

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 39	
2. CONTRACT NO. GS-10F-0364N		3. AWARD/EFFECTIVE DATE 01-Jun-2005		4. ORDER NUMBER HQ0006-05-F-0008-P00020		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY  MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 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"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561210 SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING  14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  <b>SEE ITEM 9</b>			
17a. CONTRACTOR/OFFEROR  ENGINEERING MANAGEMENT CONCEPTS, INC KRIS GARDNER 295 WILLIS DRIVE SUITE B CAMARILLO CA 93010  TEL. 805-484-9082		CODE 1DB04  FACILITY CODE 1DB04		18a. PAYMENT WILL BE MADE BY  OFAS - INDIANAPOLIS CENTER ATTN: VENDOR PAY DEPARTMENT 3800 8899 EAST 56TH STREET INDIANAPOLIS IN 46249-3800			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$36,805,842.84</b>	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
				<i>Penelope B Russell</i>		26-May-2005	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  PENELOPE B. RUSSELL / CONTRACTING OFFICER  TEL: 703-882-6526 EMAIL: Penelope.Russell@mda.mil			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 39	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
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: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)				
		42b. RECEIVED AT (Location)				
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE				

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STANDARD FORM 1449 (REV 4/2002) BACK  
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FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Services in support of MDA/DOI.</p> <p>T&amp;M</p> <p>Services in support of MDA/DOI in accordance with the Statement of Work (SOW Paragraph 4.0) (Attachment 1) on a monthly basis for a period of 12 months and in accordance with TEAM EMC proposal dated March 4, 2004, which is hereby incorporated into this document with the same force and effect as if included in full text. (CLIN effort was performed and funded under Minerals Management Service Gov Works Order No. 35531.)</p> <p>CLIN Ceiling Amount: \$9,716,009.19</p> <p>FOB: Destination</p>		Labor Hours		
TOT ESTIMATED PRICE					\$0.00
CEILING PRICE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>Other Direct Costs (ODC)</p> <p>COST</p> <p>ODCs to support CLIN 0001 in accordance with the SOW (Attachment 1). (CLIN effort was performed and funded under Minerals Management Service Gov Works Order No. 35531.)</p> <p>CLIN Ceiling Amount: \$204,422.12</p> <p>FOB: Destination</p>		Dollars, U.S.		
ESTIMATED COST					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0003

Contract Data Requirements List (CDRL)

FFP

Provide data and reports for CLIN 0001 in accordance with the CDRL, DD Form 1423-1. (CLIN effort was performed and funded under Minerals Management Service Gov Works Order No. 35531.) NOT SEPARATELY PRICED (NSP)  
FOB: Destination

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0101

(b)(4)

Labor  
Hours

(b)(4)

\$10,222,436.90

EXERCISED  
OPTION

Services in support of MDA/DOI.

T&amp;M

Services in support of MDA/DOI in accordance with the Statement of Work (SOW Paragraph 4.0) (Attachment 1) on a monthly basis for a period of 12 months and in accordance with TEAM EMC proposal dated March 4, 2004 and EMC proposal dated August 29, 2005, which are hereby incorporated into this document with the same force and effect as if included in full text.

FOB: Destination

TOT ESTIMATED PRICE

\$10,222,436.90

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010101	Funding for CLIN 0101 T&M FOB: Destination PURCHASE REQUEST NUMBER: 59568 AMEND 1				
				TOT ESTIMATED PRICE	\$0.00
				CEILING PRICE	
	ACRN AA				\$6,752,888.07

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010102	Funding for CLIN 0101. T&M FOB: Destination PURCHASE REQUEST NUMBER: DMXDJG60701, BASIC (REVISED)				
				TOT ESTIMATED PRICE	\$0.00
				CEILING PRICE	
	ACRN AC				\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010103	Funding for CLIN 0101. T&M FOB: Destination PURCHASE REQUEST NUMBER: DMXDJG50317, BASIC				
				TOT ESTIMATED PRICE	\$0.00
				CEILING PRICE	
	ACRN AD				\$2,050,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010104	Funding for CLIN 0101. T&M FOB: Destination PURCHASE REQUEST NUMBER: IM9DJG62257 BASIC				
				TOT ESTIMATED PRICE	\$0.00
				CEILING PRICE	
	ACRN AJ				\$500,000.00
	CIN: IM9DJG622570101				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010105	Funding for CLIN 0101. T&M FOB: Destination PURCHASE REQUEST NUMBER: IM9ACE63203 PARTIAL NO. 01				
				TOT ESTIMATED PRICE	\$0.00
				CEILING PRICE	
	ACRN AL				\$6,523.91
	CIN: IM9ACE632030101				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102			Dollars, U.S.		
EXERCISED OPTION	Other Direct Costs (ODC) COST ODCs to support CLIN 0101 in accordance with the SOW (Attachment I). FOB: Destination				
				ESTIMATED COST	\$300,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010201	Funding for CLIN 0102 COST FOB: Destination PURCHASE REQUEST NUMBER: 59569 AMEND 1				
				ESTIMATED COST	\$0.00
	ACRN AB				\$140,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010202	Funding for CLIN 0102. COST FOB: Destination PURCHASE REQUEST NUMBER: DMXDJG50319, BASIC				
				ESTIMATED COST	\$0.00
	ACRN AE				\$70,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010203	Funding for CLIN 0102. COST FOB: Destination PURCHASE REQUEST NUMBER: IM9DJG62258 AMEND 2	•			
				ESTIMATED COST	\$0.00
	ACRN AK CIN: IM9DJG622580102				\$27,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103				\$0.00	\$0.00
EXERCISED OPTION	Contract Data Requirements List (CDRL) FFP Provide data and reports for CLINs 0101 and 0102 in accordance with the CDRL, DD Form 1423-1, PRICED (NSP) FOB: Destination			NOT SEPARATELY	

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201		(b)(4)	Labor Hours	(b)(4)	\$10,516,086.66
EXERCISED OPTION	Services in support of MDA/DOI. T&M Services in support of MDA/DOI in accordance with the Statement of Work (SOW Paragraph 4.0) (Attachment 1) on a monthly basis for a period of 12 months and in accordance with TEAM EMC proposal dated March 4, 2004 and EMC proposals dated August 29, 2005, January 29, 2007, and March 7, 2007 which are hereby incorporated into this document with the same force and effect as if included in full text. FOB: Destination				

TOT ESTIMATED PRICE	\$10,516,086.66
CEILING PRICE	



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020101	Funding for CLIN 0201. T&M FOB: Destination PURCHASE REQUEST NUMBER: IM9DJG62127 PARTIAL NO 02				
				TOT ESTIMATED PRICE	\$0.00
				CEILING PRICE	
	ACRN AF CIN: 00000000000000000000000000000000				\$4,739,665.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020102	Funding for CLIN 0201. T&M FOB: Destination PURCHASE REQUEST NUMBER: IM9DJG50383 BASIC				
				TOT ESTIMATED PRICE	\$0.00
				CEILING PRICE	
	ACRN AG CIN: 00000000000000000000000000000000				\$905,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020103	Funding for CLIN 0201. T&M FOB: Destination PURCHASE REQUEST NUMBER: IM9AAK63641 PARTIAL NO. 00				
				TOT ESTIMATED PRICE	\$0.00
				CEILING PRICE	
	ACRN AM CIN: IM9AAK63641PARTIAL000201				\$1,000,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020104	Funding for CLIN 0201. T&M FOB: Destination PURCHASE REQUEST NUMBER: DO9AAK70928 PARTIAL NO. 01				
				TOT ESTIMATED PRICE	\$0.00
				CEILING PRICE	
	ACRN AN CIN: DO9AAK70928PARTIAL000001				\$3,871,421.66

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202			Dollars, U.S.		
EXERCISED OPTION	Other Direct Costs (ODC) COST ODCs to support CLIN 0201 in accordance with the SOW (Attachment 1). FOB: Destination				
				ESTIMATED COST	\$392,335.49

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020201	Funding for CLIN 0202. COST FOB: Destination PURCHASE REQUEST NUMBER: IM9DJG62129 BASIC				
				ESTIMATED COST	\$0.00
	ACRN AH CIN: 00000000000000000000000000000000				\$300,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020202	Funding for CLIN 0202. COST FOB: Destination PURCHASE REQUEST NUMBER: DO9OS971924 PARTIAL NO. 02				
				ESTIMATED COST	\$0.00
	ACRN AR CIN: DO9OS971924PARTIAL000001				\$102,335.49

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020203	Incremental Funding FFP FOB: Destination				
				NET AMT	\$0.00
	ACRN AR CIN: 00000000000000000000000000000000				\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203				\$0.00	\$0.00
EXERCISED OPTION	Contract Data Requirements List (CDRL) FFP Provide data and reports for CLINs 0201 and 0202 in accordance with the CDRL, DD Form 1423-1. PRICED (NSP) FOB: Destination			NOT SEPARATELY	

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0204		(b)(4)	Labor Hours	(b)(4)	\$537,624.02

Services in support of MDA/DOI.

T&amp;M

Services in support of MDA/DOI in accordance with the Statement of Work (SOW Paragraph 4.0) (Attachment 1) on a monthly basis for a period of 4 months and in accordance with EMC proposals dated January 29, 2007 and March 7, 2007, which are hereby incorporated into this document with the same force and effect as if included in full text.

FOB: Destination

TOT ESTIMATED PRICE

\$537,624.02

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020401	Funding for CLIN 0204. T&M FOB: Destination PURCHASE REQUEST NUMBER: DO9REB71568 PARTIAL NO. 00				
				TOT ESTIMATED PRICE	\$0.00
				CEILING PRICE	
	ACRN AP CTN: DO9REB71568PARTIAL000001				\$537,624.02

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0205			Labor Hours		\$246,367.30
	Housekeeping services - MDA/DOI. T&M Housekeeping services in support of MDA/DOI in accordance with the Statement of Work (SOW Paragraph 4.0) (Attachment 1) on a monthly basis for a period of 4 months and in accordance with EMC proposals dated January 29, 2007 and March 7, 2007, which are hereby incorporated into this document with the same force and effect as if included in full text. FOB: Destination				
				TOT ESTIMATED PRICE	\$246,367.30
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020501	Funding for CLIN 0205. T&M FOB: Destination PURCHASE REQUEST NUMBER: DO9REB71566 PARTIAL NO. 00				
				TOT ESTIMATED PRICE	\$0.00
				CEILING PRICE	
	ACRN AQ				\$218,089.00

CIN: DO9REB71566PARTIAL000001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301			Labor		\$10,371,705.47
			Hours		
EXERCISED OPTION	<p>Services in support of MDA/DOI.</p> <p>T&amp;M</p> <p>Services in support of MDA/DOI in accordance with the Statement of Work (SOW Paragraph 4.0) (Attachment 1) on a monthly basis for a period of 12 months and in accordance with TEAM EMC proposal dated March 4, 2004 and EMC proposals dated August 29, 2005, January 28, 2007, March 7, 2007 and June 11, 2007 which are hereby incorporated into this document with the same force and effect as if included in full text.</p> <p>FOB: Destination</p>				
TOT ESTIMATED PRICE					\$10,371,705.47
CEILING PRICE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
030101	<p>Funding for CLIN 0301.</p> <p>T&amp;M</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: IM9REB63885 PARTIAL NO. 00</p>				
TOT ESTIMATED PRICE					\$0.00
CEILING PRICE					
ACRN AS					\$3,900,000.00
CIN: IM9REB63885PARTIAL000001					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302			Dollars, U.S.		
EXERCISED OPTION	Other Direct Costs (ODC) COST ODCs to support CLIN 0301 in accordance with the SOW (Attachment 1). FOB: Destination			ESTIMATED COST	\$321,242.43

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
030201	Funding for CLIN 0302. COST FOB: Destination PURCHASE REQUEST NUMBER: DO9REB72150 PARTIAL NO. 00			ESTIMATED COST	\$0.00
	ACRN AT CIN: DO9REB72150PARTIAL000001				\$110,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0303				\$0.00	\$0.00
EXERCISED OPTION	Contract Data Requirements List (CDRL) FFP Provide data and reports for CLINs 0301 and 0302 in accordance with the CDRL, DD Form 1423-1. PRICED (NSP) FOB: Destination			NOT SEPARATELY	
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0304			Labor Hours		\$2,624,768.47

EXERCISED  
OPTION

Services in support of MDA/DOI.

T&amp;M

Services in support of MDA/DOI in accordance with the Statement of Work (SOW Paragraph 4.0) (Attachment 1) on a monthly basis for a period of 12 months and in accordance with EMC proposals dated January 29, 2007, March 7, 2007, and June 11, 2007 which are hereby incorporated into this document with the same force and effect as if included in full text.

FOB: Destination

TOT ESTIMATED PRICE

\$2,624,768.47

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
030401					

Funding for CLIN 0304.

T&amp;M

FOB: Destination

PURCHASE REQUEST NUMBER: DO9REB72151 PARTIAL NO. 00

TOT ESTIMATED PRICE

\$0.00

CEILING PRICE

ACRN AU

CIN: DO9REB72151PARTIAL000001

\$1,055,468.00



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0305		(b)(4)	Labor Hours	(b)(4)	\$1,073,076.10

EXERCISED  
OPTION

Housekeeping services - MDA/DOI.

T&M

Housekeeping services in support of MDA/DOI in accordance with the Statement of Work (SOW Paragraph 4.0) (Attachment 1) on a monthly basis for a period of 12 months and in accordance with EMC proposals dated January 29, 2007, March 7, 2007, and June 11, 2007 which are hereby incorporated into this document with the same force and effect as if included in full text.

FOB: Destination

TOT ESTIMATED PRICE

\$1,073,076.10

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
030501					

Funding for CLIN 0305.

T&M

FOB: Destination

PURCHASE REQUEST NUMBER: DO9REB72152 PARTIAL NO. 00

TOT ESTIMATED PRICE

\$0.00

CEILING PRICE

ACRN AV

CIN: DO9REB72152PARTIAL000001

\$337,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0401		(b)(4)	Labor Hours	(b)(4)	\$10,720,096.59

OPTION Services in support of MDA/DOI  
T&M  
Services in support of MDA/DOI in accordance with the Statement of Work (SOW Paragraph 4.0) (Attachment 1) on a monthly basis for a period of 12 months and in accordance with TEAM EMC proposal dated March 4, 2004 and EMC proposals dated August 29, 2005, January 29, 2007, March 7, 2007, and June 11, 2007 which are hereby incorporated into this document with the same force and effect as if included in full text.  
FOB: Destination

TOT ESTIMATED PRICE \$10,720,096.59

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0402			Dollars, U.S.		

OPTION Other Direct Costs (ODC)  
COST  
ODCs to support CLIN 0401 in accordance with the SOW (Attachment 1).  
FOB: Destination

ESTIMATED COST \$263,091.17

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0403				\$0.00	\$0.00

OPTION Contract Data Requirements List (CDRL)  
FFP  
Provide data and reports for CLINs 0401 and 0402 in accordance with the CDRL, DD Form 1423-1.  
PRICED (NSP) NOT SEPARATELY  
FOB: Destination

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0404		(b)(4)	Labor Hours	(b)(4)	\$3,188,176.98
OPTION	Services in support of MDA/DOI. T&M Services in support of MDA/DOI in accordance with the Statement of Work (SOW Paragraph 4.0) (Attachment 1) on a monthly basis for a period of 12 months and in accordance with EMC proposals dated January 29, 2007, March 7, 2007, and June 11, 2007 which are hereby incorporated into this document with the same force and effect as if included in full text. FOB: Destination				
TOT ESTIMATED PRICE					\$3,188,176.98
CEILING PRICE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0405		(b)(4)	Labor Hours	(b)(4)	\$1,107,589.21
OPTION	Housekeeping services - MDA/DOI. T&M Housekeeping services in support of MDA/DOI in accordance with the Statement of Work (SOW Paragraph 4.0) (Attachment 1) on a monthly basis for a period of 12 months and in accordance with EMC proposals dated January 29, 2007, March 7, 2007, and June 11, 2007 which are hereby incorporated into this document with the same force and effect as if included in full text. FOB: Destination				
TOT ESTIMATED PRICE					\$1,107,589.21
CEILING PRICE					

#### INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0101	N/A	N/A	N/A	Government
010101	N/A	N/A	N/A	Government
010102	N/A	N/A	N/A	Government
010103	N/A	N/A	N/A	Government
010104	N/A	N/A	N/A	Government
010105	N/A	N/A	N/A	Government
0102	N/A	N/A	N/A	Government
010201	N/A	N/A	N/A	Government
010202	N/A	N/A	N/A	Government
010203	N/A	N/A	N/A	Government
0103	N/A	N/A	N/A	Government
0201	N/A	N/A	N/A	Government
020101	N/A	N/A	N/A	Government
020102	N/A	N/A	N/A	Government
020103	N/A	N/A	N/A	Government
020104	N/A	N/A	N/A	Government
0202	N/A	N/A	N/A	Government
020201	N/A	N/A	N/A	Government
020202	N/A	N/A	N/A	Government
020203	Destination	Government	Destination	Government
0203	N/A	N/A	N/A	Government
0204	N/A	N/A	N/A	Government
020401	N/A	N/A	N/A	Government
0205	N/A	N/A	N/A	Government
020501	N/A	N/A	N/A	Government
0301	N/A	N/A	N/A	Government
030101	N/A	N/A	N/A	Government
0302	N/A	N/A	N/A	Government
030201	N/A	N/A	N/A	Government
0303	N/A	N/A	N/A	Government
0304	N/A	N/A	N/A	Government
030401	N/A	N/A	N/A	Government
0305	N/A	N/A	N/A	Government
030501	N/A	N/A	N/A	Government
0401	N/A	N/A	N/A	Government
0402	N/A	N/A	N/A	Government
0403	N/A	N/A	N/A	Government
0404	N/A	N/A	N/A	Government
0405	N/A	N/A	N/A	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JUN-2004 TO 31-MAY-2005	N/A	N/A FOB: Destination	

0002	POP 01-JUN-2004 TO 31-MAY-2005	N/A	N/A FOB: Destination	
0003	POP 01-JUN-2004 TO 31-MAY-2005	N/A	N/A FOB: Destination	
0101	POP 01-JUN-2005 TO 31-MAY-2006	N/A	N/A FOB: Destination	
010101	N/A	N/A	N/A	N/A
010102	N/A	N/A	N/A	N/A
010103	N/A	N/A	N/A	N/A
010104	N/A	N/A	N/A	N/A
010105	N/A	N/A	N/A	N/A
0102	POP 01-JUN-2005 TO 31-MAY-2006	N/A	N/A FOB: Destination	
010201	N/A	N/A	N/A	N/A
010202	N/A	N/A	N/A	N/A
010203	N/A	N/A	N/A	N/A
0103	POP 01-JUN-2005 TO 31-MAY-2006	N/A	N/A FOB: Destination	
0201	POP 01-JUN-2006 TO 31-MAY-2007	N/A	N/A FOB: Destination	
020101	N/A	N/A	N/A	N/A
020102	N/A	N/A	N/A	N/A
020103	N/A	N/A	N/A	N/A
020104	N/A	N/A	N/A	N/A
0202	POP 01-JUN-2006 TO 31-MAY-2007	N/A	N/A FOB: Destination	
020201	N/A	N/A	N/A	N/A
020202	N/A	N/A	N/A	N/A
020203	N/A	N/A	N/A	N/A
0203	POP 01-JUN-2006 TO 31-MAY-2007	N/A	N/A FOB: Destination	

0204	POP 01-FEB-2007 TO 31-MAY-2007	N/A	N/A FOB: Destination	
020401	N/A	N/A	N/A	N/A
0205	POP 01-FEB-2007 TO 31-MAY-2007	N/A	N/A FOB: Destination	
020501	N/A	N/A	N/A	N/A
0301	POP 01-JUN-2007 TO 31-MAY-2008	N/A	N/A FOB: Destination	
030101	N/A	N/A	N/A	N/A
0302	POP 01-JUN-2007 TO 31-MAY-2008	N/A	N/A FOB: Destination	
030201	N/A	N/A	N/A	N/A
0303	POP 01-JUN-2007 TO 31-MAY-2008	N/A	N/A FOB: Destination	
0304	POP 01-JUN-2007 TO 31-MAY-2008	N/A	N/A FOB: Destination	
030401	N/A	N/A	N/A	N/A
0305	POP 01-JUN-2007 TO 31-MAY-2008	N/A	N/A FOB: Destination	
030501	N/A	N/A	N/A	N/A
0401	POP 01-JUN-2008 TO 31-MAY-2009	N/A	N/A FOB: Destination	
0402	POP 01-JUN-2008 TO 31-MAY-2009	N/A	N/A FOB: Destination	
0403	POP 01-JUN-2008 TO 31-MAY-2009	N/A	N/A FOB: Destination	
0404	POP 01-JUN-2008 TO 31-MAY-2009	N/A	N/A FOB: Destination	
0405	N/A	N/A	N/A	N/A

## ACCOUNTING AND APPROPRIATION DATA

AA: 9750400.2520 60901598C 2525 012123 BMD00155059568  
AMOUNT: \$6,752,888.07

AB: 9750400.2520 60901598C 2525 012123 BMD00155059569  
AMOUNT: \$140,000.00

AC: 9760400.2520 6 BM 2520 60901598C00 255Y S12135 MD6060120C0701 620201  
AMOUNT: \$0.00

AD: 9750400.2520 5 BM 2520 60901585C00 255Y S12135 MD5060520C0317 520451  
AMOUNT: \$2,050,000.00

AE: 9750400.2520 5 BM 2520 60901585C00 255Y S12135 MD5060520C0319 520451  
AMOUNT: \$70,000.00

AF: 9760400.2520 6 BM 2520 60901598C00 255Y S12135 MD6060120C2127 620201  
AMOUNT: \$4,739,665.00  
CIN 00000000000000000000000000000000: \$4,739,665.00

AG: 9750400.2520 5 BM 2520 60901585C00 255Y S12135 MD5060520C0383 520451  
AMOUNT: \$905,000.00  
CIN 00000000000000000000000000000000: \$905,000.00

AH: 9760400.2520 6 BM 2520 60901598C00 255Y S12135 MD6060120C2129 620201  
AMOUNT: \$300,000.00  
CIN 00000000000000000000000000000000: \$300,000.00

AJ: 9760400.2520 6 BM 2520 60901598C00 255Y S12135 MD6060120C2257 620201  
AMOUNT: \$500,000.00  
CIN IM9DJG622570101: \$500,000.00

AK: 9760400.2520 6 BM 2520 60901598C00 255Y S12135 MD6060120C2258 620201  
AMOUNT: \$27,000.00  
CIN IM9DJG622580102: \$27,000.00

AL: 9760400.2520 6 BM 2520 60901598C00 255Y S12135 MD6060120C3203 620201  
AMOUNT: \$6,523.91  
CIN IM9ACE632030101: \$6,523.91

AM: 9760400.2520 6 BM 2520 60901598C00 255Y S12135 MD6060148C3641 620188  
AMOUNT: \$1,000,000.00  
CIN IM9AAK63641PARTIAL000201: \$1,000,000.00

AN: 9770400.2520 7 BM 2520 60901598C00 2512 S12135 MD7060120C0928 72U006  
AMOUNT: \$3,871,421.66  
CIN DO9AAK70928PARTIAL000001: \$3,871,421.66

AP: 9770400.2520 7 BM 2520 40603888C00 2512 S12135 MD7060348C1568 72G023  
AMOUNT: \$537,624.02  
CIN DO9REB71568PARTIAL000001: \$537,624.02

AQ: 9770400.2520 7 BM 2520 40603888C00 2512 S12135 MD7060348C1566 72G023  
AMOUNT: \$218,089.00  
CIN DO9REB71566PARTIAL000001: \$218,089.00

AR: 9770400.2520 7 BM 2520 40603888C00 2512 S12135 MD7060701C1924 72G024  
AMOUNT: \$102,335.49  
CIN 00000000000000000000000000000000: \$0.00  
CIN DO9OS971924PARTIAL000001: \$102,335.49

AS: 9760400.2520 6 BM 2520 40603881C00 2512 S12135 MD6060320C3885 620478  
AMOUNT: \$3,900,000.00  
CIN IM9REB63885PARTIAL000001: \$3,900,000.00

AT: 9770400.2520 7 BM 2520 60901598C00 2512 S12135 MD7060120C2150 72U006  
AMOUNT: \$110,000.00  
CIN DO9REB72150PARTIAL000001: \$110,000.00

AU: 9770400.2520 7 BM 2520 40603881C00 2512 S12135 MD7060711C2151 72B006  
AMOUNT: \$1,055,468.00  
CIN DO9REB72151PARTIAL000001: \$1,055,468.00

AV: 9770400.2520 7 BM 2520 40603881C00 2512 S12135 MD7060711C2152 72B006  
AMOUNT: \$337,000.00  
CIN DO9REB72152PARTIAL000001: \$337,000.00

#### CLAUSES INCORPORATED BY REFERENCE

52.243-2

Changes--Cost-Reimbursement

AUG 1987

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days prior to the end of the current contract period.

(End of clause)

##### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days prior to the end of the current contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

#### BSSP MDA CLAUSES

a. This is a Firm Fixed Price (FFP) Time & Material (T&M) order with cost provisions. The FFP T&M CLIN is CLIN 0001 (and respective CLINs for each option year). Other Direct Costs are addressed under CLIN 0002 (and respective CLINs for each option year). Deliverables are addressed under CLIN 0003 (and respective CLINs for each option year).



**DFARS 252.232-7007 Limitation Of Government's Obligation (MAY 2006)** is incorporated herein by reference and is applicable to CLIN 0001 (and respective CLINs for each option year) and any other FFP based CLIN that may subsequently be added to this order. In accordance with (IAW) DFARS 252.232-7007 paragraph a., for these item(s), the sum of \$25873,679.66 of the total price is presently available for payment and allotted to this contract. IAW DFARS 252.232-7007 paragraph i. the parties contemplate that the Government will allot funds to this contract incrementally based on fiscal year availability of funds.

b. The contractor agrees to provide firm fixed price hourly labor rates in accordance with its proposal for CLIN 0001 (and respective CLINs for each option year). The CLIN 0001 T&M price includes all related project management, supervision, administrative support, and operating supplies whether performed on-site in MDA facilities or in contractor facilities. Travel and reimbursable items addressed in paragraph c. below will not be included in CLIN 0001 (and respective CLINs for each option year).

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

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

d. The parties mutually agree that the Contractor will provide substantially the staffing as provided in the Schedule of Supplies and Services on a daily basis during the operation of the work-site. Staffing shall be provided consistent with the Project Management Plan provided and approved in accordance with Statement of Work (SOW) Paragraph 5.1 (Attachment 1).

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

This order is subject to the terms and conditions of the General Services Administration (GSA) Federal Supply Schedule (FSS) Contract GS-10F-0364N and the terms and conditions of 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

c. The contractor shall submit invoices and DD Form 250 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/INVOICING INSTRUCTIONS (SF 1449 BLOCK 18b)**

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 – labor hours by labor category.
  - 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 performance period or estimated labor hours delineated for CLINs 0001, 0204, and 0205 (and respective option CLINs); or the established cost ceiling under CLIN 0002 (and respective option CLINs).

d. The contractor shall submit invoices and DD Form 250 using the "Invoice 2-in-1" function within the

Wide Area WorkFlow system in accordance with DFARS 252.232-7003, Electronic Submission of Payment Requests.

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


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

### 4. PERIOD OF PERFORMANCE

For the base period the period of performance for this task order is 12 months commencing from the effective date of this order and 12 months for each option period, if exercised. Unless otherwise stated by the Contracting Officer, any extension to the contractor's GSA FSS Contract shall apply to this order. All terms and conditions applicable to the base period shall extend to the option unless otherwise agreed upon

### 5. REMITTANCE ADDRESS

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

Engineering Management Concepts, Inc.  


### 6. ACQUISITION OF FACILITIES

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

### 7. TRAVEL, TRAVEL COSTS, AND OTHER DIRECT COSTS

a. Travel. All contractor travel (non-local) under this contract (other than extended commuting travel as defined under paragraph c. below) must be approved in advance in writing by the 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.

**8. DELIVERABLES**

The contractor is required to complete a "Monthly Status Report (MSR)", "Technical Status Report", "Funds and Labor Hour Expenditure Report" and other reports to the Contracting Officer IAW the attached DD Form 1423-1, CDRL, Exhibit A and as specified in Paragraph 5.0 of the SOW (Attachment 1).

**9. LOCATION OF PERFORMANCE**

(b)(2)

**10. KEY STAFF/PERSONNEL PERFORMANCE/REPLACEMENT**

a. The Government reserves the right to judge the technical skills of on-site individuals and to request a replacement if such is deemed necessary by the Government. The Government reserves the right to accept or reject any proposed individual with written notification.

b. The Government reserves the right to judge the qualifications and acceptability of any individual proposed by the contractor for any position, and may require the contractor to replace an individual whose qualifications and suitability are judged deficient with written notification.

(b)(2)

d. 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.

**11. OTHER DIRECT COSTS (ODC)**

ODC's may be required for this task. After award, for all ODC's the contractor shall receive government COR approval prior to expending funds. The contractor should include Other Direct Charges in their cost proposal to cover any costs associated with ODC's with a full description of the item. Upon award of contract, any ODC's required to be purchased on this contract above the GSA \$2,500 threshold, the contractor will be provided a letter of authority to purchase items from GSA Schedule vendors in support of this task order. The contractor shall follow all procurement regulations under FAR part 8.0.

**12. GOVERNMENT FURNISHED EQUIPMENT/GOVERNMENT FURNISHED INFORMATION**

a. Government Furnished Equipment (GFE) - The contractor shall have full access to GFE and software to perform the duties on the project while performing duties in government space. The Government shall furnish the computer hardware, software, and supporting GFE materials and facilities, as required, in support of the tasks requested in this task order.

b. Government Furnished Information - The contractor shall be furnished current task working papers, project descriptions, program briefing material and other pertinent information, and other documentation or material required to carry out the tasks described hereunder.

**13. DATA USE, DISCLOSURE OF INFORMATION AND HANDLING OF SENSITIVE INFORMATION**

The Contractor shall maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use, and disclosure of information. The Contractor shall provide information only to employees, Contractors, and subcontractors having a need to know such information in the performance of their duties for this project.

Information made available to the contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer.

If public information is provided to the contractor for use in performance or administration of this effort, the contractor except with the written permission of the Contracting Officer may not use such information for any other purpose. If the contractor is uncertain about the availability or proposed use of information provided for the performance or administration, the contractor will consult with the COR regarding use of that information for other purposes.

The contractor agrees to assume responsibility for protecting the confidentiality of Government records that are not public information. Each offeror or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

Performance of this effort may require the Contractor to access and use data and information proprietary to a Government agency or Government Contractor that is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

Contractor and/or Contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorized Government personnel or upon written approval of the PCO. The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at not cost to the Government between the Contractor and the data owner that provides for greater rights to the Contractor.

All data received, processed, evaluated, loaded, and/or created as a result of this delivery order shall remain the sole property of the Government unless specific exception is granted by the Contracting Officer.

**14. 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 52.215-21 included in the GSA Schedule contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**(1) PLANNING**

- (a) Strategic Planning Guidance (SPG)

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

**(2) PROGRAMMING**

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

**(3) BUDGETING**

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

**(4) EXECUTION**

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

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

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

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

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

(4) Not divulge PPBE data (obtained directly or indirectly in the performance of this contract unless directed by the Contracting Officer) to any individual, except to Government personnel whom they know to have a "need-to-know" and non-Government person(s) whom they know to have MDA PPBE authorization. Even

though data becomes part of the public domain, contractor personnel are bound by the provisions of this clause not to confirm or deny questions regarding PPBE data. Inquiries by unauthorized persons should be referred to the Contracting Officer's Representative or the Contracting Officer. (Verification of contractor personnel authorized access to PPBE data can be obtained only from the Contracting Officer.)

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

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

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

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

(1) Information Systems Directorate - all ADP equipment.

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

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

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

i. If the Contractor is not required to process PPBE data at its facility(s), the contractor shall inventory all Government documents in its possession. The contractor shall notify the Contracting Officer in writing of such documents and request the method of document disposal. If the requirement to process such data at the contractor's facility(s) changes in the future, compliance with paragraph h above shall be required.

j. The Contractor shall provide training for all employees who require access to PPBE data on the proper handling and disclosure of such data. The contractor shall be responsible for ensuring that persons in their employment that have been granted access to PPBE data understand the consequences of divulging such data.



Revealing PPBE data to unauthorized persons may provide other companies with an unfair advantage in future competitions or jeopardize national security interests.

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

#### **16. 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

## 17. 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.

#### **18. ENABLING CLAUSE FOR BMD INTERFACE**

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

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

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

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

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

#### **19. MDA VISIT AUTHORIZATION PROCEDURES**

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

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

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

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

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

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

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually to the Director, Small Business, MDA. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector.

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

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

(2) ☐ Hardcopy mailed to:

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

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

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

#### **23. CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS/CONTRACTOR**

**EMPLOYEE OUT-PROCESSING (OCT 2004)**

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.

**24. OTHER ADMINISTRATIVE CONSIDERATIONS**

a. Hours of Work - Hours of work may fall anywhere between 6:00 A.M. to 12:00 A.M., Monday through Friday (excluding Federal Holidays). Any deviations to these hours must be approved by the COR on this task order.

b. Productive Direct Labor Hours - The contractor can only charge the Government for "Productive Direct Labor Hours". "Productive Direct Labor Hours" are defined as those hours expended by Contractor personnel in performing work under this Task Order. This does not include sick leave, vacation, Government or contractor holidays, jury duty, military leave, or any other kind of administrative leave.

c. Government Holidays - The following Government holidays are normally observed by Government personnel: New Years Day, Martin Luther King's Birthday, Presidential Inauguration Day (metropolitan DC area only), President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation.

d. Contract Management - The Contractor shall be responsible for managing and overseeing the activities of all Contractor personnel, as well as subcontractor efforts used in performance of this contract. The Contractor's management responsibilities shall include all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained in the statement of work. Resumes submitted for employees assigned to perform under this statement of work shall contain documented experience directly applicable to the functions to be performed. Further, these prior work experiences shall be specific and of sufficient variety and duration that the employee is able to effectively and efficiently perform the functions assigned.

(1) Project Manager, CO, And COR Meetings - The Contractor's Project Manager shall meet with the COR as necessary to maintain satisfactory performance and to resolve other issues pertaining to Government/Contractor procedures. At these meetings, a mutual effort will be made to resolve any and all problems

identified. Written minutes of these meetings shall be prepared by the Contractor, signed by the Contractor's designated representative, and furnished to the Government within two (2) workdays of the subject meeting.

## 25. POINTS OF CONTACT

All contract questions and concerns will be directed to the Government PCO, MDA/DACS. The PCO is the only individual with the authority to amend this contract.

## 26. ALLOTMENT OF FUNDS (MAY 2005)

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

CLIN 0102: (b)(4)  
Estimated funds exhaustion date: 31 MAY 2006

CLIN 0202: (b)(4)  
Estimated funds exhaustion date: 31 MAY 2007

CLIN 0302 (b)(4)  
Estimated funds exhaustion date: 31 OCT 2007

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Missile Defense Agency Contract Data Requirements List, Exhibit A		01-FEB-07 (Modification P00015)
Attachment 1	Statement of Work (SOW)		01-FEB-07 (Modification P00015)
Attachment 2	N/A		
Attachment 3	Organizational Conflict of Interest (OCI) Analysis Disclosure Form	2	19-FEB-04
Attachment 4	DD Form 254 Contract Security Classification Specification		14-MAY-07 (Modification P00019)
Attachment 5	N/A		
Attachment 6	N/A		
Attachment 7	Planning, Programming, Budgeting and Execution (PPBE) Non-Disclosure Agreement	2	01-NOV-03
Attachment 8	N/A		
Attachment 9	N/A		
Attachment 10	N/A		
Attachment 11	N/A		
Attachment 12	Proprietary Information Agreement	3	

**Exhibit A**  
**HQ0006-05-F-0008**

**CONTRACT DATA REQUIREMENTS LIST**

**FOR**

**Missile Defense Agency Facility Services and  
Related Logistics Support for MDA through the Deputy for  
Infrastructure Management**

**June 1, 2005**

**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/IM Contracting Officer's Representative (COR) as indicated by the first addressee entry of Block 14.a. The use of "N/A" in Block 8 does not forfeit or otherwise affect the Government's right to consider unacceptable any submission of data that does not comply with the contract requirements.

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

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

## F. SUPPLEMENTAL INFORMATION

## **G. DEFINITIONS OF ACRONYMS AND ABBREVIATIONS**

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

## H. ADDRESSEE LIST

Block 14

[illegible]

MDA/IM  
MDA/CT, or  
MDA/DM

Missile Defense Agency  
ATTN: MDA/IM: Mr. Michael F. Tuzzolo  
7100 Defense Pentagon  
Washington D.C. 20301-7100

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

**BIRC**                      **BMD Information Resource Center**  
7100 Defense Pentagon  
Washington D.C. 20301-7100

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please (1) Mark the box if you agree to share your data with others in this collection. (2) Send completed form to the Department issuing this collection. (3) Do not send this form to the Department of Defense.							
A. CONTRACT LINE ITEM NO. 0103		B. EXHIBIT A		C. CATEGORY TDP    TM    OTHER <u>XX</u>			
D. SYSTEM/ITEM Missile Defense Agency Facility Services and Related Logistic Support for MDA		E. CONTRACT/PR. NO. HQ0006-05-F-0008		F. CONTRACTOR Engineering Management Concepts (EMC) 295 Willis Ave Suite B, Camarillo Ca. 93010-8519			
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Technical Report - Study/Services			3. SUBTITLE See Block 16			
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80508/T, Jan. 1988		5. CONTRACT REFERENCE SOW PARAGRAPH 5.0		6. REQUIRING OFFICE MDA/IM			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION See Block 16	14. DISTRIBUTION			
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION See Block 16	a. ADDRESSEE		b. COPIES	
<b>16. REMARKS</b>  Block 4: The Data Item Description DI-MISC-80508 is tailored as follows: DID Block 6a: Distribution to the DTIC is not applicable; DID Section 10.1: Contractor data format is acceptable, providing that due consideration is given to previously used formats of same or similar reporting for consistency of information presentation.  Block 13: Submission frequencies and dates will be dictated by the COR citing this data item.  Blocks 14 and 15: A delivery shall be by electronic media unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/IM word processing, spreadsheet, and database applications.  Block 3: The following technical reports/study services may be requested during contract performance: 1. Facility Services and Related Logistic Support including facilities infrastructure planning, development and operations for all Specific Tasks contained in Contract Item 4.0 2. The Contractors Capability Assurance Report to include facility services and related logistic support including MDA Property requirements, including computers and electronics documentation, inventories, property accountability, purchasing documentation, requests, invoices, for MDA equipment and supplies, including maintaining DPAS				MDA/IM		0	1
				MDA/CT		0	LT
				MDA/DM - Data Manager		0	LT
				15. TOTAL		➔	
G. PREPARED BY Mr. Michael F. Tuzzolo, MDA/IM		H. DATE 6/1/05		I. APPROVED BY Mr. Billy Love, MDA/IM		J. DATE 6/1/05	

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188				
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please do not send your form to either of these addresses. Send completed form to the Contracting Officer.										
A. CONTRACT LINE ITEM NO. 0103		B. EXHIBIT A		C. CATEGORY TDP _____ TM _____ OTHER <u>XX</u>						
D. SYSTEM/ITEM Missile Defense Agency Facility Services and Related Logistics Support for MDA		E. CONTRACT/PR. NO HQ0006-05-F-0008		F. CONTRACTOR Engineering Management Concepts 295 Willis Ave., Suite B, Camarillo, Ca. 93010-8519						
1. DATA ITEM NO. A002	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 SOW Paragraph 5.0		6. REQUIRING OFFICE MDA/IM						
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED C	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION See Block 16	14. DISTRIBUTION						
8. APP CODE N/A		11. AS OF DATE 0	13. DATE OF SUBSEQUENT SUBMISSION 10 DARF	a. ADDRESSEE		b. COPIES				
						Final				
16. REMARKS  Block 4: Contractor data format is acceptable, providing that due consideration is given to previously used formats of same or similar reporting for consistency of information presentation.  Block 13: The first submission is due ten calendar days after the first full month after contract initiation to include reporting period from the date of contract initiation.  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/IM word processing, spreadsheet, and database applications.				MDA/IM		0	1			
				MDA/CT		0	1			
				MDA/DM - Data Manager		0	LT			
				15. TOTAL ⇒				0	2	
				G. PREPARED BY Mr. Michael F. Tuzzolo, MDA/IM		H. DATE 6/1/05		I. APPROVED BY Mr. Billy Love, MDA/IM		J. DATE 6/1/05

Engineering Management Concepts  
295 Willis Ave., Suite B, Camarillo, Ca. 93010-8519

## **MONTHLY STATUS REPORT**

**Month Year**

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

**In accordance with  
Contract HQ0006-05-F-0008  
CDRL A002**

**Distribution:**

**MDA/IM  
MDA /CT**

## MONTHLY STATUS REPORT

### I. SUMMARY

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

### II. BODY OF REPORT

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

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

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

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

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

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Contracting Office for the Contracting Office.							
A. CONTRACT LINE ITEM NO. 0103		B. EXHIBIT A		C. CATEGORY TOP    TM    OTHER    XX			
D. SYSTEM/ITEM Missile Defense Agency Facility Services and Related Logistics Support		E. CONTRACT/PR. NO HQ0006-05-F-0008		F. CONTRACTOR Engineering Management Concepts 295 Willis Ave., Suite B, Camarillo, Ca. 93010-8519			
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Funds & Labor Hour Expenditure Report (FLHER)			3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-81537, Mar. 1997		5. CONTRACT REFERENCE SOW PARAGRAPH 56.0			6. REQUIRING OFFICE MDA/IM		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED C	10. FREQUENCY See Block 16	12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION		
8. APP CODE N/A		11. AS OF DATE 0	13. DATE OF SUBSEQUENT SUBMISSION 10 DARP		a. ADDRESSEE		
16. REMARKS  Block 12: The first submission is due ten calendar days after the first full month after contract initiation to include reporting period from the date of contract initiation.  Block 14: Delivery shall be by electronic media unless otherwise 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 703-882-6561 or 703-882-6433.					b. COPIES		
					Final		
					Draft	Reg	Repro
					MDA/CT	0	1
					MDA/IM	0	1
					MDA/DM - Data Mgr	0	LT
15. TOTAL					0	2	

G. PREPARED BY  
Mr. Michael F. Tuzzolo, MDA/IM

H. DATE  
6/1/05

I. APPROVED BY  
Mr. Billy Love, MDA/IM

J. DATE  
6/1/05

**Statement Of Work #35531 for Missile Defense Agency  
Facility Services And Related Logistics Support For MDA Through The Deputy For  
Infrastructure Management  
April 18, 2005**

**1.0     BACKGROUND**

The establishment of the Strategic Defense Initiative Organization (SDIO) in 1984 initiated an investigation into the feasibility of developing missile defense systems. The subsequent transition in 1992 of the SDIO to the Ballistic Missile Defense Organization (BMDO) marked the evolution of missile defense from R&D towards acquisition and deployment. The re-designation in 2002 of the BMDO to the Missile Defense Agency (MDA) underscored the acceleration of efforts to develop, acquire, and deploy missile defense systems. In terminating the Anti-Ballistic Missile Treaty and establishing the MDA, the current administration designated missile defense a top national security program with the objective of providing a limited BMD capability against long-range missiles by the year 2004.

From its establishment, the missile defense organization has been comprised of government civil service employees, personnel from all military departments, support contractors, and broad segments of the private industrial sector and academia. The expansion and enhancement of the Missile Defense Agency's mission and mission support requirements has resulted in a dramatic, corresponding increase in staffing within all segments of the Agency. An effective response to these changes demands an increasingly complex and integrated array of services and resources to ensure successful completion of MDA mission goals and objectives.

**2.0     OBJECTIVE**

MDA mission changes, increased urgency to deploy improved missile defenses, the recognition of MDA's Defense Agency status, and the Presidential mandate to attract and retain the "best and the brightest" personnel have resulted in an urgent and critical requirement for strengthened program management and information resource integration, enhanced program evaluation and analysis capabilities, significantly increased facility and infrastructure resources, comprehensive information technology and information management policy, design, and support services, enhanced administrative and logistics support services, and expanded human resources support. For example, due to increased program complexity and the use of innovative acquisition strategies, there is a growing and continuous requirement to evaluate current program baselines and develop alternatives based on cost and/or schedule constraints and to identify, evaluate, and integrate program status and requirements with technical and budget information through modeling and simulation tools. To support these activities, MDA requires state-of-the-art information technology and information management tools and resources for the collection, analysis, assessment, and integration of cost, schedule, and technical data. Likewise, to house the expanding MDA staff and functions, the Agency must have assistance to acquire, design, and develop new facilities rapidly, to operate and maintain new and existing facilities, and to relocate personnel, groups, equipment and materials within and between facility locations to create or maintain synergy among functions, and support the production of crucial products. The objective of this contract is to provide the highest possible quality of integrated support services to enable and facilitate the operations of the Agency and the success of the MDA mission.

**3.0     SCOPE**

The services and products to be provided under this contract encompass the functional areas of facilities infrastructure planning, development and operations. Support will be provided to the Infrastructure Management Deputate.

**3.1     Specifically requirement will provide:** Facility Services And Related Logistics Support For MDA Through The Deputy For Infrastructure Management (Section 4.6) in accordance with the contractor's previously accepted Management Plan.



The contractor shall provide a cleared workforce: Based on the nature of the Agency's mission and the work performed, it is imperative to maintain a secure work environment staffed at all levels by cleared government and contractor personnel. Based on these requirements, all managers must have SECRET level security clearances. In addition, 95 percent of all personnel in all task areas must have SECRET level security clearances.

#### 4.0 SPECIFIC TASKS

The contractor will be directly responsible for ensuring the accuracy, timeliness and completion of all tasks assigned under this contract. Specifically, the contractor will:

##### 4.1 thru 4.5 **RESERVED**

4.6 Provide the Missile Defense Agency with Facility Services through the Deputy for Infrastructure Management (IM).

4.6.1 Provide assistance needed to identify and develop recommendations for meeting logistics services and requirements. Conduct surveys, requirements analyses, and assessments to identify purchasing, packaging, handling, supply, storage, inventory control, and logistics transportation requirements and make recommendations for optimization of logistics services and functions. Results of the requirements analyses shall be documented in an analysis report to include recommendations that facilitate Government decisions on whether to proceed and what alternatives to use.

4.6.2 Provide inventory control, to encompass inventories of all supplies, new and existing equipment, furnishings/systems furniture, hand held equipment, and hand held electronic items. This includes performing a quarterly inventory of at least one-fourth of all MDA furnishings/systems furniture, office equipment, personal computers and related equipment, hand held equipment, and hand held electronic items.

4.6.3 Report results of inventories and enter data and other information into the Defense Property Accountability System (DPAS) to maintain a current inventory database.

4.6.4 Support MDA purchasing activities to include the coordination and tracking of MDA supply requirements, the preparation of purchasing documentation such as purchase requests and invoices, and the maintenance of purchasing files and records.

4.6.5 Support development and implementation of training programs to ensure effective logistics operations.

4.6.6 Operate and maintain Government warehouses, which currently include 17,500 square feet located in Alexandria, VA, and, 62,000 square feet located in Cheverly, MD. This support includes the receiving, stocking, protection and shipping of material and equipment, recording incoming and outgoing material, operating forklifts to receive, store, and ship material, and ensuring the cleanliness, safety, and orderliness of MDA warehouse space.

4.6.7 Coordinate the delivery, layout, assembly, and installation of systems modular furniture on site at MDA locations to include verifying the completeness of systems furniture kits, assembling/disassembling systems modular furniture, and performing systems modular furniture installation, adjustment and repair.

4.6.8 Provide a full range of services, using government furnished equipment, tools and supplies, to support the maintenance of MDA facilities and infrastructure, including all internal physical plant elements and systems, in accordance with general craft and industry standards, applicable laws, regulations, codes, and federal specifications. These activities shall supplement Washington Headquarters Services (WHS) or other landlord/building management repair and maintenance activities. Current MDA sites include 320,000 square feet of office space located at Federal Office Building No. 2 (FOB2), Arlington, VA, 60,000 square feet of office space

located at Crystal Square II, Arlington, VA, 62,000 square feet of office space located at Sequoia Plaza, Arlington, VA, and 250,000 square feet of office space located at Suffolk Building, Arlington, VA.

**4.6.9** Conduct surveys, requirements analyses, and assessments to identify maintenance support services and requirements. This encompasses performing systematic inspection of MDA facilities in the NCR, including structural, mechanical and electrical elements, and plumbing. Results of the requirements analyses shall be documented in an analysis report to include recommendations that facilitate Government decisions on whether to proceed and what alternatives to use.

**4.6.10** Coordinate work orders, staff and schedule routine and preventative maintenance and repair work, and track and report work order status.

**4.6.11** Perform non-major facility repair and maintenance to include: patching holes and cracks in drywall; caulking cracks in corners and countertops; preparing walls for painting; painting walls and other surfaces; installing pictures, whiteboards, bulletin boards, and other office related items; adjusting or replacing hallway, cubicle, and private office doors; replacing missing and damaged ceiling tiles; performing minor and intermediate carpentry; repairing file cabinets, desks, safe drawers, and all types of furniture; and performing minor plumbing repair.

**4.6.12** Coordinate the purchase, storage and inventory control for required repair and maintenance equipment, material, and supplies.

**4.6.13** Assist with quality assurance inspection of all repairs, other minor works and construction, whether performed by MDA, WHS or building landlord.

**4.6.14** Support development and implementation of training programs to ensure effective maintenance support services.

**4.6.15** Conduct requirements analyses and assessments to identify custodial services requirements. Results of the requirements analyses shall be documented in an analysis report to include detailed recommendations to facilitate Government decisions on what alternatives to use.

**4.6.16** Provide a complete range of custodial services in MDA facilities in the NCR, using government furnished equipment, tools and supplies, and in accordance with general craft and industry standards, applicable laws, regulations, codes, and federal specifications. Current MDA sites include 320,000 square feet of office space located at Federal Office Building No. 2 (FOB2), Arlington, VA; 60,000 square feet of office space located at Crystal Square II, Arlington, VA, 62,000 square feet of office space located at Sequoia Plaza, Arlington, VA, and 250,000 square feet of office space located at Suffolk Building, Arlington, VA. Perform cleaning tasks in all office areas, conference rooms, file rooms, rest rooms, libraries, ADP space, and corridor space. Tasks include emptying wastebaskets and removing trash to designated dumpsters, dusting all furnishings and surfaces within approximately 70 inches from the floor and vertical surfaces and under surfaces, (knee wells, chair rungs, table legs, etc.), spot cleaning wall surfaces within approximately 70 inches from the floor to remove smudges and marks, cleaning glass and wooden doors, sweeping and mopping bare floor surfaces and vacuuming carpets, including spot cleaning and periodic shampooing, and cleaning interior sides of all windows.

**4.6.17** Coordinate routine and special cleaning work orders, staff and schedule cleaning tasks, and track and report work order status.

**4.6.18** Coordinate the purchase and storage of required cleaning supplies, materials, and equipment, and provide inventory control.

**4.6.19** Ensure effective custodial services quality control by performing systematic inspection of MDA facilities, including interior walls, floors, windows, and furnishings. Document and report findings.

4.6.20 Ensure effective custodial services and support by the development and implementation of training programs, to include safety programs related to the proper handling and use of cleaning supplies and chemicals.

**5.0 DELIVERABLES/DELIVERY SCHEDULE** (Deliverable Days are working days)

**5.1 Project Management Plan** - The contractor's previously accepted Project Management Plan, describing the technical approach, organizational resources and management controls to be employed to meet the cost, performance and schedule requirements for this effort, is incorporated by reference. The contractor shall request prior approval on all activities not included in the plan or any modifications to the plan after approval has been given.

**5.2 Monthly Status / Financial Report** - A monthly status report will be provided to the government with the following information:

- Project status monthly reporting requirements will include, but are not confined or constrained to:
- Cumulative hours expended throughout the reporting period.
- Graphic and data information concerning budget vs. actual dollars expended, with project burn-rate of dollars.
- Contract funds expended during the reporting period
- The capacity to describe activities of the past month (summary of work accomplished during the reporting period and percent complete)
- The description of milestones and deliverables
- Any issues or problems impacting project progress along with their ultimate resolution
- Schedule of activities planned and estimated hours for the next reporting period and number of remaining hours to complete activities

This report is due NLT the 10<sup>th</sup> day of each month. Additionally, the contractor will be responsible for submitting scheduled periodic reports regarding the status of work initiatives and documentation updates.

**5.3 Technical Analyses, Programmatic Material, and Other Reports** - The contractor shall provide technical analyses and develop programmatic information, including meeting minutes and agendas, briefing material, trip reports, requirements analyses, as required and specified by the Government.

**5.4 Final Report** - The contractor shall provide a final report to the COR at the conclusion of each period performance of this task order. The report will summarize objectives achieved, significant issues, problems and recommendations to improve the process in the future.

**5.5 Deliverable Table**

Item#	Description	WBS Ref	Prior Approval Required	Draft Due Date	Final Due Date
1	Monthly Financial and Progress Report	5.2	No	N/A	10 <sup>th</sup> working day of the month
2	Technical Analyses Reports, etc.	5.3	No	TBD as required	TBD as Required
3	Final Report	5.4		30 days prior to end of D.O.	End of each period of performance.

**5.6 Deliverables/Delivery Schedule**

Unless otherwise specified, the Government will have a maximum of ten (10) working days from the day the draft deliverable is received to review the document, provide comments back to the contractor, approve or disapprove the deliverable(s). The contractor will also have a maximum of ten (10) working days from the day

comments are received to incorporate all changes and submit the final deliverable to the Government. The contractor may assume a deliverable is acceptable if it receives no feedback within this time. All days identified below are intended to be workdays unless otherwise specified.

## **6.0 INSPECTION AND ACCEPTANCE CRITERIA**

Final inspection and acceptance of all work performed, reports and other deliverables will be performed at the place of delivery by the COR.

### **6.1 General Acceptance Criteria**

- General quality measures as set forth below will be applied to each work product received from the contractor under this statement of work.
- Accuracy - Work Products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- Clarity - Work Products shall be clear and concise. Any/All diagrams shall be easy to understand and be relevant to the supporting narrative.
- Consistency to Requirements - All work products must satisfy the requirements of this statement of work.
- File Editing. All text and diagrammatic files shall be editable by the Government.
- Format - Work Products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified Directives or Manuals.
- Timeliness - Work Products shall be submitted on or before the due date specified in this statement of work or submitted in accordance with a later scheduled date determined by the Government.