding on SUBCLIN 010601 is initiated as follows:

ACRN: AL

Acctng Data: 9750400.2520 40603883C 2523 012123 BMDO0155660635

Increase: \$100,000.00

Total: \$100,000.00

SUBCLIN 010801:

AP: 9750400.2520 40603890C 2525 012123 BMDO0155800865 was increased by \$10,000.00 from \$0.00 to \$10,000.00

The contract ACRN AP has been added.

SUBCLIN 010901:

AM: 9750400.2520 40603890C 2525 012123 BMDO0155680658 was increased by \$158,690.95 from \$0.00 to \$158,690.95

The contract ACRN AM has been added.

SUBCLIN 010902:

AQ: 9750400.2520 40603890C 2525 012123 BMDO0155810880 was increased by \$20,000.00 from \$0.00 to \$20,000.00

The contract ACRN AQ has been added.

SUBCLIN 011001:

Funding on SUBCLIN 011001 is initiated as follows:

ACRN: AG

Acctng Data: 9750100.1120 00000 2506 2522 S49447 DSAM50217
Increase: \$35,290.20
Total: \$35,290.20

The following have been added and/or modified:

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

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

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

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

2. ORDER ACCOUNTING

a. Separate invoices shall be submitted for each individual CLIN monthly for payment and shall clearly identify:

- (1) Government order number.
- (2) Period of performance
- (3) Amount due by CLIN
- Labor CLINs – fixed man-month unit price extended for the actual number of man-months provided for FFP CLINs and labor hours by labor category for T&M CLINs.
- 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 man-month unit price extended for the actual number of man-months provided, the period of performance or authorized labor hours, or the established cost ceiling for ODC item.

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

29. FEDERAL ACQUISITION REGULATION REQUIREMENTS

The following FAR requirements are incorporated by reference:

FAR 52.204-2 Security Requirements (AUG 1996)

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

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

30. DEFENSE FEDERAL ACQUISITION REGULATIONS SUPPLEMENT REQUIREMENTS

The following DFARS requirements are incorporated by reference:

252.204-7000 Disclosure of Information (DEC 1991)

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

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

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

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DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Missile Defense Agency/Deputy for Program Integration, Contract Data Requirements List, Exhibit A	6	23-APR-2004
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NOTE: Attachment 5 and Attachment 8 will only be provided to those individuals with a proper need to know. Please contact MDA/CTS if copies of these attachments are desired.

(End of Summary of Changes)

OUT-PROCESSING CHECKLIST FOR MDA ON-SITE CONTRACTOR EMPLOYEES IN THE NATIONAL CAPITAL REGION

Name :		Room Number :	
Prime Contractor :		Contract # :	
		Out-Processing Date :	
OFFICE AND ACTIONS	ROOM/BLDG	PRINTED NAME & SIGNATURE OF CLEARING POC & DATE CLEARED	
OFFICE OF ASSIGNMENT			
Move POC (Send departure notice to RML)			
Office Security Manager (Confirm debriefings have been conducted by SI, if applicable)			
Equipment Custodian (Collect All GOVT property and all IT portable devices such as Laptops, Blackberries, Desktop Printers, and coordinate the return of property to the Accountable Property Manager. Note: Cell Phones are returned to RML.)			
On-Site Contractor Manager (Ensure office cleared and all paper and electronic files transferred and supplies removed)			
COR (Collect completed Out-Processing form and provide to the PCO for retention in contract file)			
RESOURCE MANAGEMENT			
RML (Account for Cell Phones, Keys, and other applicable GOVT property)	A3035 Sequoia Plaza		
RML (Collect Parking Permit # _____)	A111B Sequoia Plaza		
RML (Collect Voice Mail Password # _____)	Telecom POC In Assigned bldg		
SECURITY, INTELLIGENCE AND SPECIAL PROGRAMS			
SIC (Conduct CI Debrief and Defensive CI Debriefings, If Required)	4501 FOB2		
SIP (Conduct SAP Debriefing, If Required)	28202 FOB2		
SISO (Conduct Cryptographic Debriefings, If Required)	04B21A Suffolk		
SISZ (Conduct SCI Debriefing, If Required)	G7361 FOB2		
INFORMATION TECHNOLOGY OPERATIONS FOR NCR			
ION (Disable LAN Accounts; Recover U-LAN & C-LAN Hard Packs)	27191 FOB2		
SECURITY OPERATIONS CENTER			
SOC At Building Assigned:			
SOC (Collect MDA & CAC badges)			
SOC (Collect Emergency Escape Mask)			
Contractor Employee Signature _____		Date : _____	
or Contractor Program Manager Signature: _____			
If not employee of Prime Contractor, list the name of direct employer/subcontractor : _____			
Phone number where the employee may be reached: _____			
COR Signature : _____		Date : _____	
Instructions : Contractor employee will use this Out-Processing Checklist to complete all out-processing activities. Employee will obtain signatures of Point of Contact (POC) for each application action.			
RETURN THIS COMPLETED FORM ON THE DEPARTURE DATE TO THE CONTRACTING OFFICER'S REPRESENTATIVE			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 11	
2. AMENDMENT/MODIFICATION NO. P00006		3. EFFECTIVE DATE 01-Oct-2005	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006	7. ADMINISTERED BY (If other than item 6) MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECISIVE ANALYTICS CORPORATION KELLY MCCLELLAND 1235 SOUTH CLARK STREET SUITE 400 ARLINGTON VA 22202				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				<input checked="" type="checkbox"/>	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-F-0019	
				<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) 01-Jul-2004	
CODE 06CT8		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement of the parties and DFARS 252.232-7007						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to : 1) reduce CLIN 0101 and respective option CLINs for EVM support Washington, DC by 1 from 12 to 11 MYE; 2) revise the labor mix and increase the unit price for CLIN 0102 and respective option CLINs for Program Analysis support; 3) reduce CLIN 0105 and respective option CLINs for EVM support Huntsville, AL by 3 from 9 to 6 MYE; 4) increase the support for JNIC/O; and provide incremental funding in the amount of \$1,220,698.52. See pages 2-11 for details.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARC LESSER / CONTRACTING OFFICER, CTS TEL: 703-882-6428 EMAIL: marc.lesser@mda.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Marc Lesser</i> (Signature of Contracting Officer)		16C. DATE SIGNED 07-Nov-2005	
(Signature of person authorized to sign)						

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$17,889.57 from \$13,618,706.62 (EST) to \$13,600,817.06 (EST).

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

SUPPLIES OR SERVICES AND PRICES

CLIN 0101

The CLIN extended description has changed from: "Services in support of MDA/PI Earned Value Management (EVM) Washington DC (WASH-DC) in accordance with the Statement of Objectives (SOO Para 3.2) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8)."

To: "Services in support of MDA/DM Earned Value Management (EVM) Washington DC (WASH-DC) in accordance with the Statement of Objectives (SOO Para 3.2) (Attachment 1) to provide services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8). For the period 1 Jul 05 - 30 Sep 05 provide the equivalent of (b)(4) of effort and services. For this three month period the contractor will invoice (b)(4) at a unit price of (b)(4) for a total of (b)(4). For the period 1 Oct 05 - 30 Jun 06 provide the equivalent of (b)(4) of effort and services. For this ninth month period the contractor will invoice (b)(4) at a unit price of (b)(4) for a total of (b)(4)."

The pricing detail quantity has decreased by (b)(4)

The unit price amount has increased by (b)(4)

The total cost of this line item has decreased by (b)(4)

CLIN 0102

The CLIN extended description has changed from: "Services in support of MDA/PI Program Analysis in accordance with the SOO (Para 3.3) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8)."

To: "Services in support of MDA/DM Program Analysis in accordance with the SOO (Para 3.3) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8). For the period 1 Jul 05 - 30 Sep 05 the contractor will invoice (b)(4) at a unit price of (b)(4) for a total of (b)(4). For the period 1 Oct 05 - 30 Jun 06 the contractor will invoice (b)(4) at a unit price of (b)(4) for a total of (b)(4)."

The unit price amount has increased by (b)(4)

The total cost of this line item has increased by (b)(4)

CLIN 0105

The CLIN extended description has changed from: "Services in support of MDA/PI EVM Huntsville in accordance with the SOO (Para 3.2) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8)."

To: "Services in support of MDA/DM EVM Huntsville in accordance with the SOO (Para 3.2) (Attachment 1) to provide services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8). For the period 1 Jul 05 - 30 Sep 05 provide the equivalent of (b)(4) of effort and services. For this three month period the contractor will invoice (b)(4) at a unit price of (b)(4) for a total of (b)(4). For the period 1 Oct 05 - 30 Jun 06 provide the equivalent of (b)(4) of effort and services. For this nine month period the contractor will invoice (b)(4) at a unit price of (b)(4) for a total of (b)(4)."

The pricing detail quantity has decreased by (b)(4)
The unit price amount has increased by (b)(4)
The total cost of this line item has decreased by (b)(4)

CLIN 0106

The CLIN extended description has changed from: "ODCs to support MDA/PI in accordance with the SOO (Attachment 1). ESTIMATED COST \$300,000.00"

To: "ODCs to support MDA/DM in accordance with the SOO (Attachment 1). ESTIMATED COST \$300,000.00."

CLIN 0109

The CLIN extended description has changed from: "Services in support of JNIC and MDA/IO in accordance with the SOW (Attachment 1D) to provide the equivalent of 2.36 MY of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.

Job Classification	Est. Hours	Fixed Rate	Est. Total
[REDACTED]			

Other Direct Costs

(b)(4)	
Travel	\$14,520.00
(b)(4)	
Total ODCs	\$56,684.20

Estimated Total (b)(4)

To: "Services in support of JNIC and MDA/IO in accordance with the SOW (Attachment 1D) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.

Job Classification	Est. Hours	Fixed Rate	Est. Total
[Redacted Table Content]			

Other Direct Costs

(b)(4)	
Travel	\$50,000.00
(b)(4)	
Total ODCs	\$100,243.00

(b)(4)

The pricing detail quantity has increased by (b)(4)
The total cost of this line item has increased by (b)(4)

CLIN 0201

The CLIN extended description has changed from: "Services in support of MDA/PI Earned Value Management (EVM) Washington DC (WASH-DC) in accordance with the Statement of Objectives (SOO Para 3.2) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8)."

To: "Services in support of MDA/DM Earned Value Management (EVM) Washington DC (WASH-DC) in accordance with the Statement of Objectives (SOO Para 3.2) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8)."

The pricing detail quantity has decreased by (b)(4)
The unit price amount has increased by (b)(4)
The total cost of this line item has decreased by (b)(4)

CLIN 0202

The CLIN extended description has changed from: "Services in support of MDA/PI Program Analysis in accordance with the SOO (Para 3.3) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8)."

To: "Services in support of MDA/DM Program Analysis in accordance with the SOO (Para 3.3) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8)."

The unit price amount has increased by (b)(4)
The total cost of this line item has increased by (b)(4)

CLIN 0205

The CLIN extended description has changed from: "Services in support of MDA/PI EVM Huntsville in accordance with the SOO (Para 3.2) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8)."

To: "Services in support of MDA/DM EVM Huntsville in accordance with the SOO (Para 3.2) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8)."

The pricing detail quantity has decreased by (b)(4)
The unit price amount has increased by (b)(4)
The total cost of this line item has decreased by (b)(4)

CLIN 0206

The CLIN extended description has changed from: "ODCs to support MDA/PI in accordance with the SOO (Attachment 1). ESTIMATED COST \$300,000.00"

To: "ODCs to support MDA/DM in accordance with the SOO (Attachment 1). ESTIMATED COST \$300,000.00."

CLIN 0209

The CLIN extended description has changed from: "Services in support of JNIC and MDA/IO in accordance with the SOW (Attachment 1D) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.

Job Classification	Est. Hrs.	Fixed Rate	Est. Total
(b)(4)			

Other Direct Costs

(b)(4)			
Travel	\$14,520.00	G&A	\$ 3,306.20
Total ODCs	\$55,005.24		

(b)(4)

To: "Services in support of JNIC and MDA/IO in accordance with the SOW (Attachment 1D) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.

Job Classification	Est. Hrs.	Fixed Rate	Est. Total
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(b)(4)			
--------	--	--	--

Other Direct Costs

(b)(4)

Travel \$50,000.00

(b)(4)

Total ODCs \$98,564.04

(b)(4)

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

The total cost of this line item has increased by (b)(4)

CLIN 0301

The CLIN extended description has changed from: "Services in support of MDA/PI Earned Value Management (EVM) Washington DC (WASH-DC) in accordance with the Statement of Objectives (SOO Para 3.2) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8)."

To: "Services in support of MDA/DM Earned Value Management (EVM) Washington DC (WASH-DC) in accordance with the Statement of Objectives (SOO Para 3.2) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8)."

The pricing detail quantity has decreased by (b)(4)

The unit price amount has increased by (b)(4)

The total cost of this line item has decreased by (b)(4)

CLIN 0302

The CLIN extended description has changed from Services in support of MDA/PI Program Analysis in accordance with the SOO (Para 3.3) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8)."

To: "Services in support of MDA/DM Program Analysis in accordance with the SOO (Para 3.3) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8)."

The unit price amount has increased by (b)(4)
The total cost of this line item has increased by (b)(4)

CLIN 0305

The CLIN extended description has changed from: "Services in support of MDA/PI EVM Huntsville in accordance with the SOO (Para 3.2) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8)."

To: "Services in support of MDA/DM EVM Huntsville in accordance with the SOO (Para 3.2) (Attachment 1) to provide the equivalent of (b)(4) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8)."

The pricing detail quantity has decreased by (b)(4)
The unit price amount has increased by (b)(4)
The total cost of this line item has decreased by (b)(4)

CLIN 0306

The CLIN extended description has changed from: "ODCs to support MDA/PI in accordance with the SOO (Attachment 1). ESTIMATED COST \$300,000.00"

To: "ODCs to support MDA/DM in accordance with the SOO (Attachment 1). ESTIMATED COST \$300,000.00."

CLIN 0309

The CLIN extended description has changed from: "Services in support of JNIC and MDA/IO in accordance with the SOW (Attachment 1D) to provide the equivalent of (b)(4) of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.

Job Classification	Est. Hrs.	Fixed Rate	Est. Total
[REDACTED]			

Other Direct Costs

(b)(4)			
Travel		\$14,650.00	
(b)(4)			
Total ODCs		\$53,709.61	

(b)(4)

To: "Services in support of JNIC and MDA/IO in accordance with the SOW (Attachment 1D) to provide the equivalent of 5.29 MY of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.

Job Classification	Est. Hrs.	Fixed Rate	Est. Total
[Redacted]			

Other Direct Costs

(b)(4)

Travel \$50,000.00

(b)(4)

Total ODCs \$97,108.80

(b)(4)

The pricing detail quantity has increased by (b)(4)
The total cost of this line item has increased by (b)(4)

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,220,698.52 from \$8,966,890.51 to \$10,187,589.03.

SUBCLIN 010101:

AH: 9750400.2520 40603883C 2523 012123 BMDO0155610596 was increased by \$572,000.00 from \$800,000.00 to \$1,372,000.00

SUBCLIN 010201:

AJ: 9750400.2520 40603883C 2523 012123 BMDO0155660633 was increased by \$300,698.52 from \$600,000.00 to \$900,698.52

SUBCLIN 010501:

AK: 9750400.2520 40603883C 2523 012123 BMDO0155660634 was increased by \$260,000.00 from \$520,000.00 to \$780,000.00

SUBCLIN 010601:

AL: 9750400.2520 40603883C 2523 012123 BMDO0155660635 was increased by \$38,000.00 from \$100,000.00 to \$138,000.00

SUBCLIN 010903:

AR: 9750400 25FF YL5 474X 020401 JR1300 59200 63889C 503000 F03000 was increased by \$50,000.00 from \$0.00 to \$50,000.00

The contract ACRN AR has been added.

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The Table of Contents has changed from:

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Attachment 1F	Statement of Objectives (SOO)	2	09-AUG-2005
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The following have been modified:

BSSP BOILERPLATE

14. DFARS 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)
(Applicable to fixed price CLINs)

a. Contract line item(s) 0001 through 0003, 0005, 0008, 0109, and 0110 (and 0004 when applicable) (and respective CLINs for each option year) are incrementally funded. For these item(s), the sum of \$9,685,875.43 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 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 a 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 Convenience of the Government."

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

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

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

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

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

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

On execution of contract	\$ 1,992,000.00
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Incremental funding thereafter based on fiscal year availability of funds.

(End of Summary of Changes)

**STATEMENT OF OBJECTIVES
MDA JOINT NATIONAL INTEGRATION CENTER
MDA INFORMATION OFFICE DEPUTATE**

August 9, 2005

1. Tasks

A. General: The tasks listed below are compatible with the Program Analysis tasks listed in the Statement of Objectives to HQ0006-04-F-0019, which delineates the support to be provided by the contractor to the MDA Program Integration Deputate.

B. Specific Tasks: The tasks listed pertain to contractor support to the MDA Joint National Integration Center (MDA/IC) and the MDA Information Office Deputate (MDA/IO) and envisioned to include but not be limited to:

(1) The contractor shall assist both MDA/IC and MDA/IO by providing support to organizational management strategies that include: vision, mission, strategic mapping, strategic planning, portfolio management, program management, baselines, metrics, and variance.

(2) The contractor shall assist both MDA/IC and MDA/IO by providing organizational assessments support as directed by the MDA Deputy Director of MDA/IC and the MDA Chief Information Officer (CIO).

(3) The contractor shall assist both MDA/IC and MDA/IO by providing special project support as directed by the MDA Deputy Director of MDA/IC and the MDA Chief Information Officer (CIO).

(4) The contractor shall assist both MDA/IC and MDA/IO by providing strategic communications support as directed by the MDA Deputy Director of MDA/IC and the MDA Chief Information Officer (CIO).

2. Period of Performance. The contractor will continue to support the Joint National Integration Center and Information Office Deputate, MDA for the period specified in the base contract. This increased level of effort, modified in this statement of objectives, will be effective from 15 September 2005 through 30 June 2005 with options for additional years as determined by the Deputy Director MDA/IC and the Chief Information Officer, MDA.

3. Deliverables.

A. Specific deliverables and dates of their delivery will be as directed by the CIO and Deputy Director MDA/IC.

B. Reports to be provided by the contractor include:

- Funds and Labor Hour Expenditure Report
- Technical Status Report
- Quarterly Status Report

CLIN 0001

Task	Start	End
Labor Category	WT	WT
PERSONNEL		
PERSONNEL (Z)		
PERSONNEL		
PERSONNEL		

*** KEY PERSONNEL - Reserve**

NOTE: CLIN 0001 (WDRB) EVM Meetings
 do not start (approx) until CLIN 0
 order start (approx) 15 days after all
 paperwork submitted for SECRET clearance is
 available to commence work to see that that

CLIN 0001

services on a monthly basis in accordance with

M216 Requirement		
Labor Category	M216 by Location	
	On	Off
MINIMUM AVAILABLE PERSONNEL	0	0
TOTAL M216 PERSONNEL	0	0

* KEY PERSONNEL - Resumes are re

NOTE: CLIN 0001 (M216) EXM Washington DC Staff
staff (32 man-years) required under CLIN 0001 must be avail-
able (approximately 30 days after award). The remainder of

CLIN 0002

CLIN 0002 - PROGRAM ANALYSIS Services in a period of 12 months in as

Letter Category	WFO's Required	
	WFO's by Location	
	On	Off
GENERAL - WFO's 001*	2	0
GENERAL - WFO's 002*	2	0
GENERAL - WFO's 003*	2	0
GENERAL - WFO's 004*	2	0
GENERAL - WFO's 005*	2	0
GENERAL - WFO's 006*	2	0
GENERAL - WFO's 007*	2	0
GENERAL - WFO's 008*	2	0
GENERAL - WFO's 009*	2	0
GENERAL - WFO's 010*	2	0
GENERAL - WFO's 011*	2	0
GENERAL - WFO's 012*	2	0
GENERAL - WFO's 013*	2	0
GENERAL - WFO's 014*	2	0
GENERAL - WFO's 015*	2	0
GENERAL - WFO's 016*	2	0
GENERAL - WFO's 017*	2	0
GENERAL - WFO's 018*	2	0
GENERAL - WFO's 019*	2	0
GENERAL - WFO's 020*	2	0
GENERAL - WFO's 021*	2	0
GENERAL - WFO's 022*	2	0
GENERAL - WFO's 023*	2	0
GENERAL - WFO's 024*	2	0
GENERAL - WFO's 025*	2	0
GENERAL - WFO's 026*	2	0
GENERAL - WFO's 027*	2	0
GENERAL - WFO's 028*	2	0
GENERAL - WFO's 029*	2	0
GENERAL - WFO's 030*	2	0
GENERAL - WFO's 031*	2	0
GENERAL - WFO's 032*	2	0
GENERAL - WFO's 033*	2	0
GENERAL - WFO's 034*	2	0
GENERAL - WFO's 035*	2	0
GENERAL - WFO's 036*	2	0
GENERAL - WFO's 037*	2	0
GENERAL - WFO's 038*	2	0
GENERAL - WFO's 039*	2	0
GENERAL - WFO's 040*	2	0
GENERAL - WFO's 041*	2	0
GENERAL - WFO's 042*	2	0
GENERAL - WFO's 043*	2	0
GENERAL - WFO's 044*	2	0
GENERAL - WFO's 045*	2	0
GENERAL - WFO's 046*	2	0
GENERAL - WFO's 047*	2	0
GENERAL - WFO's 048*	2	0
GENERAL - WFO's 049*	2	0
GENERAL - WFO's 050*	2	0
GENERAL - WFO's 051*	2	0
GENERAL - WFO's 052*	2	0
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GENERAL - WFO's 092*	2	0
GENERAL - WFO's 093*	2	0
GENERAL - WFO's 094*	2	0
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GENERAL - WFO's 097*	2	0
GENERAL - WFO's 098*	2	0
GENERAL - WFO's 099*	2	0
GENERAL - WFO's 100*	2	0

* KEY PERSONNEL - Resumes are

19

1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
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NDA Request		
Labor Category	NDA to Location	
	On	Off

NOTE: CLIN ORC (NDAPI) Program Analysis Staffing required under CLIN ORC must be available to commence 30 days after award. The remainder of the personnel must

Cost Rate
Off


CLIN 0005

CLIN 0005 - EARNED VALUE MANAG

Labor Category	WDA Days	
	WDA	WDA
PERSONNEL (WDA) (1)	1	1
PERSONNEL (WDA) (2)	2	2
PERSONNEL (WDA) (3)		
PERSONNEL (WDA) (4)		
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PERSONNEL (WDA) (99)		
PERSONNEL (WDA) (100)		

* KEY PERSONNEL - Resumes /

NOTE: CLIN 0005 (WDA,PH) STAFFING IS required under CLIN 0005 must be available to cover 30 days after award. The remainder of the personnel

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00007		3. EFFECTIVE DATE 08-Nov-2005	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	J	1 4
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100	CODE HQ0006	7. ADMINISTERED BY (If other than item 6) MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE	HQ0006
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECISIVE ANALYTICS CORPORATION KELLY MCCLELLAND 1235 SOUTH CLARK STREET SUITE 400 ARLINGTON VA 22202			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-F-0019		
			X 10B. DATED (SEE ITEM 13) 01-Jul-2004		
CODE 06CT8		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>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:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 Limitation of Government's Obligation					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
<p>The purpose of this modification is to deobligate \$76,798.25 from CLIN 0001; \$19,085.08 from CLIN 0005; \$114,552.80 from CLIN 0006; \$20,000 from CLIN 0008AA; \$104,233.92 from CLIN 0008AB; \$11,020.32 from CLIN 0008AC; \$6,933.46 from CLIN 0009AA; \$176.79 from CLIN 0009AB; \$29,689.27 from CLIN 0009AC; transfer \$0.03 from CLIN 0001 to CLIN 0002; and provide incremental funding in the amount of \$423,886.00 for CLIN 0109. As a result of the various funding changes, the overall funding on this task order was increased by \$41,396.11 from \$10,187,589.03 to \$10,228,985.14. This modification also corrects an administrative error on modification P00006.</p> <p>See pages 2 - 4 for details.</p>					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARC LESSER / CONTRACTING OFFICER, CTS TEL: 703-882-6428 EMAIL: marc.lesser@mda.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 22-Nov-2005

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE	PAGE OF PAGES
			J	1 4
2 AMENDMENT/MODIFICATION NO. P00007	3 EFFECTIVE DATE 08-Nov-2005	4 REQUISITION PURCHASE REQ NO SEE SCHEDULE	5 PROJECT NO (if applicable)	
6 ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE THE DEFENSE PENTAGON WASHINGTON DC 20301-7100	CODE HQ0006	7 ADMINISTERED BY (if other than item 6) MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006
8 NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EBC SIVE ANALYTICS CORPORATION KELLY MCCLELLAND 1235 SOUTH CLARK STREET SUITE 300 ARLINGTON VA 22202			9A AMENDMENT OF SOLICITATION NO.	
			9B DATED (SEE ITEM 11)	
			X 10A MOD OF CONTRACT ORDER NO. HQ0006-04-F-0019	
			X 10B DATED (SEE ITEM 13) 10-Jun-2004	
CODE: 06CT8	FACILITY CODE			
11 THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12 ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule				
13 THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED IN ITEM 14.				
A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D OTHER (Specify type of modification and authority) OFARS 252.232-7007 Limitation of Government's Obligation				
E IMPORTANT Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office				
F DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation-contract subject matter where feasible.) The purpose of this modification is to deobligate \$76,798.25 from CLIN 0001; \$19,085.08 from CLIN 0005; \$114,552.80 from CLIN 0006; \$20,000 from CLIN 0008AA; \$104,233.92 from CLIN 0008AB; \$11,020.32 from CLIN 0008AC; \$6,933.46 from CLIN 0009AA; \$176.79 from CLIN 0009AB; \$29,689.27 from CLIN 0009AC; transfer \$0.03 from CLIN 0001 to CLIN 0002; and provide incremental funding in the amount of \$423,886.00 for CLIN 0109. As a result of the various funding changes, the overall funding on this task order was increased by \$41,396.11 from \$10,167,589.03 to \$10,228,985.14. This modification also corrects an administrative error on modification P00006. See pages 2 - 4 for details.				
G All as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A NAME AND TITLE OF SIGNER (Type or print) Kelly McClelland, Director Bus Admin. Str. &...		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marc Lesser Contracting Officer		
15B CONTRACTOR OFFICER <i>[Signature]</i> Signature of person authorized to sign		16B UNITED STATES OF AMERICA BY <i>[Signature]</i> Signature of Contracting Officer		16C DATE SIGNED 11/22/05

EXCEPTION TO FAR 301.105-01 APPROVED BY OIRM 11-84
[Signature]

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$0.00 from \$13,600,817.06 (EST) to \$13,600,817.06 (EST).

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 010904

The CLIN description has changed from RESERVED to Incremental Funding for CLIN 0109.

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$41,396.11 from \$10,187,589.03 to \$10,228,985.14.

CLIN 0001:

AC: 9750400.2520 40603883C 2523 012123 BMDO0147005786 was decreased by \$76,798.28 from \$1,564,973.00 to \$1,488,174.72

CLIN 0002:

AC: 9750400.2520 40603883C 2523 012123 BMDO0147005786 was increased by \$0.03 from \$1,155,127.00 to \$1,155,127.03

CLIN 0005:

AC: 9750400.2520 40603883C 2523 012123 BMDO0147005786 was decreased by \$19,085.08 from \$894,829.20 to \$875,744.12

CLIN 0006:

AC: 9750400.2520 40603883C 2523 012123 BMDO0147005786 was decreased by \$114,552.80 from \$216,918.93 to \$102,366.13

SUBCLIN 0008AA:

AN: 9750400.2520 40603890C 2525 012123 BMDO0155730741 was decreased by \$20,000.00 from \$20,000.00 to \$0.00

SUBCLIN 0008AB:

AD: 9750400.2520 60901598C 2525 012123 BMDO0147086025 was decreased by \$104,233.92 from \$299,784.51 to \$195,550.59

SUBCLIN 0008AC:

AF: 9750400.2520 40603890C 2525 012123 BMDO0147356594 was decreased by \$11,020.32 from \$108,960.59 to \$97,940.27

SUBCLIN 0009AA:

AB: 9740400.2520 60901598C 2523 012123 BMDO0146674824 was decreased by \$6,933.46 from \$8,355.58 to \$1,422.12

SUBCLIN 0009AB:

AD: 9750400.2520 60901598C 2525 012123 BMDO0147086025 was decreased by \$176.79 from \$176.80 to \$0.01

SUBCLIN 0009AC:

AF: 9750400.2520 40603890C 2525 012123 BMDO0147356594 was decreased by \$29,689.27 from \$32,348.46 to \$2,659.19

SUBCLIN 010904:

AR: 9760400.2520 BM 2520 40603890C00 255Y MD6010408C0208 620204 S12135 was increased by \$423,886.00 from \$0.00 to \$423,886.00

The contract ACRN AR has been added.

Administrative correction to modification P00006: On page 9 of 11 of modification P00006 SUBCLIN 010903 incorrectly shows the incremental funding of \$50,000.00 as being applied to ACRN AR. This \$50,000.00 should be associated with ACRN AE. **SUBCLIN 010903 on modification P00006 should read as follows:**

SUBCLIN 010903:

AE: 9750400 25FF YL5 474X 020401 JR1300 59200 63889C 503000 F03000 was increased by \$50,000.00 from \$310,000.00 to \$360,000.00.

The following have been modified:

6. DFARS 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)
(Applicable to fixed price CLINs)

a. Contract line item(s) 0001 through 0003, 0005, 0008, 0109, and 0110 (and 0004 when applicable) (and respective CLINs for each option year) are incrementally funded. For these item(s), the sum of \$10,016,623.36 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 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 a 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 Convenience of the Government."

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

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

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

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


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

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

On execution of contract	\$ 1,992,000.00
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Incremental funding thereafter based on fiscal year availability of funds.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE	PAGE OF PAGES
				J	1 6
2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE 05-Jan-2006	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO (If applicable)		
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100	CODE HQ0006	7. ADMINISTERED BY (If other than item 6) MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECISIVE ANALYTICS CORPORATION KELLY MCCLELLAND 1235 SOUTH CLARK STREET SUITE 400 ARLINGTON VA 22202			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-F-0019	
			X	10B. DATED (SEE ITEM 13) 01-Jul-2004	
CODE 06CT8	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) FAR 252.232-7007 Limitation of Government's Obligation					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding for CLIN 0101 in the amount of \$500,000.00, CLIN 0102 in the amount of \$500,000.00, CLIN 0105 in the amount of \$400,000.00, CLIN 0106 in the amount of \$100,000.00, and CLIN 0108 in the amount of \$20,000.00. This modification also updates DFARS 252.232-7007. See pages 2 - 6 for details.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARC LESSER / CONTRACTING OFFICER, CTS TEL: 703-882-6428 EMAIL: marc.lesser@mda.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 06-Feb-2006

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 010102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010102	INCREMENTAL FUNDING CLIN 0101 FFP PURCHASE REQUEST NUMBER: DMXDJG60706, BASIC				
NET AMT					\$0.00
ACRN AS Funded Amount					\$500,000.00

FOB: Destination

SUBCLIN 010202 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010202	INCREMENTAL FUNDING FOR CLIN 0102 FFP PURCHASE REQUEST NUMBER: DMXDJG60707, BASIC				
NET AMT					\$0.00
ACRN AT Funded Amount					\$500,000.00

FOB: Destination

SUBCLIN 010502 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010502	INCREMENTAL FUNDING FOR CLIN 0105 FFP PURCHASE REQUEST NUMBER: DMXDJG60708, BASIC				

NET AMT	\$0.00
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ACRN AU Funded Amount	\$400,000.00
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FOB: Destination

SUBCLIN 010602 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010602	INCREMENTAL FUNDING FOR CLIN 0106 COST PURCHASE REQUEST NUMBER: DMXDJG60709, BASIC				

ESTIMATED COST	\$0.00
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ACRN AV Funded Amount	\$100,000.00
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FOB: Destination

SUBCLIN 010804 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010804	INCREMENTAL FUNDING FOR CLIN 0108 T&M PURCHASE REQUEST NUMBER: 50194, BASIC				

TOT ESTIMATED PRICE	\$0.00
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CEILING PRICE

ACRN AW Funded Amount	\$20,000.00
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FOB: Destination

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,520,000.00 from \$10,228,985.14 to \$11,748,985.14.

SUBCLIN 010102:

Funding on SUBCLIN 010102 is initiated as follows:

ACRN: AS

Acctng Data: 9760400.2520 6 BM 2520 40603889C00 2512 S12135 MD6060318C0706 620286

Increase: \$500,000.00

Total: \$500,000.00

SUBCLIN 010202:

Funding on SUBCLIN 010202 is initiated as follows:

ACRN: AT

Acctng Data: 9760400.2520 6 BM 2520 40603889C00 2512 S12135 MD6060318C0707 620286

Increase: \$500,000.00

Total: \$500,000.00

SUBCLIN 010502:

Funding on SUBCLIN 010502 is initiated as follows:

ACRN: AU

Acctng Data: 9760400.2520 6 BM 2520 40603889C00 2512 S12135 MD6060318C0708 620286

Increase: \$400,000.00

Total: \$400,000.00

SUBCLIN 010602:

Funding on SUBCLIN 010602 is initiated as follows:

ACRN: AV

Acctng Data: 9760400.2520 6 BM 2520 40603889C00 2512 S12135 MD6060318C0709 620286

Increase: \$100,000.00

Total: \$100,000.00

SUBCLIN 010804:

Funding on SUBCLIN 010804 is initiated as follows:

ACRN: AW

Acctng Data: 9750400.2520 5 BM 2520 40603890C00 252G S12135 MD5060319C0194 520336

Increase: \$20,000.00

Total: \$20,000.00

The following have been modified:

BSSP BOILERPLATE

14. DFARS 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)
(Applicable to fixed price CLINs)

a. Contract line item(s) 0001 through 0003, 0005, 0008, 0109, and 0110 (and 0004 when applicable) (and respective CLINs for each option year) are incrementally funded. For these item(s), the sum of \$11,298,623.86 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 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 a 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 Convenience of the Government."

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

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

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

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

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

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

On execution of contract	\$ 1,992,000.00
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Incremental funding thereafter based on fiscal year availability of funds.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	5
2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE 01-Mar-2006	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100	CODE HQ0006	7. ADMINISTERED BY (If other than item 6) MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE	HQ0006
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECISIVE ANALYTICS CORPORATION KELLY MCCLELLAND 1235 SOUTH CLARK STREET SUITE 400 ARLINGTON VA 22202			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-F-0019	
			X	10B. DATED (SEE ITEM 13) 01-Jul-2004	
CODE 06CT8	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 Limitation of Government's Obligation					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: nnheflin0688 The purpose of this modification is to provide incremental funding in the amount of \$1,495,001.32. See pages 2 - 5 for details.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARY POOLE / CONTRACTING OFFICER TEL: 703-693-1585 EMAIL: Mary.Poole@mda.mil		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Mary R. Poole</u> (Signature of Contracting Officer)		16C. DATE SIGNED 29-Mar-2006	
(Signature of person authorized to sign)					

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 010103 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010103	Incremental funding for CLIN 0101 FFP FOB: Destination				
NET AMT					\$0.00
ACRN AY CIN: DMXDJG503800001					\$195,248.13

SUBCLIN 010905 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010905	Incremental Funding for CLIN 0109 T&M FOB: Destination				
TOT ESTIMATED PRICE					\$0.00
CEILING PRICE					
ACRN BA CIN: F3RTE05305G00200001					\$354,753.19

SUBCLIN 011002 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
011002	Incremental funding for CLIN 0110 T&M FOB: Destination				
				TOT ESTIMATED PRICE	\$0.00
				CEILING PRICE	
	ACRN AZ CIN: DSAM602200001				\$45,000.00

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,495,001.32 from \$11,748,985.14 to \$13,243,986.46.

SUBCLIN 010102:

AS: 9760400.2520 6 BM 2520 40603889C00 2512 S12135 MD6060318C0706 620286 was increased by \$200,000.00 from \$500,000.00 to \$700,000.00

SUBCLIN 010103:

Funding on SUBCLIN 010103 is initiated as follows:

ACRN: AY

CIN: DMXDJG503800001

Acctng Data: 9750400.2520 5 BM 2520 40603882C00 2512 S12135 MD5060318C0380 5I0048

Increase: \$195,248.13

Total: \$195,248.13

SUBCLIN 010202:

AT: 9760400.2520 6 BM 2520 40603889C00 2512 S12135 MD6060318C0707 620286 was increased by \$400,000.00 from \$500,000.00 to \$900,000.00

SUBCLIN 010502:

AU: 9760400.2520 6 BM 2520 40603889C00 2512 S12135 MD6060318C0708 620286 was increased by \$300,000.00 from \$400,000.00 to \$700,000.00

SUBCLIN 010905:

Funding on SUBCLIN 010905 is initiated as follows:

ACRN: BA

CIN: F3RTE05305G00200001

Acctng Data: 9760400.25FF YL6 474X 020401 JR1300 59200 63889C 503000 F03000

Increase: \$354,753.19

Total: \$354,753.19

SUBCLIN 011002:

Funding on SUBCLIN 011002 is initiated as follows:

ACRN: AZ

CIN: DSAM602200001

Acctng Data: 97 60100.1120 00000 2506 2564 S49447 DSAM60220

Increase: \$45,000.00

Total: \$45,000.00

The following have been modified:

14. DFARS 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)
(Applicable to fixed price CLINs)

a. Contract line item(s) 0001 through 0003, 0005, 0008, 0109, and 0110 (and 0004 when applicable) (and respective CLINs for each option year) are incrementally funded. For these item(s), the sum of \$12,793,625.18 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 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 a 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 Convenience of the Government."

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

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

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

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

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

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

On execution of contract	\$ 1,992,000.00
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Incremental funding thereafter based on fiscal year availability of funds.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J	PAGE OF PAGES 1 15
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2. AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE 01-May-2006	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (if applicable)
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6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100	CODE HQ0006	7. ADMINISTERED BY (if other than item 6) MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100	CODE HQ0006
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8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECISIVE ANALYTICS CORPORATION KELLY MCCLELLAND 1235 SOUTH CLARK STREET SUITE 400 ARLINGTON VA 22202	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-F-0019
	X 10B. DATED (SEE ITEM 13) 01-Jul-2004

CODE **06CT8** FACILITY CODE

11 THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer is extended, is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: By Mutual Agreement, DFARS 252.232-7007, & the Exercise of Options Clause.
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Modification Control Number: **nhlooney06532**
 The purpose of this modification is to:
 (1) Incorporate a 10% reduction in the level of effort on CLINs 0101, 0102, 0105 (and subsequent option CLINs), effective 15 May 2006;
 (2) Add back the value of the 10% reduction in item (1) above for option periods 2 and 3 as Surge Support CLINs 0211, 0212, 0213, 0311, 0312, and 0313;
 (3) Increase the level of effort on CLINs 0110 and 0210, effective 1 May 2006;
 (4) Exercise the 2nd option period, CLINs 0201 through 0210 inclusive, effective 1 July 2006;
 (5) Add incremental funding in support of CLINs 0008, 0110, 0201, 0202, 0205, 0208, 0209, and 0210; and
 (6) Deobligate excess funding from CLIN 0105.

 See pages 2-15 for details

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Kelly McClelland, Director Business Administration	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Penelope B. Russell
15B. CONTRACTOR/OFFEROR Kelley Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA Penelope B Russell BY (Signature of Contracting Officer)
15C. DATE SIGNED 6/29/06	16C. DATE SIGNED 5 JUL 06

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$7,253,649.33 from \$13,600,817.06 (EST) to \$20,854,466.39 (EST).

SUPPLIES OR SERVICES AND PRICES

CLIN 0101

The CLIN extended description has changed;

From:

Services in support of MDA/DM Earned Value Management (EVM) Washington DC (WASH-DC) in accordance with the Statement of Objectives (SOO Para 3.2) (Attachment 1) to provide services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

For the period 1 Jul 05 - 30 Sep 05 provide the equivalent of 12 man-years (MY) of effort and services. For this three month period the contractor will invoice 36 manmonths at a unit price of (b)(4) for a total of (b)(4)

For the period 1 Oct 05 - 30 Jun 06 provide the equivalent of 11 man-years (MY) of effort and services. For this nine month period the contractor will invoice 99 manmonths at a unit price of (b)(4) for a total of (b)(4)

To:

Services in support of MDA/DM Earned Value Management (EVM) Washington DC (WASH-DC) in accordance with the Statement of Objectives (SOO Para 3.2) (Attachment 1) to provide services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

For the period 1 Jul 05 - 30 Sep 05 provide the equivalent of 12 man-years (MY) of effort and services. For this three month period the contractor will invoice 36 manmonths at a unit price of (b)(4) for a total of (b)(4)

For the period 1 Oct 05 - 15 May 06 provide the equivalent of 11 man-years (MY) of effort and services. For this 7.5 month period the contractor will invoice 82.5 manmonths at a unit price of (b)(4) for a total of (b)(4)

For the period 16 May 06 - 30 Jun 06 provide the equivalent of 10 man-years (MY) of effort and services. For this 1.5 month period the contractor will invoice 15 manmonths at a unit price of (b)(4) for a total of (b)(4)

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

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

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

CLIN 0102

The CLIN extended description has changed;

From:

Services in support of MDA/DM Program Analysis in accordance with the SOO (Para 3.3) (Attachment 1) to provide the equivalent of 9 MY of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

For the period 1 Jul 05 - 30 Sep 05 the contractor will invoice 27 manmonths at a unit price of (b)(4) for a total of (b)(4)

For the period 1 Oct 05 - 30 Jun 06 the contractor will invoice 81 manmonths at a unit price of (b)(4) for a total of (b)(4)

To:

Services in support of MDA/DM Program Analysis in accordance with the SOO (Para 3.3) (Attachment 1) to provide the equivalent of 9 MY of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

For the period 1 Jul 05 - 30 Sep 05 the contractor will invoice 27 manmonths at a unit price of (b)(4) for a total of (b)(4)

For the period 1 Oct 05 - 15 May 06 the contractor will invoice 67.5 manmonths at a unit price of (b)(4) for a total of (b)(4)

For the period 16 May 06 - 30 Jun 06 the contractor will invoice 12 manmonths at a unit price of (b)(4) for a total of (b)(4)

The pricing detail quantity has decreased by (b)(4) from (b)(4) to (b)(4)
 The unit price amount has increased by (b)(4) from (b)(4) to (b)(4)
 The total cost of this line item has decreased by (b)(4) from (b)(4) to (b)(4)

CLIN 0105

The CLIN extended description has changed;

From:

Services in support of MDA/DM EVM Huntsville in accordance with the SOO (Para 3.2) (Attachment 1) to provide services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

For the period 1 Jul 05 - 30 Sep 05 provide the equivalent of 9 man-years (MY) of effort and services. For this three month period the contractor will invoice 27 manmonths at a unit price of (b)(4) for a total of (b)(4)

For the period 1 Oct 05 - 30 Jun 06 provide the equivalent of 6 man-years (MY) of effort and services. For this nine month period the contractor will invoice 54 manmonths at a unit price of (b)(4) for a total of (b)(4)

To:

Services in support of MDA/DM EVM Huntsville in accordance with the SOO (Para 3.2) (Attachment 1) to provide services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

For the period 1 Jul 05 - 30 Sep 05 provide the equivalent of 9 man-years (MY) of effort and services. For this three month period the contractor will invoice 27 manmonths at a unit price of (b)(4) for a total of (b)(4)

For the period 1 Oct 05 - 15 May 06 provide the equivalent of 6 man-years (MY) of effort and services. For this 7.5 month period the contractor will invoice 45 manmonths at a unit price of (b)(4) for a total of (b)(4)

For the period 16 May 06 - 30 Jun 06 provide the equivalent of 5.5 man-years (MY) of effort and services. For this 1.5 month period the contractor will invoice 8.25 manmonths at a unit price of (b)(4) for a total of (b)(4)

The pricing detail quantity has decreased by (b)(4) from (b)(4) to (b)(4)
The unit price amount has decreased by (b)(4) from (b)(4) to (b)(4)
The total cost of this line item has decreased by (b)(4) from (b)(4) to (b)(4)

CLIN 0110

The CLIN extended description has changed;

From:

Services in support of OSD-ATL in accordance with the SOW (Attachment 1E) to provide the equivalent of 0.64 MY of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.

Job Classification	Est. Hours	Fixed Rate	Est. Total
Subject Matter Expert III	180 hrs	(b)(4)	(b)(4)
Program Analyst I	1020 hrs	(b)(4)	(b)(4)

Total Labor (b)(4)
Other Direct Costs (b)(4)
Estimated Total (b)(4)

To:

Services in support of OSD-ATL in accordance with the SOW (Attachment 1E) to provide the equivalent of 0.66 MY of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.

Job Classification	Est. Hours	Fixed Rate	Est. Total
Subject Matter Expert III	180 hrs	(b)(4)	(b)(4)
Program Analyst I	1020 hrs	(b)(4)	(b)(4)
Senior Systems Analyst	40 hrs	(b)(4)	(b)(4)

Total Labor (b)(4)
Other Direct Costs (b)(4)
Estimated Total (b)(4)

The pricing detail quantity has increased by (b)(4) from (b)(4) to (b)(4)
The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

CLIN 0201

The CLIN extended description has changed;

From:

Services in support of MDA/DM Earned Value Management (EVM) Washington DC (WASH-DC) in accordance with the Statement of Objectives (SOO Para 3.2) (Attachment 1) to provide the equivalent of 11 man-years (MY) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

To:

Services in support of MDA/DM Earned Value Management (EVM) Washington DC (WASH-DC) in accordance with the Statement of Objectives (SOO Para 3.2) (Attachment 1) to provide the equivalent of 10 man-years (MY) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

The pricing detail quantity has decreased by (b)(4) from (b)(4) to (b)(4)
The unit price amount has decreased by (b)(4) from (b)(4) to (b)(4)
The option status has changed from Option to Option Exercised.
The total cost of this line item has decreased by (b)(4) from (b)(4) to (b)(4)

CLIN 0202

The CLIN extended description has changed;

From:

Services in support of MDA/DM Program Analysis in accordance with the SOO (Para 3.3) (Attachment 1) to provide the equivalent of 9 MY of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

To:

Services in support of MDA/DM Program Analysis in accordance with the SOO (Para 3.3) (Attachment 1) to provide the equivalent of 8 MY of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

The pricing detail quantity has decreased by (b)(4) from (b)(4) to (b)(4)
The unit price amount has increased by (b)(4) from (b)(4) to (b)(4)
The option status has changed from Option to Option Exercised.
The total cost of this line item has decreased by (b)(4) from (b)(4) to (b)(4)

CLIN 0203

The option status has changed from Option to Option Exercised.

CLIN 0204

The option status has changed from Option to Option Exercised.

CLIN 0205

The CLIN extended description has changed;

From:

Services in support of MDA/DM EVM Huntsville in accordance with the SOO (Para 3.2) (Attachment 1) to provide the equivalent of 6 MY of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

To:

Services in support of MDA/DM EVM Huntsville in accordance with the SOO (Para 3.2) (Attachment 1) to provide the equivalent of 5.5 MY of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

The pricing detail quantity has decreased by [REDACTED] from [REDACTED] to [REDACTED]

The unit price amount has decreased by [REDACTED] from [REDACTED] to [REDACTED]

The option status has changed from Option to Option Exercised.

The total cost of this line item has decreased by [REDACTED] from [REDACTED] to [REDACTED]

CLIN 0206

The option status has changed from Option to Option Exercised.

CLIN 0207

The option status has changed from Option to Option Exercised.

CLIN 0208

The option status has changed from Option to Option Exercised.

SUBCLIN 020801

The CLIN description has changed;

From:

RESERVED

To:

Funding for CLIN 0208.

The option status has changed from Option to Option Exercised.

SUBCLIN 020802

The option status has changed from Option to Option Exercised.

CLIN 0209

The option status has changed from Option to Option Exercised.

SUBCLIN 020901

The CLIN description has changed;

From:

RESERVED

To:

Incremental Funding for CLIN 0209.

The option status has changed from Option to Option Exercised.

SUBCLIN 020902

The option status has changed from Option to Option Exercised.

CLIN 0210

The CLIN extended description has changed;

From:

Services in support of OSD-ATL in accordance with the SOW (Attachment 1E) to provide the equivalent of 0.64 MY of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.

Job Classification	Est Hrs	Fixed Rate	Est Total
Subject Matter Expert III	180 hrs		
Program Analyst I	1020 hrs		
Total Labor			
Other Direct Costs			
Estimated Total			

To:

Services in support of OSD-ATL in accordance with the SOW (Attachment 1E) to provide the equivalent of 0.8 MY of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.

Job Classification	Est Hrs	Fixed Rate	Est Total
Subject Matter Expert III	180 hrs		
Program Analyst I	1020 hrs		
Senior Systems Analyst	300 hrs		

Total Labor [REDACTED]

Other Direct Costs [REDACTED]

Estimated Total [REDACTED]

The pricing detail quantity has increased by [REDACTED] from [REDACTED] to [REDACTED]

The option status has changed from Option to Option Exercised.

The total cost of this line item has increased by [REDACTED] from [REDACTED] (EST) to [REDACTED] (EST).

SUBCLIN 021001

The CLIN description has changed;

From:

RESERVED

To:

Funding for CLIN 0210.

The option status has changed from Option to Option Exercised.

SUBCLIN 021002

The option status has changed from Option to Option Exercised.

SUBCLIN 021003

The option status has changed from Option to Option Exercised.

CLIN 0301

The CLIN extended description has changed;

From:

Services in support of MDA/DM Earned Value Management (EVM) Washington DC (WASH-DC) in accordance with the Statement of Objectives (SOO Para 3.2) (Attachment 1) to provide the equivalent of 11 man-years (MY) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

To:

Services in support of MDA/DM Earned Value Management (EVM) Washington DC (WASH-DC) in accordance with the Statement of Objectives (SOO Para 3.2) (Attachment 1) to provide the equivalent of 10 man-years (MY) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

The pricing detail quantity has decreased by [REDACTED] from [REDACTED] to [REDACTED]

The unit price amount has decreased by [REDACTED] from [REDACTED] to [REDACTED]

The total cost of this line item has decreased by [REDACTED] from [REDACTED] to [REDACTED]

CLIN 0302

The CLIN extended description has changed;

From:

Services in support of MDA/DM Program Analysis in accordance with the SOO (Para 3.3) (Attachment 1) to provide the equivalent of 9 MY of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

To:

Services in support of MDA/DM Program Analysis in accordance with the SOO (Para 3.3) (Attachment 1) to provide the equivalent of 8 MY of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

The pricing detail quantity has decreased by [redacted] from [redacted] to [redacted]
The unit price amount has increased by [redacted] from [redacted] to [redacted]
The total cost of this line item has decreased by [redacted] from [redacted] to [redacted]

CLIN 0305

The CLIN extended description has changed;

From:

Services in support of MDA/DM EVM Huntsville in accordance with the SOO (Para 3.2) (Attachment 1) to provide the equivalent of 6 MY of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

To:

Services in support of MDA/DM EVM Huntsville in accordance with the SOO (Para 3.2) (Attachment 1) to provide the equivalent of 5.5 MY of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

The pricing detail quantity has decreased by [redacted] from [redacted] to [redacted]
The unit price amount has decreased by [redacted] from [redacted] to [redacted]
The total cost of this line item has decreased by [redacted] from [redacted] to [redacted]

SUBCLIN 020101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020101	Funding for CLIN 0201 FFP FOB: Destination PURCHASE REQUEST NUMBER: DM9DJG50610BASIC				

NET AMT

ACRN BD
CIN: DM9DJG50610BASIC0001

SUBCLIN 020102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020102	Funding for CLIN 0201 FFP FOB: Destination PURCHASE REQUEST NUMBER: DM9DJG62891BASIC				
				NET AMT	
	ACRN BE CIN: DM9DJG62891BASIC0001				

SUBCLIN 020201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020201	Funding for CLIN 0202 FFP FOB: Destination PURCHASE REQUEST NUMBER: DM9DJG62890BASIC				
				NET AMT	
	ACRN BF CIN: DM9DJG62890BASIC0001				

SUBCLIN 020501 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020501	Funding for CLIN 0205 FFP FOB: Destination PURCHASE REQUEST NUMBER: DM9DJG62862BASIC				
				NET AMT	
	ACRN BG CIN: DM9DJG62862BASIC0001				

SUBCLIN 020601 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020601	Funding for CLIN 0206 COST FOB: Destination PURCHASE REQUEST NUMBER: DM9DJG62857BASIC				
				ESTIMATED COST	
	ACRN BH CIN: DM9DJG62857BASIC0001				

CLIN 0211 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0211	Surge Support for CLIN 0201 T&M FOB: Destination		Dollars, U.S.		
				TOT ESTIMATED PRICE	
				CEILING PRICE	

CLIN 0212 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0212	Surge Support for CLIN 0202 T&M FOB: Destination		Dollars, U.S.		
				TOT ESTIMATED PRICE	
				CEILING PRICE	

CLIN 0213 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0213			Dollars, U.S.		
	Surge Support for CLIN 0205				
	T&M				
	FOB: Destination				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

CLIN 0311 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0311			Dollars, U.S.		
OPTION	Surge Support for CLIN 0301				
	T&M				
	FOB: Destination				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

CLIN 0312 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0312			Dollars, U.S.		
	Surge Support for CLIN 0302				
	T&M				
	FOB: Destination				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

CLIN 0313 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0313	Surge Support for CLIN 0305 T&M FOB: Destination		Dollars, U.S.		
TOT ESTIMATED PRICE					
CEILING PRICE					

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,843,740.91 from \$13,243,986.46 to \$15,087,727.37.

CLIN 0006:

BB: 9750400.2520 5 BM 2520 40603883C00 2512 S12135 MD5060318C0442 510108 was increased by \$5,901.64 from \$0.00 to \$5,901.64
The contract ACRN BB has been added.

SUBCLIN 010502:

AU: 9760400.2520 6 BM 2520 40603889C00 2512 S12135 MD6060318C0708 620286 was decreased by \$230,632.25 from \$700,000.00 to \$469,367.75

SUBCLIN 011002:

AZ: 97 60100.1120 00000 2506 2564 S49447 DSAM60220 (CIN DSAM602200001) was increased by \$3,362.40 from \$45,000.00 to \$48,362.40

SUBCLIN 020101:

Funding on SUBCLIN 020101 is initiated as follows:

ACRN: BD

CIN: DM9DJG50610BASIC0001

Acctg Data: 9750400.2520 5 BM 2520 40603882C00 2512 S12135 MD5060318C0610 510048

Increase: \$467,357.52

Total: \$467,357.52

SUBCLIN 020102:

Funding on SUBCLIN 020102 is initiated as follows:

ACRN: BE

CIN: DM9DJG62891BASIC0001

Acctng Data: 9760400.2520 6 BM 2520 40603889C00 2512 S12135 MD6060318C2891 620286

Increase: \$275,000.00

Total: \$275,000.00

SUBCLIN 020201:

Funding on SUBCLIN 020201 is initiated as follows:

ACRN: BF

CIN: DM9DJG62890BASIC0001

Acctng Data: 9760400.2520 6 BM 2520 40603889C00 2512 S12135 MD6060318C2890 620286

Increase: \$600,000.00

Total: \$600,000.00

SUBCLIN 020501:

Funding on SUBCLIN 020501 is initiated as follows:

ACRN: BG

CIN: DM9DJG62862BASIC0001

Acctng Data: 9760400.2520 6 BM 2520 40603889C00 2512 S12135 MD6060318C2862 620286

Increase: \$350,000.00

Total: \$350,000.00

SUBCLIN 020601:

Funding on SUBCLIN 020601 is initiated as follows:

ACRN: BH

CIN: DM9DJG62857BASIC0001

Acctng Data: 9760400.2520 6 BM 2520 40603889C00 2512 S12135 MD6060318C2857 620286

Increase: \$60,000.00

Total: \$60,000.00

SUBCLIN 020801:

BJ: 9760400.2520 6 BM 2520 40603889C00 2512 S12135 MD6060319C2894 620289 was increased by \$30,000.00 from \$0.00 to \$30,000.00

The contract ACRN BJ has been added.

SUBCLIN 020901:

BC: 9760400.2520 6 BM 2520 40603890C00 2512 S12135 MD6010408C2312 620204 was increased by \$226,114.00 from \$0.00 to \$226,114.00

The contract ACRN BC has been added.

SUBCLIN 021001:

AZ: 97 60100.1120 00000 2506 2564 S49447 DSAM60220 was increased by \$56,637.60 from \$0.00 to \$56,637.60

The contract ACRN AZ has been added.

The following have been modified:

BSSP BOILERPLATE

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

(Applicable to fixed price CLINs)

a. Contract line item(s) 0001 through 0003, 0005, 0008, 0109, and 0110 (and 0004 when applicable) (and respective CLINs for each option year) are incrementally funded. For these item(s), the sum of [REDACTED] 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.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	2. PAGE OF PAGES
				J	1 15
2. AMENDMENT/MODIFICATION NO. P00010		3. EFFECTIVE DATE 01-May-2006	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)
6. ISSUED BY CODE MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		HQ0006	7. ADMINISTERED BY (if other than Item 6) CODE MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		HQ0006
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECISIVE ANALYTICS CORPORATION KELLY MCCLELLAND 1736 SOUTH CLARK STREET SUITE 400 ARLINGTON VA 22202				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-F-0019	
				X 10B. DATED (SEE ITEM 13) 01-Jul-2004	
CODE: 08CTB		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>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:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, 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: By Mutual Agreement, DFARS 252.232-7007, & the Exercise of Options Clause.					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: rhlooney06532 The purpose of this modification is to: (1) Incorporate a 10% reduction in the level of effort on CLINs 0101, 0102, 0105 (and subsequent option CLINs), effective 15 May 2006; (2) Add back the value of the 10% reduction in Item (1) above for option periods 2 and 3 as Surge Support CLINs 0211, 0212, 0213, 0311, 0312, and 0313; (3) Increase the level of effort on CLINs 0110 and 0210, effective 1 May 2006; (4) Exercise the 2nd option period, CLINs 0201 through 0210 inclusive, effective 1 July 2006; (5) Add incremental funding in support of CLINs 0006, 0110, 0201, 0202, 0205, 0208, 0209, and 0210; and (6) Decobligate excess funding from CLIN 0105. See pages 2-15 for details					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as herein changed, remain unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Kelly McClelland, Director Business Administration			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Penelope B. Russell TEL: 703-862-6628 EMAIL: Penelope.Russell@mda.mil		
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> Signature of person authorized to sign		15C. DATE SIGNED 6/29/06	16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)		16C. DATE SIGNED 5 JUL 06

EXCEPTION TO SF 30
APPROVED BY ORM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$7,253,649.33 from \$13,600,817.06 (EST) to \$20,854,466.39 (EST).

SUPPLIES OR SERVICES AND PRICES

CLIN 0101

The CLIN extended description has changed;

From:

Services in support of MDA/DM Earned Value Management (EVM) Washington DC (WASH-DC) in accordance with the Statement of Objectives (SOO Para 3.2) (Attachment 1) to provide services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

For the period 1 Jul 05 - 30 Sep 05 provide the equivalent of 12 man-years (MY) of effort and services. For this three month period the contractor will invoice 36 manmonths at a unit price of \$16,801.41 for a total of \$604,850.76.

For the period 1 Oct 05 - 30 Jun 06 provide the equivalent of 11 man-years (MY) of effort and services. For this nine month period the contractor will invoice 99 manmonths at a unit price of \$17,274.99 for a total of \$1,710,224.01.

To:

Services in support of MDA/DM Earned Value Management (EVM) Washington DC (WASH-DC) in accordance with the Statement of Objectives (SOO Para 3.2) (Attachment 1) to provide services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

For the period 1 Jul 05 - 30 Sep 05 provide the equivalent of 12 man-years (MY) of effort and services. For this three month period the contractor will invoice 36 manmonths at a unit price of \$16,801.41 for a total of \$604,850.76.

For the period 1 Oct 05 - 15 May 06 provide the equivalent of 11 man-years (MY) of effort and services. For this 7.5 month period the contractor will invoice 82.5 manmonths at a unit price of \$17,274.99 for a total of \$1,554,749.10.

For the period 16 May 06 - 30 Jun 06 provide the equivalent of 10 man-years (MY) of effort and services. For this 1.5 month period the contractor will invoice 15 manmonths at a unit price of \$17,116.14 for a total of \$256,742.10.

The pricing detail quantity has decreased by [1.50] from [135.00] to [133.50].
The unit price amount has decreased by \$19.27 from \$17,148.70 to \$17,129.43.
The total cost of this line item has decreased by \$28,295.33 from \$2,315,074.87 to \$2,286,779.54.

CLIN 0102

The CLIN extended description has changed;

From:

Services in support of MDA/DM Program Analysis in accordance with the SOO (Para 3.3) (Attachment 1) to provide the equivalent of 9 MY of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

For the period 1 Jul 05 - 30 Sep 05 the contractor will invoice 27 manmonths at a unit price of ~~[\$16,679.60]~~ for a total of ~~[\$450,349.20].~~

For the period 1 Oct 05 - 30 Jun 06 the contractor will invoice 81 manmonths at a unit price of ~~[\$17,656.72]~~ for a total of ~~[\$1,430,194.32].~~

To:

Services in support of MDA/DM Program Analysis in accordance with the SOO (Para 3.3) (Attachment 1) to provide the equivalent of 9 MY of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

For the period 1 Jul 05 - 30 Sep 05 the contractor will invoice 27 manmonths at a unit price of ~~[\$16,679.60]~~ for a total of ~~[\$450,349.20].~~

For the period 1 Oct 05 - 15 May 06 the contractor will invoice 67.5 manmonths at a unit price of ~~[\$17,656.72]~~ for a total of ~~[\$1,191,828.60].~~

For the period 16 May 06 - 30 Jun 06 the contractor will invoice 12 manmonths at a unit price of ~~[\$17,904.95]~~ for a total of ~~[\$214,859.40].~~

The pricing detail quantity has decreased by ~~[1.50]~~ from ~~[108.00]~~ to ~~[106.50].~~

The unit price amount has increased by ~~[\$24.53]~~ from ~~[\$17,412.44]~~ to ~~[\$17,436.97].~~

The total cost of this line item has decreased by ~~[\$23,506.74]~~ from ~~\$1,880,543.94~~ to ~~[\$1,857,037.20].~~

CLIN 0105

The CLIN extended description has changed;

From:

Services in support of MDA/DM EVM Huntsville in accordance with the SOO (Para 3.2) (Attachment 1) to provide services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

For the period 1 Jul 05 - 30 Sep 05 provide the equivalent of 9 man-years (MY) of effort and services. For this three month period the contractor will invoice 27 manmonths at a unit price of ~~[\$14,561.19]~~ for a total of ~~[\$393,152.13].~~

For the period 1 Oct 05 - 30 Jun 06 provide the equivalent of 6 man-years (MY) of effort and services. For this nine month period the contractor will invoice 54 manmonths at a unit price of ~~[\$15,855.84]~~ for a total of ~~[\$856,215.36].~~

To:

Services in support of MDA/DM EVM Huntsville in accordance with the SOO (Para 3.2) (Attachment 1) to provide services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

For the period 1 Jul 05 - 30 Sep 05 provide the equivalent of 9 man-years (MY) of effort and services. For this three month period the contractor will invoice 27 manmonths at a unit price of ~~14,561.19~~ for a total of ~~393,152.13~~.

For the period 1 Oct 05 - 15 May 06 provide the equivalent of 6 man-years (MY) of effort and services. For this 7.5 month period the contractor will invoice 45 manmonths at a unit price of ~~15,855.87~~ for a total of ~~713,494.80~~.

For the period 16 May 06 - 30 Jun 06 provide the equivalent of 5.5 man-years (MY) of effort and services. For this 1.5 month period the contractor will invoice 8.25 manmonths at a unit price of ~~15,616.84~~ for a total of ~~128,838.93~~.

The pricing detail quantity has decreased by ~~0.73~~ from ~~81.00~~ to ~~80.25~~
The unit price amount has decreased by ~~28.83~~ from ~~15,424.29~~ to ~~15,395.46~~
The total cost of this line item has decreased by ~~13,881.89~~ from ~~1,249,367.75~~ to ~~1,235,485.86~~

CLIN 0110

The CLIN extended description has changed;

From:

Services in support of OSD-ATL in accordance with the SOW (Attachment 1E) to provide the equivalent of 0.64 MY of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.

Job Classification	Est. Hours	Fixed Rate	Est. Total
Subject Matter Expert III	180 hrs	169.25	30,465.00
Program Analyst I	1020 hrs	60.10	61,302.00

Total Labor ~~91,767.00~~
Other Direct Costs ~~3,807.00~~
Estimated Total ~~95,574.00~~

To:

Services in support of OSD-ATL in accordance with the SOW (Attachment 1E) to provide the equivalent of 0.66 MY of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.

Job Classification	Est. Hours	Fixed Rate	Est. Total
Subject Matter Expert III	180 hrs	169.25	30,465.00
Program Analyst I	1020 hrs	60.10	61,302.00
Senior Systems Analyst	40 hrs	84.06	3,362.40

Total Labor ~~95,129.40~~
Other Direct Costs ~~3,807.00~~
Estimated Total ~~98,936.40~~

The pricing detail quantity has increased by [3,362.40] from [95,574.00] to [98,936.40.]
The total cost of this line item has increased by [\$3,362.40] from [\$95,574.00] to [\$98,936.40.]

CLIN 0201

The CLIN extended description has changed;

From: Services in support of MDA/DM Earned Value Management (EVM) Washington DC (WASH-DC) in accordance with the Statement of Objectives (SOO Para 3.2) (Attachment 1) to provide the equivalent of 11 man-years (MY) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

To: Services in support of MDA/DM Earned Value Management (EVM) Washington DC (WASH-DC) in accordance with the Statement of Objectives (SOO Para 3.2) (Attachment 1) to provide the equivalent of 10 man-years (MY) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

The pricing detail quantity has decreased by [2.00] from [132.00] to [120.00.]
The unit price amount has decreased by [\$176.44] from [\$17,657.14] to [\$17,480.70.]
The option status has changed from Option to Option Exercised.
The total cost of this line item has decreased by [\$233,058.48] from [\$2,330,742.48] to [\$2,097,684.00.]

CLIN 0202

The CLIN extended description has changed;

From: Services in support of MDA/DM Program Analysis in accordance with the SOO (Para 3.3) (Attachment 1) to provide the equivalent of 9 MY of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

To: Services in support of MDA/DM Program Analysis in accordance with the SOO (Para 3.3) (Attachment 1) to provide the equivalent of 8 MY of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

The pricing detail quantity has decreased by [2.00] from [108.00] to [96.00.]
The unit price amount has increased by [\$228.37] from [\$18,211.02] to [\$18,439.39.]
The option status has changed from Option to Option Exercised.
The total cost of this line item has decreased by [\$196,609.23] from [\$1,966,790.23] to [\$1,770,181.00.]

CLIN 0203

The option status has changed from Option to Option Exercised.

CLIN 0204

The option status has changed from Option to Option Exercised.

CLIN 0205

The CLIN extended description has changed;

From: Services in support of MDA/DM EVM Huntsville in accordance with the SOO (Para 3.2) (Attachment 1) to provide the equivalent of 6 MY of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

To: Services in support of MDA/DM EVM Huntsville in accordance with the SOO (Para 3.2) (Attachment 1) to provide the equivalent of 5.5 MY of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

The pricing detail quantity has decreased by 6.00 from 72.00 to 66.00.
The unit price amount has decreased by \$288.97 from \$15,883.74 to \$15,594.85.
The option status has changed from Option to Option Exercised.
The total cost of this line item has decreased by \$114,370.43 from \$1,143,630.43 to \$1,029,260.00.

CLIN 0206

The option status has changed from Option to Option Exercised.

CLIN 0207

The option status has changed from Option to Option Exercised.

CLIN 0208

The option status has changed from Option to Option Exercised.

SUBCLIN 020801

The CLIN description has changed;

From: RESERVED

To: Funding for CLIN 0208.

The option status has changed from Option to Option Exercised.

SUBCLIN 020802

The option status has changed from Option to Option Exercised.

CLIN 0209

The option status has changed from Option to Option Exercised.

SUBCLIN 020901

The CLIN description has changed;

From: RESERVED

To: Incremental Funding for CLIN 0209.

The option status has changed from Option to Option Exercised.

SUBCLIN 020902

The option status has changed from Option to Option Exercised.

CLIN 0210

The CLIN extended description has changed;

From:

Services in support of OSD-ATL in accordance with the SOW (Attachment 1E) to provide the equivalent of 0.64 MY of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.

Job Classification	Est Hrs	Fixed Rate	Est Total
Subject Matter Expert III	180 hrs	[\$176.02]	[\$31,683.60 \$63,760.20]
Program Analyst I	1020 hrs	[\$62.51]	
Total Labor		[\$95,443.80]	
Other Direct Costs		[\$7,766.00]	
Estimated Total		[\$103,209.80]	

To:

Services in support of OSD-ATL in accordance with the SOW (Attachment 1E) to provide the equivalent of 0.8 MY of effort and services on an as-required basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5d) and the Management Plan (Attachment 8). The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to provide the necessary support substantially as follows noting the hours are an estimate and thus variable. The rate is fixed.

Job Classification	Est Hrs	Fixed Rate	Est Total
Subject Matter Expert III	180 hrs	[\$176.02]	[\$31,683.60 \$63,760.20 \$26,226.00]
Program Analyst I	1020 hrs	[\$62.51]	
Senior Systems Analyst	300 hrs	[\$87.42]	

Total Labor [\$121,669.80]
Other Direct Costs [\$7,766.00]
Estimated Total [\$129,435.80]

The pricing detail quantity has increased by [26,226.00] from [103,209.80] to [129,435.80]
The option status has changed from Option to Option Exercised.
The total cost of this line item has increased by [\$26,226.00] from [\$103,209.80] (EST) to [\$129,435.80] (EST).

SUBCLIN 021001

The CLIN description has changed;

From:

RESERVED

To:

Funding for CLIN 0210.

The option status has changed from Option to Option Exercised.

SUBCLIN 021002

The option status has changed from Option to Option Exercised.

SUBCLIN 021003

The option status has changed from Option to Option Exercised.

CLIN 0301

The CLIN extended description has changed;

From:

Services in support of MDA/DM Earned Value Management (EVM) Washington DC (WASH-DC) in accordance with the Statement of Objectives (SOO Para 3.2) (Attachment 1) to provide the equivalent of 11 man-years (MY) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

To:

Services in support of MDA/DM Earned Value Management (EVM) Washington DC (WASH-DC) in accordance with the Statement of Objectives (SOO Para 3.2) (Attachment 1) to provide the equivalent of 10 man-years (MY) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

The pricing detail quantity has decreased by [12.00] from [132.00] to [120.00]
The unit price amount has decreased by [\$178.49] from [\$18,218.58] to [\$18,040.09]
The total cost of this line item has decreased by [\$240,041.41] from [\$2,404,852.41] to [\$2,164,811.00]

CLIN 0302

The CLIN extended description has changed;

From: Services in support of MDA/DM Program Analysis in accordance with the SOO (Para 3.3) (Attachment 1) to provide the equivalent of 9 MY of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

To: Services in support of MDA/DM Program Analysis in accordance with the SOO (Para 3.3) (Attachment 1) to provide the equivalent of 8 MY of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

The pricing detail quantity has decreased by [12.00] from [108.00] to [96.00]
The unit price amount has increased by [236.54] from [18,939.43] to [19,175.97].
The total cost of this line item has decreased by [204,565.78] from [2,045,458.78] to [1,840,893.00].

CLIN 0305

The CLIN extended description has changed;

From: Services in support of MDA/DM EVM Huntsville in accordance with the SOO (Para 3.2) (Attachment 1) to provide the equivalent of 6 MY of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

To: Services in support of MDA/DM EVM Huntsville in accordance with the SOO (Para 3.2) (Attachment 1) to provide the equivalent of 5.5 MY of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

The pricing detail quantity has decreased by [6.00] from [72.00] to [66.00]
The unit price amount has decreased by [297.57] from [16,359.80] to [16,062.23].
The total cost of this line item has decreased by [117,798.63] from [1,177,905.63] to [1,060,107.00].

SUBCLIN 020101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020101	Funding for CLIN 0201 FFP FOB: Destination PURCHASE REQUEST NUMBER: DM9DJG50610BASIC				

NET AMT [30.00]

[467,357.52]

ACRN BD
CIN: DM9DJG50610BASIC0001

SUBCLIN 020102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020102	Funding for CLIN 0201 FFP FOB: Destination PURCHASE REQUEST NUMBER: DM9DJG62891BASIC				
				NET AMT	{ \$0.00 }
	ACRN BE CIN: DM9DJG62891BASIC0001				{ \$275,000.00 }

SUBCLIN 020201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020201	Funding for CLIN 0202 FFP FOB: Destination PURCHASE REQUEST NUMBER: DM9DJG62890BASIC				
				NET AMT	{ \$0.00 }
	ACRN BF CIN: DM9DJG62890BASIC0001				{ \$600,000.00 }

SUBCLIN 020501 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020501	Funding for CLIN 0205 FFP FOB: Destination PURCHASE REQUEST NUMBER: DM9DJG62862BASIC				
				NET AMT	{ \$0.00 }
	ACRN BG CIN: DM9DJG62862BASIC0001				{ \$350,000.00 }

SUBCLIN 020601 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020601	Funding for CLIN 0206 COST FOB: Destination PURCHASE REQUEST NUMBER: DM9DJG62857BASIC				
				ESTIMATED COST	[\$0.00]
					[\$60,000.00]
	ACRN BH CIN: DM9DJG62857BASIC0001				

CLIN 0211 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0211	Surge Support for CLIN 0201 T&M FOB: Destination	[233,058.48]	Dollars, U.S.	[\$1.00]	[\$233,058.48]
				TOT ESTIMATED PRICE	[\$233,058.48]
				CEILING PRICE	

CLIN 0212 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0212	Surge Support for CLIN 0202 T&M FOB: Destination	[196,609.23]	Dollars, U.S.	[\$1.00]	[\$196,609.23]
				TOT ESTIMATED PRICE	[\$196,609.23]
				CEILING PRICE	

CLIN 0213 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0213		[114,370.43]	Dollars, U.S.	[\$1.00]	[\$114,370.43]
	Surge Support for CLIN 0205				
	T&M				
	FOB: Destination				
				TOT ESTIMATED PRICE	[\$114,370.43]
				CEILING PRICE	

CLIN 0311 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0311		[240,041.41]	Dollars, U.S.	[\$1.00]	[\$240,041.41]
	Surge Support for CLIN 0301				
	T&M				
	FOB: Destination				
				TOT ESTIMATED PRICE	[\$240,041.41]
				CEILING PRICE	

CLIN 0312 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0312		[204,565.78]	Dollars, U.S.	[\$1.00]	[\$204,565.78]
	Surge Support for CLIN 0302				
	T&M				
	FOB: Destination				
				TOT ESTIMATED PRICE	[\$204,565.78]
				CEILING PRICE	

CLIN 0313 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0313		{117,798.63}	Dollars, U.S.	{\$1.00}	{\$117,798.63}
	Surge Support for CLIN 0305 T&M FOB: Destination				
				TOT ESTIMATED PRICE CEILING PRICE	{ \$117,798.63 }

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,843,740.91 from \$13,243,986.46 to \$15,087,727.37.

CLIN 0006:

BB: 9750400.2520 5 BM 2520 40603883C00 2512 S12135 MD5060318C0442 510108 was increased by \$5,901.64 from \$0.00 to \$5,901.64
The contract ACRN BB has been added.

SUBCLIN 010502:

AU: 9760400.2520 6 BM 2520 40603889C00 2512 S12135 MD6060318C0708 620286 was decreased by \$230,632.25 from \$700,000.00 to \$469,367.75

SUBCLIN 011002:

AZ: 97 60100.1120 00000 2506 2564 S49447 DSAM60220 (CIN DSAM602200001) was increased by \$3,362.40 from \$45,000.00 to \$48,362.40

SUBCLIN 020101:

Funding on SUBCLIN 020101 is initiated as follows:

ACRN: BD

CIN: DM9DJG50610BASIC0001

Acctng Data: 9750400.2520 5 BM 2520 40603882C00 2512 S12135 MD5060318C0610 510048

Increase: \$467,357.52

Total: \$467,357.52

SUBCLIN 020102:
Funding on SUBCLIN 020102 is initiated as follows:

ACRN: BE

CIN: DM9DJG62891BASIC0001

Acctng Data: 9760400.2520 6 BM 2520 40603889C00 2512 S12135 MD6060318C2891 620286

Increase: \$275,000.00

Total: \$275,000.00

SUBCLIN 020201:
Funding on SUBCLIN 020201 is initiated as follows:

ACRN: BF

CIN: DM9DJG62890BASIC0001

Acctng Data: 9760400.2520 6 BM 2520 40603889C00 2512 S12135 MD6060318C2890 620286

Increase: \$600,000.00

Total: \$600,000.00

SUBCLIN 020501:
Funding on SUBCLIN 020501 is initiated as follows:

ACRN: BG

CIN: DM9DJG62862BASIC0001

Acctng Data: 9760400.2520 6 BM 2520 40603889C00 2512 S12135 MD6060318C2862 620286

Increase: \$350,000.00

Total: \$350,000.00

SUBCLIN 020601:
Funding on SUBCLIN 020601 is initiated as follows:

ACRN: BH

CIN: DM9DJG62857BASIC0001

Acctng Data: 9760400.2520 6 BM 2520 40603889C00 2512 S12135 MD6060318C2857 620286

Increase: \$60,000.00

Total: \$60,000.00

SUBCLIN 020801:

BJ: 9760400.2520 6 BM 2520 40603889C00 2512 S12135 MD6060319C2894 620289 was increased by \$30,000.00 from \$0.00 to \$30,000.00
The contract ACRN BJ has been added.

SUBCLIN 020901:

BC: 9760400.2520 6 BM 2520 40603890C00 2512 S12135 MD6010408C2312 620204 was increased by \$226,114.00 from \$0.00 to \$226,114.00
The contract ACRN BC has been added.

SUBCLIN 021001:

AZ: 97 60100.1120 00000 2506 2564 S49447 DSAM60220 was increased by \$56,637.60 from \$0.00 to \$56,637.60
The contract ACRN AZ has been added.

The following have been modified:

BSSP BOILERPLATE

14. DFARS 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)
(Applicable to fixed price CLINs)

a. Contract line item(s) 0001 through 0003, 0005, 0008, 0109, and 0110 (and 0004 when applicable) (and respective CLINs for each option year) are incrementally funded. For these item(s), the sum of \$14,709,464.45 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.

(End of Summary of Changes)