


<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DX-C9	PAGE OF PAGES 1   49		
2. CONTRACT (Proc. Inst. Ident.) NO. HQ0006-07-D-0006		3. EFFECTIVE DATE 02 Apr 2007		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006	6. ADMINISTERED BY (If other than Item 5) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342		CODE S2404A		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) CACI DYNAMIC SYSTEMS, INC. DIANNE M. FARRIS 14151 PARK MEADOW DR CHANTILLY VA 20151			8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)				
			9. DISCOUNT FOR PROMPT PAYMENT				
			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM  <b>Section G</b>		
CODE OFJH5		FACILITY CODE					
11. SHIP TO/MARK FOR  <b>See Schedule</b>		CODE	12. PAYMENT WILL BE MADE BY DFAS -CO/SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264		CODE HQ0338		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )			14. ACCOUNTING AND APPROPRIATION DATA				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
<b>SEE SCHEDULE</b>							
<b>15G. TOTAL AMOUNT OF CONTRACT</b>					<b>\$59,852,718.00</b>		
<b>16. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	39 - 48
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 11	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	12	X	J	LIST OF ATTACHMENTS	49
X	D	PACKAGING AND MARKING	13	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
X	E	INSPECTION AND ACCEPTANCE	14		K	REPRESENTATIONS, CERTIFICATIONS AND	
X	F	DELIVERIES OR PERFORMANCE	15 - 17			OTHER STATEMENTS OF OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	18 - 22		L	INSTRS, CONDS, AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS	23 - 38		M	EVALUATION FACTORS FOR AWARD	
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return _____ copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number HQ0006-07-R-0005-0002 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME AND TITLE OF CONTRACTING OFFICER MARY E. SMALL / CONTRACTING OFFICER TEL: 703-882-6644 EMAIL: mary.small@mda.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY  (Signature of Contracting Officer)		23-Mar-2007	

Section B - Supplies or Services and Prices

CLAUSES INCORPORATED BY FULL TEXT

B-01 LINE ITEM DESCRIPTION (MAY 2005)

In accordance with this contract, the Contractor shall furnish all materials, labor, equipment and facilities, except as specified herein to be furnished by the Government, and shall do all that which is necessary or incidental to the satisfactory and timely performance of the following:

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001			Labor Hours		
	Services in Support of MDA/DAC COST				
	Base Period (4/2/07 - 1/31/12) - Services in support of MDA/DAC in accordance with the SETA Support Statement of Work (Attachment 1) for a period of 58-months. See Attachment 4 for Labor Rates. FOB: Destination				
				ESTIMATED COST	\$57,352,718.00

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lot		
	ODCs and Travel for CLIN 0001 COST				
	Base Period (4/2/07 - 1/31/12) - Other Direct Costs and Travel in support of MDA/DAC in accordance with the SETA Support Statement of Work (Attachment 1), and Special Contract Clause H-05, for a period of 58-months. Only applicable G&A expenses can be applied to this CLIN. FOB: Destination				
				ESTIMATED COST	\$2,500,000.00

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Data and Reports for CLIN 0001 COST				NSP
	Base Period (4/2/07 - 1/31/12) - The Contractor shall provide the data deliverables in accordance with the Contract Data Requirements List, DD Forms 1423-1, Exhibit A. NOT SEPARATELY PRICED LINE ITEM. FOB: Destination				
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101	Services in Support of MDA/DAC COST		Labor Hours		
OPTION	Option Period 1 (2/1/12 - 1/31/13) - Services in support of MDA/DAC in accordance with the SETA Support Statement of Work (Attachment 1) for a period of 12-months. See Attachment 4 for Labor Rates. FOB: Destination				
				ESTIMATED COST	(b)(4)

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102 OPTION	ODCs and Travel for CLIN 0101 COST Option Period 1 (2/1/12 - 1/31/13) - Other Direct Costs and Travel in support of MDA/DAC in accordance with the SETA Support Statement of Work (Attachment 1), and Special Contract Clause H-05, for a period of 12-months. Only applicable G&A expenses can be applied to this CLIN. FOB: Destination	1	Lot		
				ESTIMATED COST	\$100,000.00

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103 OPTION	Data and Reports for CLIN 0101 COST Option Period 1 (2/1/12 - 1/31/13) - The Contractor shall provide the data deliverables in accordance with the Contract Data Requirements List, DD Forms 1423-1, Exhibit A. NOT SEPARATELY PRICED LINE ITEM. FOB: Destination				NSP
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201			Labor Hours		
OPTION	Services in Support of MDA/DAC COST				
	Option Period 2 (2/1/13 - 1/31/14) - Services in support of MDA/DAC in accordance with the SETA Support Statement of Work (Attachment 1) for a period of 12-months. See Attachment 4 for Labor Rates. FOB: Destination				
				ESTIMATED COST	(b)(4)

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202		1	Lot		
OPTION	ODCs and Travel for CLIN 0201 COST				
	Option Period 2 (2/1/13 - 1/31/14) - Other Direct Costs and Travel in support of MDA/DAC in accordance with the SETA Support Statement of Work (Attachment 1), and Special Contract Clause H-05, for a period of 12-months. Only applicable G&A expenses can be applied to this CLIN. FOB: Destination				
				ESTIMATED COST	\$100,000.00

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203 OPTION	Data and Reports for CLIN 0201				NSP
	COST				
	Option Period 2 (2/1/13 - 1/31/14) - The Contractor shall provide the data deliverables in accordance with the Contract Data Requirements List, DD Forms 1423-1, Exhibit A. NOT SEPARATELY PRICED LINE ITEM.				
	FOB: Destination				
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301 OPTION	Services in Support of MDA/DAC		Labor Hours		
	COST				
	Option Period 3 (2/1/14 - 1/31/15) - Services in support of MDA/DAC in accordance with the SETA Support Statement of Work (Attachment 1) for a period of 12-months. See Attachment 4 for Labor Rates.				
	FOB: Destination				
				ESTIMATED COST	(b)(4)

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302 OPTION	ODCs and Travel for CLIN 0301 COST	1	Lot		
	Option Period 3 (2/1/14 - 1/31/15) - Other Direct Costs and Travel in support of MDA/DAC in accordance with the SETA Support Statement of Work (Attachment 1), and Special Contract Clause H-05, for a period of 12-months. Only applicable G&A expenses can be applied to this CLIN. FOB: Destination				
				ESTIMATED COST	\$100,000.00

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0303 OPTION	Data and Reports for CLIN 0301 COST				NSP
	Option Period 3 (2/1/14 - 1/31/15) - The Contractor shall provide the data deliverables in accordance with the Contract Data Requirements List, DD Forms 1423-1, Exhibit A. NOT SEPARATELY PRICED LINE ITEM. FOB: Destination				
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0401			Labor Hours		
OPTION	Services in Support of DAC COST Option Period 4 (2/1/15 - 1/31/16) - Services in support of MDA/DAC in accordance with the SETA Support Statement of Work (Attachment 1) for a period of 12-months. See Attachment 4 for Labor Rates. FOB: Destination				
				ESTIMATED COST	(b)(4)

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0402		1	Lot		
OPTION	ODCs and Travel for CLIN 0401 COST Option Period 4 (2/1/15 - 1/31/16) - Other Direct Costs and Travel in support of MDA/DAC in accordance with the SETA Support Statement of Work (Attachment 1), and Special Contract Clause H-05, for a period of 12-months. Only applicable G&A expenses can be applied to this CLIN. FOB: Destination				
				ESTIMATED COST	\$100,000.00



ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0403 OPTION	Data and Reports for CLIN 0401 COST Option Period 4 (2/1/15 - 1/31/16) - The Contractor shall provide the data deliverables in accordance with the Contract Data Requirements List, DD Forms 1423-1, Exhibit A. NOT SEPARATELY PRICED LINE ITEM. FOB: Destination				NSP
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0501 OPTION	Services in Support of DAC COST Option Period 5 (2/1/16 - 1/31/17) - Services in support of MDA/DAC in accordance with the SETA Support Statement of Work (Attachment 1) for a period of 12-months. See Attachment 4 for Labor Rates. FOB: Destination		Labor Hours		
				ESTIMATED COST	(b)(4)

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0502 OPTION	ODCs and Travel for CLIN 0501 COST Option Period 5 (2/1/16 - 1/31/17) - Other Direct Costs and Travel in support of MDA/DAC in accordance with the SETA Support Statement of Work (Attachment 1), and Special Contract Clause H-05, for a period of 12-months. Only applicable G&A expenses can be applied to this CLIN. FOB: Destination	1	Lot		
				ESTIMATED COST	\$100,000.00

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0503 OPTION	Data and Reports for CLIN 0501 COST Option Period 5 (2/1/16 - 1/31/17) - The Contractor shall provide the data deliverables in accordance with the Contract Data Requirements List, DD Forms 1423-1, Exhibit A. NOT SEPARATELY PRICED LINE ITEM. FOB: Destination				NSP
				ESTIMATED COST	\$0.00

**CLAUSES INCORPORATED BY FULL TEXT**

**B-03 CONTRACT TYPE (MAY 2005)**

This is an Indefinite Delivery, Indefinite Quantity Contract with Fixed Rates for Labor Hour Task Orders with a Cost Reimbursable Line Item for Other Direct Costs. The contract has a 58-month base period and five 12-month option periods for a maximum 118 month (9 years, 10 months) period of performance, as specified in Section B and other related Sections, Attachments and Exhibits.

**B-06 CONTRACT MINIMUM/MAXIMUM DOLLARS**

The minimum and maximum dollars for this contract are stated below.

	<b>Minimum</b>	<b>Maximum</b>	<b>Duration</b>
<b>Contract Base (CLINS 0001, 0002, 0003)</b>	\$3,000,000	\$59,852,718	58 months
<b>Option Period 1 (CLINS 0101, 0102, 0103)</b>	\$0	\$13,531,389	12 months
<b>Option Period 2 (CLINS 0201, 0202, 0203)</b>	\$0	\$14,118,974	12 months
<b>Option Period 3 (CLINS 0301, 0302, 0303)</b>	\$0	\$14,732,177	12 months
<b>Option Period 4 (CLINS 0401, 0402, 0403)</b>	\$0	\$15,372,139	12 months
<b>Option Period 5 (CLINS 0501, 0502, 0503)</b>	\$0	\$16,041,988	12 months
<b>CONTRACT TOTAL</b>	\$3,000,000	\$133,649,385	118 months (9 years, 10 months)

## Section C - Descriptions and Specifications

## CLAUSES INCORPORATED BY FULL TEXT

## C-01 SCOPE OF WORK (MAY 2005) (MODIFIED)

The Contractor shall perform the work specified in the Task Order and in accordance with the Statement of Work (SOW) (Attachment 1) and other Attachments, including Attachment 2 – DD Form 254, Contract Security Classification Specification, and Exhibits in Section J of this contract. The Contractor shall provide all necessary materials, labor, equipment and facilities incidental to the performance of this requirement.

## CLAUSES INCORPORATED BY FULL TEXT

## C-02 REPORTS AND OTHER DELIVERABLES (MAY 2005) (MODIFIED)

a. The Contractor shall submit all reports and other deliverables in accordance with the delivery schedule set forth in Section F of the Task Order, and the attached Contract Data Requirements List, DD Forms 1423-1, Exhibit A.

b. Technical reports delivered by the Contractor in the performance of the contract shall be considered Technical Data, as defined in DFARS 252.227-7013, "Rights in Technical Data -- Noncommercial Items."

c. Reports shall be submitted electronically in accordance with the attached Contract Data Requirements List, DD Forms 1423-1, submission requirements. For reports that cannot be submitted electronically, reports shall be mailed by other than first-class mail unless the urgency of submission requires use of first-class mail. In this situation, one copy shall be mailed first-class and the remaining copies forwarded by less than first-class.

d. The following information shall be provided with all reports. However, if the report incorporates a MDA logo or letterhead, this information will be provided on a severable cover sheet and not on the same sheet of paper as the MDA logo or letterhead.

- CONTRACT NUMBER
- TASK ORDER NUMBER
- PROGRAM'S DESCRIPTION (INCLUDING 3 or 4 LETTER CODE)/COR
- CONTRACTOR'S POINT OF CONTACT NAME AND PHONE NUMBER

e. All reports generated under this contract shall contain the following disclaimer statement on the cover page:

"The views, opinions, and findings contained in this report are those of the author(s) and should not be construed as an official Department of Defense position, policy, or decision."

f. Except as provided by the Contract Data Requirements List, DD Forms 1423-1, Exhibit A, and the Contract Security Classification Specification, DD Form 254, Attachment 2, the distribution of any contract report in any stage of development or completion is prohibited without the approval of the Contracting Officer.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-01 PACKAGING AND MARKING OF TECHNICAL DATA (MAY 2005)

Technical data items shall be preserved, packaged, packed, and marked in accordance with the best commercial practices to meet the packaging requirements of the carrier and insure safe delivery at destination. Classified reports, data and documentation shall be prepared for shipment in accordance with the National Security Program Operation Manual (NISPOM), DoD 5220.22-M.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

E-01 INSPECTION AND ACCEPTANCE (MAY 2005)

Final inspection and acceptance of the work called for herein shall be by the designated Contracting Officer's Representative (COR) or by the cognizant contract administration office representative at:

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

Final inspection and acceptance of all data items shall be as specified on the attached Contract Data Requirements List, DD Forms 1423-1, Exhibit A.

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 02-APR-2007 TO 31-JAN-2012	N/A	N/A FOB: Destination	
0002	POP 02-APR-2007 TO 31-JAN-2012	N/A	N/A FOB: Destination	
0003	POP 02-APR-2007 TO 31-JAN-2012	N/A	N/A FOB: Destination	
0101	POP 01-FEB-2012 TO 31-JAN-2013	N/A	N/A FOB: Destination	
0102	POP 01-FEB-2012 TO 13-JAN-2013	N/A	N/A FOB: Destination	
0103	POP 01-FEB-2012 TO 31-JAN-2013	N/A	N/A FOB: Destination	
0201	POP 01-FEB-2013 TO 31-JAN-2014	N/A	N/A FOB: Destination	
0202	POP 01-FEB-2013 TO 31-JAN-2014	N/A	N/A FOB: Destination	
0203	POP 01-FEB-2013 TO 31-JAN-2014	N/A	N/A FOB: Destination	
0301	POP 01-FEB-2014 TO 31-JAN-2015	N/A	N/A FOB: Destination	
0302	POP 01-FEB-2014 TO 31-JAN-2015	N/A	N/A FOB: Destination	
0303	POP 01-FEB-2014 TO 31-JAN-2015	N/A	N/A FOB: Destination	
0401	POP 01-FEB-2015 TO 31-JAN-2016	N/A	N/A FOB: Destination	
0402	POP 01-FEB-2015 TO 31-JAN-2016	N/A	N/A FOB: Destination	
0403	POP 01-FEB-2015 TO 31-JAN-2016	N/A	N/A FOB: Destination	

0501	POP 01-FEB-2016 TO 31-JAN-2017	N/A	N/A FOB: Destination
0502	POP 01-FEB-2016 TO 31-JAN-2017	N/A	N/A FOB: Destination
0503	POP 01-FEB-2016 TO 31-JAN-2017	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

F-01 DELIVERY SCHEDULE/PERIOD OF PERFORMANCE (MAY 2005)

For Base Period:

a. The Contractor shall perform the work required by CLINs 0001, 0002, and 0003 for the SOW during the 58-month period commencing from the date of contract award.

For Option Period(s):

b. In the event the Government exercises Option 1, in accordance with Special Provision, "Exercise of Options," the Contractor shall perform the work required by CLINs 0101, 0102, and 0103 for the SOW during the 12-month period commencing from the effective date of Option 1 (shown in Section B Schedule).

c. In the event the Government exercises Option 2, in accordance with Special Provision, "Exercise of Options," the Contractor shall perform the work required by CLINs 0201, 0202 and 0203 for the SOW during the 12-month period commencing from the effective date of Option 2 (shown in Section B Schedule).

d. In the event the Government exercises Option 3, in accordance with Special Provision, "Exercise of Options," the Contractor shall perform the work required by CLINs 0301, 0302 and 0303 for the SOW during the 12-month period commencing from the effective date of Option 3 (shown in Section B Schedule).

e. In the event the Government exercises Option 4, in accordance with Special Provision, "Exercise of Options," the Contractor shall perform the work required by CLINs 0401, 0402 and 0403 for the SOW during the 12-month period commencing from the effective date of Option 4 (shown in Section B Schedule).

d. In the event the Government exercises Option 5, in accordance with Special Provision, "Exercise of Options," the Contractor shall perform the work required by CLINs 0501, 0502, and 0503 for the SOW during the 12-month period commencing from the effective date of Option 5 (shown in Section B Schedule).

F-03 DELIVERY SCHEDULE OF TECHNICAL DATA ITEMS (MAY 2005) (MODIFIED)



The delivery schedule for each data deliverable will be specified in each Task Order.

#### F-04 LEGAL HOLIDAYS OBSERVED

The following legal holidays are observed:

New Year's Day*	1 January
Martin L. King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day*	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day*	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day*	25 December

\*Holidays that fall on Saturday are observed on Friday and holidays that fall on Sunday are observed on Monday.

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

## G-01 CONTRACT ADMINISTRATION (MAY 2005)

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of this contract:

## (a) CONTRACTING OFFICERS

All contract administration will be effected by the Procuring Contracting Officer (PCO) or designated Administrative Contracting Officer (ACO). Communication pertaining to the contract administration should be addressed to the Contracting Officer. Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to the cognizant contract administration office. No changes, deviations, or waivers shall be effective without a modification of the contract or Task Order executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

The point of contact for all contractual matters is:

Name: Penelope B. Russell  
Organizational Code: MDA/DACS  
Telephone Number: 703-882-6528  
E-Mail Address: [Penelope.Russell@mda.mil](mailto:Penelope.Russell@mda.mil)

## (b) CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer's Representative (COR) is not authorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a formal modification to the contract or Task Order. The authority of the COR is strictly limited to him/her, without redelegation, to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer or a COR acting outside the strict limits of his/her responsibilities as set forth in his/her letter of appointment do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

The COR under this contract is:

Name: Ms. Karen Beveridge  
Organizational Code: MDA/DACR  
Telephone Number: 703-882-6629  
E-Mail Address: [Karen.Beveridge@mda.mil](mailto:Karen.Beveridge@mda.mil)

(c) The Contracting Officer shall provide the following contractor information for the EDA POC and contract administration, and make it a part of Contract Administration for the contract. In addition, the contractor shall update this information, when necessary, after contract award.

Name of Company EDA POC: Phil Han  
E-Mail Address: pphan@caci.com  
Telephone No.: 703-841-7800  
(including area code and extension)

The point of contact on matters pertaining to contract audits is as follows:

Name: Diane Farris  
Title: Contracts Manager  
Telephone No.: 703-679-3370  
(including area code and extension)

G-02 IDENTIFICATION OF CORRESPONDENCE (MAY 2005)

All correspondence and data submitted by the Contractor under this contract shall reference the contract number and Task Order number.

G-03 REMITTANCE ADDRESS (MAY 2005)

The following information is provided pursuant to FAR 52.232-33, "Payment by Electronic Funds Transfer - Central Contractor Registration," Contract Section I (if applicable):



G-04 PATENT INFORMATION (MAY 2005)

Patent information, in accordance with FAR 52.227-11, "Patent Rights -- Retention by the Contractor (Short Form)," or FAR 52.227-12, "Patent Rights -- Retention by the Contractor (Long Form)," shall be forwarded through the Procuring Contracting Officer to:

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

G-05 SUBMISSION OF PAYMENT REQUESTS USING WIDE AREA  
WORK FLOW - RECEIPT AND ACCEPTANCE (WAWF-RA) (JUN 2005)

a. Requirement for Electronic Payment Requests by WAWF-RA

1. The Contractor shall submit all payment requests electronically in accordance with FAR Part 32. As prescribed in DFARS clause 252.232-7003, Electronic Submission of Payment Requests, contractors shall submit all payment requests in electronic form unless the exception in the DFARS clause applies. Paper copies will no longer be processed for payment.

2. To facilitate electronic submission, contractors shall submit all payment requests through the Wide Area Work Flow-Receipt and Acceptance (WAWF-RA) System at <https://wawf.eb.mil> using the appropriate Service Acceptor's DoDAAC (MDA's (NCR) is HQ0006; JNIC is H95001). When using WAWF-RA, the contractor will inform the Contracting Officer's Representative (COR) or designee via e-mail that a WAWF document has been submitted for approval.

3. In accordance with Appendix F of the DFARS, at the time of each delivery of supplies or services under this contract, the contractor shall prepare and furnish to the Government the WAWF-RA electronic form in lieu of a paper copy Material Inspection and Receiving Report (MIRR), DD Form 250.

4. When requesting final payment, the Contractor must establish compliance with all terms of the contract by submitting a Final Receiving Report through WAWF-RA, or Letter of Transmittal, as applicable.

5. The WAWF Training Links are located on the Internet at <https://wawf.eb.mil> under "About WAWF".

6. Questions regarding the use of the system are to be directed to the WAWF Help Desk:

DISA WESTHEM  
Area Command Ogden  
Customer Service Center  
CONUS ONLY: 1-866-618-5988  
COMMERCIAL: 801-605-7095  
DSN: 338-7095  
FAX COMMERCIAL: 801-605-7453  
FAX DSN: 388-7453  
[cscassig@ogden.disa.mil](mailto:cscassig@ogden.disa.mil)

b. Submission of Invoices under Fixed Price Type Contracts

1. "Invoice" as used in this paragraph does not include the contractor's requests for progress payments.

2. The use of WAWF-RA electronic form and invoice are in accordance with DFARS Appendix F.

3. In addition to the requirements of the Prompt Payment clause of the contract, the contractor shall cite on each invoice the contract line item (CLIN); the contract subline item number (SUBCLIN), if applicable; the accounting classification reference number (ACRN), and the payment terms.

4. The contractor shall prepare either:

- \_\_\_\_\_ a separate invoice for each activity designated to receive the supplies or services or  
\_\_\_\_\_ a consolidated invoice covering all shipments delivered under an individual order.

5. If acceptance is at origin, the contractor shall submit the WAWF-RA electronic form or other acceptance verification directly to the designated payment office.

6. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

c. Submission of Vouchers under Time and Materials and Cost Type Contracts

1. Contractors approved under the Defense Contract Audit Agency's (DCAA) direct billing program may submit the first and subsequent interim vouchers directly to the disbursing office. Contractors participating in the direct billing program must provide a copy of the first interim voucher to the cognizant DCAA office within 5 days of its submission to the disbursing office.

2. Upon written notification to the contractor, DCAA may rescind the direct submission authority. Upon receipt of the notice to rescind the direct submission authority, the contractor will immediately begin to submit invoices for the affected contracts to DCAA.

3. When authorized by the DCAA in accordance with DFARS 242.803(b)(i)(C), the contractor may submit interim payment requests. Such authorization does not extend to the first and final vouchers. Vouchers requesting interim payments shall be submitted no more than once every two weeks. For indefinite delivery type contracts, interim payment requests shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 90 calendar days between performance and submission of an interim payment request.

4. The contractor agrees to segregate costs incurred under this contract at the level of performance, either task or subtask, or CLIN or SUBCLIN, rather than on a total contract basis, and to submit vouchers reflecting costs incurred at that level. Vouchers shall contain summaries of work charged during the period covered, as well as overall cumulative summaries for all work invoiced to date, by line item, subline item, task or subtask. Delivery orders will be segregated by individual order.

5. The contractor shall submit the final voucher to the cognizant DCAA office and ACO, if applicable.

G-06 ALLOTMENT OF FUNDS (MAY 2005) (MODIFIED)

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, shall be tracked in the following format for each CLIN in the Task Order:

CLIN 0001:	\$TBD
Estimated funds exhaustion date:	Insert Date

G-07 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (MAY 2005)

CLINs 0001 and 0002 and associated Option CLIN(s), may be funded by multiple accounting classifications. The Contractor shall segregate cost and submit vouchers as required by provision G-05, Submission of Payment Requests Using Wide Area Work Flow – Receipt and Acceptance (WAWF-RA). The Defense Finance and Accounting Service (DFAS) shall make payments from those Accounting Classification Record Numbers (ACRNs) assigned each CLIN as described in provision G-09, Accounting and Appropriation Data.

G-09 ACCOUNTING AND APPROPRIATION DATA (MAY 2005)

CLIN 0001:

ACRN: AA  
ACCT CLASS: TBD  
AMOUNT: \$TBD  
TOTAL ACRN: \$TBD

Note: All funding will be applied to Task Orders only.

G-10 SEGREGATION OF COSTS (MAY 2005)

For CLIN(s) 0001 and 0002 and their respective Option CLINs, vouchers shall contain actual hours and costs by cost element (worked at each individual fully-burdened labor rate identified by labor categories in the contract) and overall cumulative summaries of all work vouchered to date.

G-12 TAXPAYER IDENTIFICATION NUMBER (TIN) (SEP 2005)

The Contractor's taxpayer identification number is 54-1462136. This number shall appear in the space identifying the Contractor in the appropriate blocks of contract forms and billing submittals.

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

## H-03 TASK ORDERS (MAY 2005) (MODIFIED)

a. General. The task order procedures in this clause shall apply to CLINs 0001, 0002 and 0003 and all associated Option CLINs, if exercised. The Government is only obligated to place orders totaling the minimum contract dollar amount shown in the Schedule, B-06. The Government may order up to the maximum dollars specified in the Schedule, B-06. The contractor shall invoice and receive payment for the number of hours actually worked in performing the Task Order. For purposes of this contract, the term "Task Order" is synonymous and interchangeable with the word "order" as used in Section I clauses FAR 52.216-18, 52.216-19 and 52.216-22. All Task Orders are subject to the terms and conditions of this contract. In the event of a conflict between a Task Order and this contract, the contract shall prevail.

b. Ordering. Task Orders will be issued in written form by the Contracting Officer. Normally, prior to issuing a Task Order, the Contracting Officer will request, and the Contractor shall provide a Task Plan for accomplishing the work.

(1) Draft Task Order. The Contracting Officer will issue a draft Task Order to the Contractor with a request to the Contractor to submit a plan for accomplishing the task. The draft Task Order will include the following information:

- (a) Contract Number, Task Order number, CLIN and SOO/SOW reference;
- (b) Description of the task to be performed;
- (c) Period of performance for the task;
- (d) Description of the deliverables (as appropriate); and
- (e) Specify either level of effort (LOE) or completion and number of direct labor hours per labor category.

NOTE: Issuance of a draft Task Order does not authorize performance of this task.

(2) Task Plan. The Contractor shall submit a Task Plan within fifteen (15) calendar days after receipt of a draft Task Order. The Task Plan shall include:

- (a) A brief description of the method and approach to accomplish the Task Order;
- (b) Estimated level of effort by direct labor hours per labor category (including labor category descriptions) required to perform the task. The Contractor shall include all reimbursable labor hours worked regardless of the source, i.e. prime or subcontractor;
- (c) Estimated ceiling price for the task, including all travel and other direct costs, with supporting rationale.

(3) Task Order Issuance. Within thirty (30) calendar days after receipt of the Task Plan, the Contracting Officer will provide either an executed Task Order, or advise the Contractor of changes required to the Task Plan. Once the Contractor and Contracting Officer have agreed on the contents of the Task Plan, the Contracting Officer will issue the Task Order, which includes the following:

- (a) Contracting Officer's signature and date of order;
- (b) Contract Number, Task Order number, CLIN and SOW reference;
- (c) Description of the Task to be performed;

- (d) For LOE tasks, the maximum number of direct labor hours by labor category and total dollar amount; for completion tasks, the estimated ceiling price not to exceed labor hours and total dollar amount;
- (e) The period of performance for the task; and
- (f) Deliverables including applicable CDRLs.

(4) Alternate Procedure. When time will not permit the preparation of a Task Plan before commencement of work, the Contracting Officer may issue a Task Order specifying a maximum direct labor hours by labor category and estimated ceiling price pending agreement on the Task Plan.

- (a) The Contractor shall begin performance promptly and submit a Task Plan within ten (10) calendar days after receipt of the Task Order.
- (b) Within ten (10) calendar days after receipt of the Task Plan, the Contracting Officer will provide either a written Notice of Approval, issue an amendment to the Task Order, or advise the Contractor of changes required to the Task Plan.
- (c) Until a Task Plan is approved, the Contractor shall not expend more than 50% of the estimated ceiling price.

c. Task Order Amendments/Modifications. In emergency circumstances, the Contracting Officer may orally amend the Task Order, which will be confirmed by a written Task Order modification.

d. Performance. The Contractor shall commence performance upon receipt of a signed Task Order. Contractors are not authorized to perform work prior to the receipt of an executed Task Order. Commencement of work before receipt of a new Task Order is at the contractor's own risk.

e. Cost and Labor Hour Limitation.

(1) The Contractor shall not incur costs unless authorized by the Contracting Officer.

(2) The Contractor may, without notice to the Government, increase or decrease the approved number of hours by no more than 35% for any labor category unless otherwise stated in the Task Order. These adjustments are allowable only to the extent that they are within the scope and do not exceed the maximum ceiling price for the Task Order.

#### CLAUSES INCORPORATED BY FULL TEXT

#### H-05 AUTHORIZED TRAVEL AND TRAVEL COSTS AS SPECIFIED UNDER A TRAVEL CLIN (MAY 2005)

a. Travel. All contractor travel (non-local) that is directly billed under this contract (other than extended commuting travel as defined under paragraph c. below) must be approved in advance by the Procuring Contracting Officer (PCO) or designated official using MDA Form 110.

Travel will be reimbursed on a cost reimbursable basis; no profit or fee will be paid. Allowable travel costs are described in the Federal Acquisition Regulation (FAR) 31.205-46. Travel costs not specifically covered at FAR 31.205-46 will be addressed on as-need basis. The contractor shall use The Joint Travel Regulation as a guide for making travel decisions regarding travel rules. The contractor agrees to use the lowest cost mode commensurate with the requirements of the mission. When necessary to use air or rail travel, the contractor agrees to use coach,



tourist class or similar accommodations to the extent they are available and commensurate with the mission requirements.

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

c. Extended Commuting Travel.

(1) All contractor extended commuting travel under this contract must be approved by the COR AND BY THE PROCURING CONTRACTING OFFICER (PCO) using MDA Form 110. Approval will be granted only after review and government acceptance of contractor documentation 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 as stated in b. (1) above.

H-06 INSURANCE (MAY 2005)

In accordance with FAR Part 28.307-2, the Contractor shall maintain the types of insurance and coverage listed below:

TYPES OF INSURANCE	MINIMUM AMOUNT
Workmen's Compensation and all occupational disease	As required by State law
Employer's Liability including all occupational disease when not covered by Workmen's Compensation above	\$100,000 per accident
General Liability (Comprehensive) Bodily Injury	\$500,000 per occurrence
Automobile Liability (Comprehensive)	
Bodily Injury per person	\$200,000
Bodily Injury per accident	\$500,000
Property Damage per accident	\$ 20,000

H-07 ALTERNATE DISPUTES RESOLUTION (MAY 2005)

The Government and the Contractor will work together to ensure the success of the Contract. The parties realize, however, that disagreements and disputes may arise between them. They agree to use their best efforts to resolve all disagreements and disputes quickly, efficiently and fairly. The Government prefers to resolve all issues arising under or related to the contract by negotiation, first at the Contracting Officer level, and if unresolved, at the Program Director/Manager level. If negotiations reach an impasse, the Government and the Contractor agree to consider using one or more of the ADR processes identified in 5 USC 571. In the event either party rejects the use of ADR procedures, he will inform the other in writing of the specific reasons.

The parties agree that they will establish a written ADR process, tailored to the circumstances, before beginning ADR. Typically, the agreement will address: issues requiring resolution, authorized representatives, appointment of neutrals, audit requirements, confidentiality and duration of the ADR process, suspension of litigation, and a schedule.

This provision does not prevent either party from taking any action to preserve its rights under the Contract Disputes Act or any other statute or regulation. Agreement to this provision is not a condition for award of this contract, nor will objections to this provision be considered in evaluation for award.

#### H-08 PUBLIC RELEASE OF INFORMATION (MAY 2005)

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). At a minimum, these materials may be technical papers, presentations, articles for publication and speeches or mass media material, such as press releases, photographs, fact sheets, advertising, posters, compact discs, videos, etc.

b. All materials which relate to the work performed by the contractor under this contract shall be submitted to MDA for review and approval prior to release to the public. Subcontractor public information materials shall be submitted for approval through the prime contractor to MDA.

c. The MDA review and approval process for contractors working under an MDA contract starts with the contracting officer's representative (COR) when they are located at the MDA National Capital Region (NCR— address same as paragraph j. below), and the contracting officer (who signed contract on cover sheet for contract award, or designated replacement) for all other contracts.

(1) The contractor shall request a copy of MDA form "Clearance Request For Public Release of Information" (.pdf format) or any superseding form from the MDA COR or contracting officer (when COR is external to MDA NCR).

(2) The contractor shall complete Blocks 1, 2, 3 and 6 of the Clearance Request form (or comply with the instructions of any superseding form) and submit it with materials to be cleared to the COR (see paragraph j. below). If the information was previously cleared, provide the Public Release Case Number if available and a copy of the previous document highlighting the updated information.

(3) The COR may affirm "public releaseability" by signing the Statement of Certification in Block 7 of the Clearance Request.

(4) The COR will forward the Clearance Request with the materials to be cleared to the MDA designated point of contact for Block 8 approval and submission of package to MDA/DC.

(5) The MDA COR or contracting officer (when COR is external to MDA NCR) will notify the contractor of the agency's final decision regarding the status of the request.

d. The contractor shall submit the following to the COR at least 60 days in advance of the proposed release date:

(1) Seven (7) copies of each item.

(2) Written statement, including:

(a) To whom the material is to be released

(b) Desired date for public release

(c) Statement that the material has been reviewed and approved by officials of the contractor or the subcontractor, for public release, and

(d) The contract number.

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

- f. Outlines, rough drafts, marked-up copy (with handwritten notes), incorrect distribution statements, FOUO information, export controlled or ITAR information will not be accepted or cleared.
- g. Abstracts or abbreviated materials may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, clearance of abstracts or abbreviated materials does not satisfy the requirement for clearance of the entire paper.
- h. The MDA Director of Communications (MDA/DC) is responsible for coordinating the public release review. MDA/DC will work directly with the COR if there are questions or concerns regarding submissions. MDA/DC will not work with contractors who have not gone through their COR.
- i. Once information has been cleared for public release, it is in the public domain and shall always be used in its originally cleared context and format. Information previously cleared for public release but containing new, modified or further developed information must be submitted again for public release following the steps outlined in items a. through h. above.
- j. Due to time and screening constraints, it is recommended that all "public release" packages submitted to MDA be forwarded by a commercial overnight delivery service, addressed as follows:

Missile Defense Agency/(3 or 4 letter code)  
Attn: First name, Last name\*  
1301 Southgate Road  
Arlington, VA 22202

\* Insert name of COR or, if information is being forwarded by COR to MDA, insert the name of the Contracting Officer.

#### H-09 ORGANIZATIONAL CONFLICT OF INTEREST (OCI) (MAY 2005) (MODIFIED)

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) Participation in MDA and MDA Related Contracts: The contractor shall not participate as a prime contractor or subcontractor in any MDA contract other than this contract without written approval by the Contracting Officer. Participation in MDA and MDA related contracts will be reviewed on a case by case basis by the Contracting Officer to assure that no organization conflict of interest exists.

(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, Section J) for each MDA, and ballistic missile defense-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. **Government Indemnity:** The Contractor shall hold the Government harmless and indemnify the Government as to any cost or loss resulting from the unauthorized use or disclosure of third party proprietary information, data, or software by the contractor, its employees, or subcontractors where the proximate cause of the unauthorized release is the action or inaction of the contractor, its employees, or subcontractors. The unauthorized use or disclosure of information, data, or software is defined as the use or disclosure of information, data, or software that is clearly and properly marked "proprietary" or bears appropriate restrictive markings clearly printed on the material. The contractor is not liable for the unauthorized use or disclosure of third party proprietary information, data, or software if the Government authorizes or directs the disclosure or use of the third party proprietary information, data, or software.

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

NOTE: OCI Risk Mitigation Plans and associated OCI Disclosure Forms are hereby incorporated as Attachment 7 to the contract. Company non-disclosure form is due to the Government prior to award. Employee non-disclosure forms are due to the Government no later than 15 days after contract award or within 5 days of arrival of new hire.

#### H-10 ENABLING CLAUSE FOR BMD INTERFACE SUPPORT (MAY 2005)

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 Ballistic Missile Defense (BMD) Contractors and other Government agencies. Appropriate organizational conflicts of interest clauses and additional costs, if any, will be negotiated as needed to protect the rights of the Contractor and the Government.

b. Interface support deals with activities associated with the integration of the requirements of this contract into BMD system plans and the support of key Missile Defense Agency (MDA) program reviews.

c. 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.

d. The Contractor further agrees to include a clause in each subcontract requiring compliance with paragraph c. 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.

e. Personnel from BMD Contractors or other Government agencies or Contractors are not authorized to direct the Contractor in any manner. The Contractor agrees to accept technical direction as follows: Whenever it becomes necessary to modify the contract and redirect the effort, a change order signed by the Contracting Officer, or a supplemental agreement signed by both the Contracting Officer and the Contractor, will be issued.

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

**H-11 MDA VISIT AUTHORIZATION PROCEDURES (MAY 2005)**

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

Missile Defense Agency, MDA/ACC  
7100 Defense Pentagon  
Washington, DC 20301-7100  
Telephone No.: (703) 697-8204 Facsimile No.: (703) 693-1526

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

**H-12 CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS (MAY 2005)**

a. To maintain the security of the MDA spaces and information systems, the Contractor shall notify the COR in writing whenever a prime or subcontractor employee included on the current Visit Authorization Request/Letter no longer supports this contract. This requirement shall apply to both Contractor and employee initiated termination of services and to temporary suspension of services.

b. The contractor will cooperate with COR in taking the following actions (facilitating the employee's return of all badges, keycards, and passes). Specifically, upon notification, the COR will work with the Technical Area Security Officer (TASO)/Office Security Manager (OSM) to ensure timely action to:

(1) remove the employee from the current Visit Authorization Request/Letter;

(2) cancel the MDA badge, keycard and Pentagon Pass issued pursuant to the Visit Authorization Request/Letter; and

(3) terminate the MDA LAN account/access privileges.

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

\*Note: In addition, see Clause H-23 Contractor Employee Out-Processing.

**H-13 ACQUISITION OF FACILITIES (MAY 2005)**

The Contractor agrees to provide facilities (as defined under FAR 45.301 and further defined under FAR 45.101, Definitions of Plant Equipment and Real Property) for the performance of this contract. The term facilities includes 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. In no case shall the cost to the Government for leased facilities, acquired under this contract, exceed the constructive cost of ownership. Additionally, 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.

**H-14 KEY PERSONNEL QUALIFICATIONS (MAY 2005)**

a. The Contractor shall promptly notify the Contracting Officer and the Contracting Officer's Representative prior to making any changes to key personnel. If replacing key personnel, the Contractor shall adhere to the following: (1) when replacing a key person, the new person's qualifications are equal to or better than the qualifications of the person being replaced; or (2) when adding personnel, the new person's qualifications are equal to or better than the core capabilities for that specific labor category in the contract (labor category descriptions are included in Attachment 4). The key staff positions for this contract are listed in Attachment 8 to the contract.

b. All Contractor notifications must provide the name and departure date for the incumbent leaving, a complete resume for the proposed substitute, and any other pertinent information requested by the Contracting Officer. The Government shall be provided the opportunity to review the proposed substitution regarding qualifications, security matters or any other concerns which could, in its opinion, affect performance under this contract.

c. This clause does not, in any way, abrogate the contractor's authority to hire or assign personnel as it sees fit, or its responsibility to fill key positions with qualified personnel.

#### H-16 CONTRACTOR ACCESS TO PLANNING, PROGRAMMING, BUDGETING AND EXECUTION (PPBE) DATA (MAY 2005)

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 immediately notified in writing in the event of any changes in b (1) or (2) above throughout the performance 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) PROGRAMING

- (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 Agreements" (MDA Form 99), Section J - Attachment 5, 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.

#### H-18 LOCATION OF PERFORMANCE (MAY 2005) (MODIFIED)

Work performed at the NCR Government sites will be at MDA Headquarters, currently at FOB2, Arlington, VA or the Suffolk building, Falls Church, VA. MDA will provide workstations and all necessary equipment and supplies at these on-site locations. The Program Manager is required to be on-site and have the authority to make commitments for the company.

Work performed in Huntsville AL will be both on-site and off-site. MDA will provide workstations and all necessary equipment and supplies for on-site personnel.

Work performed in Colorado Springs CO, Albuquerque NM, Los Angeles CA and Boston MA will be both on-site and off-site. MDA will provide workstations and all necessary equipment for on-site personnel.

Any proposed personnel place of performance outside the listed locations must be explained and justified.

#### H-19 INHERENTLY GOVERNMENTAL FUNCTIONS (MAY 2005)

- a. An inherently governmental function is a function that is so intimately related to the public interest as to mandate performance by Government employees. These functions include those activities that require either the exercise of discretion or the making of value judgments in making decisions for the Government. The Contractor is not an agent or a representative of MDA and shall not assume these roles. While the Contractor may be required to visit other governmental agencies or Contractors to obtain information for MDA, such work shall be under the guidance of the

Contracting Officer's Representative (COR). Fact-finding involving foreign governments and necessarily U.S. relations with those governments shall not be performed by the Contractor.

b. The Contractor shall ensure that its employees performing under this contract have read and understand Office of Federal Procurement Policy Letter 92-1, dated September 23, 1992, on this subject. In the event the Contractor is concerned that work requested of it violates the Policy Letter 92-1, it shall immediately inform the Contracting Officer.

#### H-20 SENSITIVE INFORMATION TECHNOLOGY WORK (MAY 2005)

DOD 5200.2-R, DOD Personnel Security Program, requires Contractor personnel, who perform work on sensitive Information Technology (IT) systems, to be assigned to positions which are designated at one of three sensitivity levels (IT-I, IT-II or IT-III). These designations equate to Critical Sensitive, Non-Critical Sensitive, and Non-Sensitive. Working On-Site in any MDA Facility requires a minimum Sensitivity of IT-II. The following investigations are required:

IT-I designated positions require a Single Scope Background Investigation (SSBI).

IT-II designated positions require a National Agency Check with Law and Credit (NACLC).

IT-III positions associated with MDA are found only at contractor's facilities. See below for requirement.

The required investigation will be completed prior to the assignment of individuals to sensitive duties associated with the position.

For IT-III positions at the Contractor's facility, the Contractor will forward their employee information (completed SF 85P, Questionnaire for Positions of Public Trust), and two (2) DD Forms 258 (Fingerprint cards) either electronically or on magnetic media to: Organizational Security Division (MDS/SISO); ATTN: Personnel Security, 7100 Defense Pentagon, Washington, DC 20301-7100.

MDA retains the right to request removal of Contractor personnel, regardless of prior clearance or adjudication status, whose actions, while assigned to this contract, clearly conflict with the interests of the Government. The reason for removal will be fully documented in writing by the Contracting Officer. When and if such removal occurs, the Contractor will within 30 working days assign qualified personnel to any vacancy(ies) thus created.

H-21 



**H-22 SMALL BUSINESS PARTICIPATION REPORTING REQUIREMENT (MAY 2005)**

a. In accordance with FAR clause 52.219-9 of the contract, 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 semi-annually and at contract completion to the Director, Small Business (SB), 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, SB, 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 (SB)  
7100 Defense Pentagon  
Washington, DC 20301-7100

NOTE: The Contractor's subcontracting plan is hereby incorporated as Attachment 6 to the contract.

**H-23 CONTRACTOR EMPLOYEE OUT-PROCESSING (MAY 2005)**

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.

**H-25 LOE/ALTERNATE LOCATIONS****ADJUSTMENT TO LEVEL OF EFFORT/ALTERNATE LOCATIONS**

a. Based on mission needs and operations tempo, performance under this contract could result in changes to the original LOE hours estimate. To the extent that the effort remains consistent with the labor categories identified in the contract, increases or decreases of up to 100% of the original LOE hours estimate are within scope of the existing contract.

b. Services under contract are currently performed primarily in the National Capital Region (NCR); however, performance will be required in Huntsville AL, Colorado Springs CO, Albuquerque NM, Los Angeles CA and Boston MA. MDA is under going a Re-Engineering process and is on the Base Realignment and Closure (BRAC) list. Performance may be required at various locations throughout CONUS, Government approved locations and other proposed Contractor facilities [in accordance with FAR 45.301 and 45.302, providing facilities]. As a result of these two initiatives, performance under this contract may be required in various locations throughout the US.

c. As the Government requires support for locations outside of the NCR and the Huntsville AL area, the Government will enter into negotiations to establish rates for the alternate locations.

#### H-26 TRANSITION PERIODS

a. "Transition In" – The Government requires an orderly transition of the support function from the current contract, HQ0006-05-C-0027. The COR will meet with the contractor to coordinate the details of the transition activities.

b. "Transition Out" – The Government requires an orderly transition from contract HQ0006-07-D-0006 to any follow-on contract(s). The transition-out period shall begin sixty (60) days prior to the end of the current contract. The contractor shall work closely with any follow-on contractor to assure uninterrupted contract support. The transition may involve the transfer of documentation, operating procedures and other resources. The "Transition-Out" shall include contractor attendance at program reviews; participation in working groups; briefings; on-site communications; and full disclosure of technical, cost, and programmatic information. The COR will meet with the incumbent and new contractors to coordinate the details of transition. The current contractor is responsible for contract performance during the transition-out period.

#### H-27 ASSOCIATE CONTRACTOR

1. The Contractor shall enter into associate contractor agreements (hereinafter called "agreements") with the Contractors (hereinafter called "associate contractors") identified in the following paragraph:

Contract HQ0006-07-D-0002

(a) The Contractor shall execute written agreements with companies, individuals and organizations identified by the Government as associate contractors (ASCONS). The agreement shall provide for the timely, free and direct exchange of information and data necessary for the performance of this contract and shall be structured to ensure effective communication between counterparts at all levels from senior corporate management to working contracting personnel. The agreements shall include the provision that any proprietary information furnished by an ASCON pursuant to the work under this contract will be protected from unauthorized release or disclosure beyond the scope of the agreement. Further, the agreement shall hold the Government harmless from liability for the unauthorized disclosure by the Contractor of ASCON proprietary information.

(b) If the Contractor requires technical information from an ASCON the Contractor shall request and obtain any and all such information directly from the ASCON, pursuant to the written agreement with that Contractor.

(c) The Contractor shall freely and directly exchange technical information and data on the performance of its efforts. The Government intends to conduct meetings to facilitate the exchange of technical information and data. In the event of a disagreement as to what constitutes a permissible exchange of information or data under agreements, the matter shall be brought to the attention of the Contracting Officer for resolution.

2. The Contractor shall furnish to the Contracting Officer a copy of ASCON Agreements when executed. E-mail copies are acceptable which clearly indicate or state that the agreements have been executed.

#### H-28 WORK ON GOV'T PREMISES

##### WORK ON GOVERNMENT PREMISES

1. Any work performed by the Contractor or any of its subcontractors on premises under Government control is subject to all requirements of this contract governing such work, and the following:

(a) All contractor and subcontractor personnel shall, at all times, conspicuously display a distinctive badge provided by the Contractor, identifying such personnel as employees of the Contractor and shall observe and otherwise be subject to such security regulations as are in effect for the particular premises involved.

(b) All Contractor and subcontractor personnel shall be easily recognized by wearing Government provided security badges while working at MDA.

(c) The Contractor shall provide direct supervision of its own employees and shall not supervise or accept supervision from any Government personnel.

2. The Contractor shall designate, in writing to the Contracting Officer or their duly authorized representative, an on-the-premises representative to serve as the Contractor point of contact.

#### H-29 OPTION PRICING ADJUSTMENT

Should the Contractor's DCMA/DCAA Forward Pricing Rate Agreement (FPRA) or DCMA/DCAA's Forward Pricing Recommend Rates (FPRR) indicate an upward or downward change of 10% from the originally proposed (option years only) fully-burdened labor rates, the Contractor will be given the opportunity to adjust its fully-burdened labor rates before the Government exercises Option Year 1. The Contractor shall submit a proposal in accordance with FAR 15.403-4 for all of the option periods, no later than 180 days prior to the start of the first option period. Certified cost or pricing data are required from the contractor and subcontractor(s) meeting the criteria in FAR 15.404-3. The prime contractor and subcontractor(s) shall comply with applicable cost support data requirements in FAR 15.408, Table 15-2, which are instructions for submitting cost or pricing proposals when cost or pricing data are required. Following negotiations and if required, the Contracting Officer will execute a modification adjusting the fully-burdened labor rates and maximum price ceiling for each option.

#### H-30 POST AWARD CONFERENCE

A post-award conference will be conducted within 30 days after contract award. The Contracting Officer will notify the contractor in writing of the time, place and agenda for the conference. The contractor's duly authorized representatives shall attend the conference.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II	Small Business Subcontracting Plan (Sep 2006) Alternate II	OCT 2001
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	OCT 1999
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-50	Combating Trafficking in Persons	APR 2006
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006

52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	FEB 2007
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	SEP 2006
52.245-4	Government-Furnished Property (Short Form)	JUN 2003
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	MAY 2004
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.249-6 Alt IV	Termination (Cost Reimbursement) (May 2004) - Alternate IV	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991



252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7010	Levies on Contract Payments	SEP 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2005
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

##### (a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

NOTE: This clause is only applicable to CLINS 0002, 0102, 0202, 0302, 0402 and 0502.

(End of clause)

#### 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the initial 58-month base period and any options, if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the

Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$20,000,000;

(2) Any order for a combination of items in excess of \$20,000,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the initial five-year base period and any options, if exercised.

(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 30 days; 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 10-years.

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Any subcontract not evaluated by the Government as part of the initial award or as part of a Task Order.

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:



(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/index.html>


(End of clause)



## Section J - List of Documents, Exhibits and Other Attachments

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	DATE
Exhibit A	Contract Data Requirements List, DD Forms 1423	02-APR-2007
Attachment 1	Statement of Work	02-APR-2007
Attachment 2	Contract Security Classification, DD Form 254	02-APR-2007
Attachment 3	OCI Analysis Disclosure Form	02-APR-2007
Attachment 4	Labor Category Position Description Names and Identification Numbers (ID), Labor Rates, and Labor Category Position Descriptions (including ID Numbers	02-APR-2007
Attachment 5	PPBE Non-Disclosure Agreement	02-APR-2007
Attachment 6	Subcontracting Plan	02-APR-2007
Attachment 7	OCI Mitigation Plan	02-APR-2007
Attachment 8	Key Personnel List	02-APR-2007

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				S	1   4
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 26-Jul-2007	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100	CODE HQ0006	7. ADMINISTERED BY (If other than item 6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342		CODE S2404A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CACI DYNAMIC SYSTEMS, INC. DIANNE M. FARRIS 14151 PARK MEADOW DR CHANTILLY VA 20151				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-07-D-0006
				X	10B. DATED (SEE ITEM 13) 02-Apr-2007
CODE OFJH5	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Bilateral and pursuant to authority of 44.204(a)(1)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: nsostrow 071655 The purpose of this modification is to add Tecolote Research Inc as a subcontractor under FAR 52.244-2, "Subcontracts," contingent on a mutually acceptable proposal is submitted by Tecolote to CACI no later than 21 August 2007.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SHIRLEE R. MADELOFF / CONTRACT SPECIALIST TEL: 703-882-6152 EMAIL: Shirlee.Madeloff@mda.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 26-Jul-2007	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION I - CONTRACT CLAUSES

The following have been modified:

## 52.244-2 SUBCONTRACTS (AUG 1998)

## (a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Any subcontract not evaluated by the Government as part of the initial award or as part of a Task Order.

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting--
  - (A) The principal elements of the subcontract price negotiations;
  - (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--
  - (1) Of the acceptability of any subcontract terms or conditions;
  - (2) Of the allowability of any cost under this contract; or
  - (3) To relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

Kepler Research, Inc.,


IVIS PSC, and

C-Systems Incorporated

Tecolote Research Inc (Consent is contingent on pending negotiations of the proposal, which are in process and do by CACI on the 21<sup>st</sup> of August 2007).

(End of clause)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			S	1	2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 26-Jul-2007	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100	CODE HQ0006	7. ADMINISTERED BY (If other than item 6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342		CODE S2404A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CACI DYNAMIC SYSTEMS, INC. DIANNE M. FARRIS 14151 PARK MEADOW DR CHANTILLY VA 20151			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-07-D-0006	
			X	10B. DATED (SEE ITEM 13) 02-Apr-2007	
CODE OFJH5	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 28.309 Contract clauses for Workers' Compensation Insurance					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: nsostrow 071667 The purpose of this modification is to add clause 52.228-3 Workers Compensation Insurance (Defense Base Act)					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SHIRLEE R. MADELOFF / CONTRACT SPECIALIST TEL: 703-882-6152 EMAIL: Shirlee.Madeloff@mda.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 31-Jul-2007

SECTION SF 30 BLOCK 14 CONTINUATION PAGE


**SUMMARY OF CHANGES**

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.228-3            Worker's Compensation Insurance (Defense Base Act)            APR 1984

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			S	1   4
2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE 22-Aug-2007	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100	CODE HQ0006	7. ADMINISTERED BY (If other than item 6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342		CODE S2404A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CACI DYNAMIC SYSTEMS, INC. DIANNE M. FARRIS 14151 PARK MEADOW DR CHANTILLY VA 20151			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-07-D-0006-0002
			X	10B. DATED (SEE ITEM 13) 01-Apr-2007
CODE OFJH5	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Pursuant to FAR 52.232-22 Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: nsostrow 071865 The purpose of this modification is to provide incremental funding to CLIN 0001 in the amount of \$42,717.00				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SHIRLEE R. MADELOFF / CONTRACT SPECIALIST TEL: 703-882-6152 EMAIL: Shirlee.Madeloff@mda.mil	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 22-Aug-2007



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000104 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT Labor Hours	UNIT PRICE	AMOUNT
000104	MIPR FUNDING for CLIN 0001 COST FOB: Destination PURCHASE REQUEST NUMBER: N0001907MP09603				
				ESTIMATED COST	\$0.00
	ACRN AE CIN: N0001907MP096030001				\$8,809.00

SUBCLIN 000105 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT Labor Hours	UNIT PRICE	AMOUNT
000105	MIPR FUNDING FOR CLIN 0001 COST FOB: Destination PURCHASE REQUEST NUMBER: N0001907MP09891				
				ESTIMATED COST	\$0.00
	ACRN AF CIN: N0001907MP098910001				\$9,689.00

SUBCLIN 000106 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT Labor Hours	UNIT PRICE	AMOUNT
000106	MIPR FUNDING FOR CLIN 0001 COST FOB: Destination PURCHASE REQUEST NUMBER: N0001906MP02600				
				ESTIMATED COST	\$0.00
	ACRN AG CIN: N0001906MP026000001				\$24,219.00

## SECTION G - CONTRACT ADMINISTRATION DATA

## Accounting and Appropriation

## Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$42,717.00 from \$1,075,000.00 to \$1,117,717.00.

## SUBCLIN 000104:

Funding on SUBCLIN 000104 is initiated as follows:

ACRN: AE

CIN: N0001907MP096030001

Acctng Data: 1751506Y5C83120001900501192D000000PMA265IC2170

Increase: \$8,809.00

Total: \$8,809.00

## SUBCLIN 000105:

Funding on SUBCLIN 000105 is initiated as follows:

ACRN: AF

CIN: N0001907MP098910001

Acctng Data: 1761506 Y1CF 252 00 019 0 050119 2D 000000 PMA265IA2800

Increase: \$9,689.00

Total: \$9,689.00

## SUBCLIN 000106:

Funding on SUBCLIN 000106 is initiated as follows:

ACRN: AG

CIN: N0001906MP026000001

Acctng Data: 1751506 Y5C8 253 00 019 0 050119 2D 000000 PMA265IC2950

Increase: \$24,219.00

Total: \$24,219.00

The following have been modified:


G-06 ALLOTMENT OF FUNDS (MAY 2005)

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

CLIN 0001:	\$1,092,717.00
Estimated funds exhaustion date:	30 Sept 07

CLIN 0002:	\$25,000.00
Estimated funds exhaustion date:	30 Sept 07

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				S	1   3
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 26-Jul-2007	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100	CODE HQ0006	7. ADMINISTERED BY (If other than item 6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342		CODE S2404A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CACI DYNAMIC SYSTEMS, INC. DIANNE M. FARRIS 14151 PARK MEADOW DR CHANTILLY VA 20151				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-07-D-0006-0002
				X	10B. DATED (SEE ITEM 13) 01-Apr-2007
CODE 0FJH5	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: nsostrow 071369 The purpose of this modification is to provide incremental funding in the amount of \$300,000.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SHIRLEE R. MADELOFF / CONTRACT SPECIALIST TEL: 703-882-6152 EMAIL: Shirlee.Madeloff@mda.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 26-Jul-2007	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000101

The CLIN description Incremental Funding for CLIN 0001 has been added.

SUBCLIN 000102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102	Incremental Funding for CLIN 0001		Labor Hours		
	COST				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: SB9WAH63932				
				ESTIMATED COST	\$0.00
	ACRN AC				\$110,672.00
	CIN: SB9WAH639320001				

SUBCLIN 000103 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000103	Incremental Funding for CLIN 0001		Labor Hours		
	COST				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: SB9WAH72554				
				ESTIMATED COST	\$0.00
	ACRN AD				\$189,328.00
	CIN: SB9WAH725540001				

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$300,000.00 from \$775,000.00 to \$1,075,000.00.

## SUBCLIN 000102:

Funding on SUBCLIN 000102 is initiated as follows:

ACRN: AC

CIN: SB9WAH639320001

Acctng Data: 9760400.2520 6 BM 2520 40603893C00 255Y S12135 MD6060241C3932 620338

Increase: \$110,672.00

Total: \$110,672.00

## SUBCLIN 000103:

Funding on SUBCLIN 000103 is initiated as follows:

ACRN: AD

CIN: SB9WAH725540001

Acctng Data: 9770400.2520 7 BM 2520 40603894C00 255Y S12135 MD7060241C2554 72L006

Increase: \$189,328.00

Total: \$189,328.00

The following have been modified:

## G-06 ALLOTMENT OF FUNDS (MAY 2005)

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

CLIN 0001:	\$1,050,000.00
Estimated funds exhaustion date:	30 Sept 07

CLIN 0002:	\$25,000.00
Estimated funds exhaustion date:	30 Sept 07

(End of Summary of Changes)

**ORDER FOR SUPPLIES OR SERVICES**

PAGE 1 OF 8

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. HQ0006-07-D-0006				2. DELIVERY ORDER/ CALL NO. 0001		3. DATE OF ORDER/CALL (YYYYMMDD) 2007 Apr 02		4. REQ./ PURCH. REQUEST NO. See Schedule		5. PRIORITY DX-C9			
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100				CODE HQ0006		7. ADMINISTERED BY (if other than 6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342				CODE S2404A			
9. CONTRACTOR CACI DYNAMIC SYSTEMS, INC. DIANNE M. FARRIS 14151 PARK MEADOW DR CHANTILLY VA 20151				CODE OFJH5		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED			
14. SHIP TO <b>SEE SCHEDULE</b>				CODE		15. PAYMENT WILL BE MADE BY CODE HQ0338 DFAS -CO/SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15					
16. TYPE OF ORDER				DELIVERY/ CALL <input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.							
PURCHASE				<input type="checkbox"/>		Reference your quote dated Furnish the following on terms specified herein. REF:							
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.													
NAME OF CONTRACTOR				SIGNATURE				TYPED NAME AND TITLE				DATE SIGNED (YYYYMMDD)	
<input checked="" type="checkbox"/>				If this box is marked, supplier must sign Acceptance and return the following number of copies: 1									
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE <b>See Schedule</b>													
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT		
		<b>SEE SCHEDULE</b>											
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA TEL: 703-882-6644 EMAIL: mary.small@mda.mil BY: MARY E. SMALL				<i>Mary E. Small</i> CONTRACTING / ORDERING OFFICER		25. TOTAL \$17,588,807.00		26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED													
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
c. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS			
f. TELEPHONE NUMBER			g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
36. I certify this account is correct and proper for payment.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. CHECK NUMBER					
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER						35. BILL OF LADING NO.					
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. SR ACCOUNT NO.		42. SR VOUCHER NO.			

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		201,826	Labor Hours		
	Services in Support of MDA/DAC				
	COST				
	Base Period (4/2/07 - 1/31/09) - Services in support of MDA/DAC in accordance with the Task Order Statement of Work (Attachment 1) for a period of 22-months.				
	FOB: Destination				
				ESTIMATED COST	\$17,413,807.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101					
	Information Funding SLIN				
	COST				
	This is an administrative SLIN for funding purposes only under CLIN 0001.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: DA9DJG63852				
				ESTIMATED COST	\$0.00
	ACRN AA				\$4,900,000.00
	CIN: DA9DJG638520001				



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	ODCs and Travel for CLIN 0001		Lot		
	COST				
	Base Period (4/2/07 - 1/31/09) - Other Direct Costs and Travel in support of MDA/DAC in accordance with the Task Order 0001 Statement of Work (Attachment 1), and Special Contract Clause H-05, for a period of 22-months.				
	FOB: Destination				
				ESTIMATED COST	\$175,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201	Information Funding SLIN				
	COST				
	This is an administrative SLIN for funding purposes only under CLIN 0002.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: DA9DJG63853				
				ESTIMATED COST	\$0.00
	ACRN AB				\$100,000.00
	CIN: DA9DJG638530001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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NSP

Data and Reports for CLIN 0001

Base Period (4/2/07 - 1/31/09) - The Contractor shall provide the data deliverables in accordance with the Contract Data Requirements List, DD Forms 1423-1, Exhibit A on Basic Contract HQ0006-07-D-0006. NOT SEPARATELY PRICED LINE ITEM.

FOB: Destination

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NET AMT

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

C-01 SCOPE OF WORK (MAY 2005)

All efforts shall be conducted in compliance with the contract, HQ0006-07-D-0006, and this Task Order Statement of Work (Attachment 1 to the Task Order).

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 02-APR-2007 TO 31-JAN-2009	N/A	N/A FOB: Destination	
000101	N/A	N/A	N/A	N/A
0002	POP 02-APR-2007 TO 31-JAN-2009	N/A	N/A FOB: Destination	
000201	N/A	N/A	N/A	N/A
0003	POP 02-APR-2007 TO 31-JAN-2009	N/A	N/A FOB: Destination	

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

## G-06 ALLOTMENT OF FUNDS (MAY 2005)

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

CLIN 0001: \$4,900,000.00  
Estimated funds exhaustion date: 01 Oct 2007

CLIN 0003: \$100,000.00  
Estimated funds exhaustion date: 01 Apr 2008

## ACCOUNTING AND APPROPRIATION DATA

AA: 9760400.2520 6 BM 2520 40603882C00 2512 S12135 MD6060306C3852 620246  
AMOUNT: \$4,900,000.00  
CIN DA9DJG638520001: \$4,900,000.00

AB: 9760400.2520 6 BM 2520 40603882C00 2512 S12135 MD6060306C3853 620246  
AMOUNT: \$100,000.00  
CIN DA9DJG638530001: \$100,000.00

Section J - List of Documents, Exhibits and Other Attachments

TASK ORDER ATTACHMENTS

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	DATE
Attachment 1	Task Order 0001 Statement of Work	02-APR-2007

# ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 9

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. HQ0006-07-D-0006		2. DELIVERY ORDER/ CALL NO. 0002		3. DATE OF ORDER/CALL (YYYYMMDD) 2007 Apr 01		4. REQ./ PURCH. REQUEST NO. See Schedule		5. PRIORITY	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100				7. ADMINISTERED BY (if other than 6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342		8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER  (See Schedule if other)			
9. CONTRACTOR CACI DYNAMIC SYSTEMS, INC. NAME DIANNE M. FARRIS AND 14151 PARK MEADOW DR ADDRESS CHANTILLY VA 20151		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15			
14. SHIP TO <b>SEE SCHEDULE</b>		15. PAYMENT WILL BE MADE BY DFAS -CO/SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264		12. DISCOUNT TERMS		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.			
16. TYPE OF ORDER		DELIVERY/ CALL <input checked="" type="checkbox"/>		PURCHASE <input type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your quote dated Furnish the following on terms specified herein. REF:			
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.									
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)			
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1									
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE <b>See Schedule</b>									
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES			20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT		
<b>SEE SCHEDULE</b>									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.		24. UNITED STATES OF AMERICA TEL: 703-882-6209 EMAIL: Grover.McVey@mda.mil BY: GROVER J. MCVEY		<i>Grover J. McVey</i> CONTRACTING / ORDERING OFFICER		25. TOTAL	\$1,778,718.00		
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				28. SHIP NO.	29. DO VOUCHER NO.	30. INITIALS			
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS		<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR			
36. I certify this account is correct and proper for payment.				31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. CHECK NUMBER			
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			35. BILL OF LADING NO.					
37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.				

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001			Labor Hours		
	Services in Support of MDA/DAC				
	COST				
	Base Period (4/2/07 - 1/31/09) - Services in support of MDA/DAC in accordance with the SETA Support Statement of Work for a period of 22-months.				
	FOB: Destination				
				ESTIMATED COST	\$1,753,718.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101			Labor Hours		
	COST				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: DA9DJG72208				
				ESTIMATED COST	\$0.00
	ACRN AA				
	CIN: DA9DJG722080001				
					\$750,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Lot		
	ODCs and Travel for CLIN 0001				
	COST				
	Base Period (4/2/07 - 1/31/09) - Other Direct Costs and Travel in support of MDA/DAC in accordance with the SETA Support Statement of Work for a period of 22-months. Only applicable G&A expenses can be applied to this CLIN.				
	FOB: Destination				
				ESTIMATED COST	\$25,000.00



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201			Lot		
	COST				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: DA9DJG72209				
				ESTIMATED COST	\$0.00
	ACRN AB				\$25,000.00
	CIN: DA9DJG722090001				

Section E - Inspection and Acceptance

**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
000101	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
000201	N/A	N/A	N/A	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-APR-2007 TO 31-JAN-2009	N/A	N/A FOB: Destination	
000101	POP 01-APR-2007 TO 31-JAN-2009	N/A	N/A FOB: Destination	
0002	POP 01-APR-2007 TO 31-JAN-2009	N/A	N/A FOB: Destination	
000201	POP 01-APR-2007 TO 31-JAN-2009	N/A	N/A FOB: Destination	

Section G - Contract Administration Data

TASK ORDER 0002

**Statement of Work  
Task Order 0002**

**1.0 TASK ORDER SCOPE.** The contractor shall provide personnel, resources and facilities to support the MDA Contracts Directorate for Contract Policy review and Pricing, Business Operations, Contractor Support Services, and the Strategic Business Units or System Program Offices. The contractor shall manage and oversee the activities of its contractor personnel, as well as subcontractor efforts used in performance of this Task Order. The contractor shall provide contract support up to the point of Contracting Officer signature or Government required decisions in compliance with Public Law, Federal Statutes, the FAR as Supplemented; Department of Defense and MDA Directives, Instructions, Guidance and Memoranda. The contractor shall not perform inherently Governmental functions; however, outputs may take the form of information, advice, opinions, alternatives, analyses, evaluations, or recommendations to complement the Government's technical expertise in accomplishing its mission. The contractor shall be capable of quick responses to stringent deadlines. The contractor work force shall possess the skills, knowledge and training to satisfactorily perform the services required under this Task Order.

**2.0 SPECIFIC REQUIREMENTS.** The contractor shall provide expert services as identified in section 3.0 through 3.10 of the Statement of Work for contract HQ0006-07-D-0006. The contractor shall collaborate with the assigned Directorate staff to ensure effective, efficient and well-managed contracting actions and tasks are completed in support of MDA and its mission.

**2.0.1 PERFORMANCE OF SERVICES DURING CRISIS DECLARED BY THE PRESIDENT OF THE UNITED STATES, THE SECRETARY OF DEFENSE, OR OVERSEAS COMBATANT COMMANDER.** The performance of these services are not considered mission essential during time of crisis. Should a crisis be declared, the Contracting Officer or representative will verbally advise the contractor of the revised requirements, followed by written direction.

**2.0.2 CONTRACTOR IDENTIFICATION.** Contractor employees and their subcontractors must identify themselves as contractor or subcontractor employees while providing services under this Task Order, during meetings, telephone conversations, in electronic messages, or correspondence related to this Task Order.

**2.1 SECURITY CLEARANCES.** All on-site contractor personnel shall have, at a minimum, Secret level clearances to perform this Task Order.

**2.2 PLACE OF PERFORMANCE.** The majority of the work shall be performed at the Suffolk Building and Federal Office Building (FOB) 2 within the National Capital Region; however, performance may also be required in Huntsville, AL.

**2.3 HOURS OF OPERATIONS.** Contractor employees providing services under this Task Order at Government provided facilities shall perform work between the hours of 6:00 am and 7:00 pm EST, Monday through Friday.

**2.4 TRAVEL.** Requests to travel, in accordance with Section H provision, H-05 Authorized Travel and Travel Costs as Specified under a Travel CLIN, shall be submitted to the Contracting Officer for approval.

**2.5 OTHER DIRECT COSTS (ODC).** The contractor shall notify the Contracting Officer's Representative prior to incurring ODCs.

**3.0 DELIVERABLES.** The contractor shall provide deliverables in accordance with the following Exhibit A, Contract Data Requirements List (CDRL).

<u>CDRL</u>	<u>CDRL Title/Description</u>	<u>Delivery Dates</u>
A001	Technical Report – Study/Services	See CDRL
A002	Presentation Material	See CDRL
A003	Conference Agenda	See CDRL
A004	Conference Minutes	See CDRL
A005	Funds & Labor Hour Expenditure Report	See CDRL
A007	Monthly Status & Labor Hour Report	See CDRL

**4.0 GOVERNMENT FURNISHED RESOURCES.** The Government will furnish on-site computer workstations, printers and office supplies. Further, the Government will furnish 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 in the Statement of Work. The Government will provide LAN training.

**5.0 LABOR CATEGORIES, LABOR HOURS, LABOR RATES AND ESTIMATED COSTS**

The following table shows the labor categories and associated labor hours, rates and costs for this Task Order.

Position #	Labor Categories	Hourly Rates for Labor Cats--1Apr 07 to 31 Jan 08	Hours 1 Apr 07 to 31 Jan 08	MYE Level
T14M1	Acquisition Specialist Senior Manager - JH	\$164.79	313	0.2
A10E	Acquisition Systems Specialist Senior	\$100.82	549	0.35
A09CS	Contract Specialist Mid	\$73.15	2,350	1.5
A11M1	Acquisition Specialist Senior Manager - CZ	\$129.93	1,253	0.8
T10M1	Acquisition Specialist Senior Manager - PK	\$119.84	157	0.1
T7AS	Acquisition Systems Analyst Junior	\$48.27	2,429	1.55
A10CS	Contract Specialist Senior	\$87.91	783	0.5
SATA - IVIS	Sr. Acquisition Training Analyst	\$168.13	783	0.5
			8,617	5.5

Position #	Labor Categories	Hourly Rates for Labor Cats--1Feb 08 to 31 Jan 09	Hours 1 Feb 08 to 31 Jan 09	MYE Level
T14M1	Acquisition Specialist Senior Manager - JH	\$171.96	376	0.2
A10E	Acquisition Systems Specialist Senior	\$105.21	658	0.35
A09CS	Contract Specialist Mid	\$76.34	2,820	1.5
A11M1	Acquisition Specialist Senior Manager - CZ	\$135.58	1,504	0.8
T10M1	Acquisition Specialist Senior Manager - PK	\$125.07	188	0.1
T7AS	Acquisition Systems Analyst Junior	\$50.37	2,914	1.55
A10CS	Contract Specialist Senior	\$91.75	940	0.5
SATA - IVIS	Sr. Acquisition Training Analyst	\$176.52	940	0.5
			10340	5.5

**ACCOUNTING AND APPROPRIATION DATA**

AA: 9770400.2520 7 BM 2520 40603882C00 2512 S12135 MD7060306C2208 72C004  
 AMOUNT: \$750,000.00  
 CIN DA9DJG722080001: \$750,000.00

AB: 9770400.2520 7 BM 2520 40603882C00 2512 S12135 MD7060306C2209 72C004  
 AMOUNT: \$25,000.00  
 CIN DA9DJG722090001: \$25,000.00

CLAUSES INCORPORATED BY FULL TEXT

## G-06 ALLOTMENT OF FUNDS (MAY 2005)

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

CLIN 0001: \$750,000.00  
Estimated funds exhaustion date: 30 Sept 07

CLIN 0002: \$25,000.00  
Estimated funds exhaustion date: 30 Sept 07

**Exhibit A**  
**HQ0006-07-D-0006**

**CONTRACT DATA REQUIREMENTS LIST**

**Contract Specialist, Contract Policy, and E-Business SETA Support**

**April 2, 2007**

**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**

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 Streamlining and Standardization Information System (ASSIST) data base. 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 Work (SOW).

D. **APPROVAL (BLOCK 8)**

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

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

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

**F. SUPPLEMENTAL INFORMATION**

**G. DEFINITIONS OF ACRONYMS AND ABBREVIATIONS**

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

**H. ADDRESSEE LIST**

Block 14

Entry                      Complete Mailing Address

COR                      Missile Defense Agency  
                                 ATTN: MDA/DACR  
                                 Karen Beveridge  
                                 7100 Defense Pentagon  
                                 Washington, DC 20301-7100

Email: Karen.Beveridge@mda.mil

DODAAC: HQ0006

**MDA/DACS**

**Missile Defense Agency  
ATTN: MDA/DACT  
Penelope Russell  
7100 Defense Pentagon  
Washington, DC 20301-7100**

**Email: Penelope.Russell@mda.mil**

**DODAAC: HQ0006**

**DTIC**

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

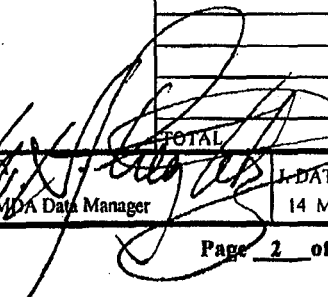
**Email For Unclassified-Unlimited Documents Only:**



**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 Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for the Contract PR No. listed in Block E.

<b>A. CONTRACT LINE ITEM NO.</b> 0003 and associated Options		<b>B. EXHIBIT</b> A		<b>C. CATEGORY</b> TDP    TM    OTHER    X					
<b>D. SYSTEM/ITEM</b> Scientific, Engineering and Technical Assistance (SETA) Support Services			<b>E. CONTRACT/PR. NO</b> HQ0006-07-D-0006		<b>F. CONTRACTOR</b> CACI Dynamic Systems, Inc.				
<b>1. DATA ITEM NO.</b> A002	<b>2. TITLE OF DATA ITEM</b> Presentation Material			<b>3. SUBTITLE</b> Briefings					
<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-ADMN-81373/T, Oct 1993			<b>5. CONTRACT REFERENCE</b>		<b>6. REQUIRING OFFICE</b> MDA/DAC				
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b> See Block 16	<b>10. FREQUENCY AS REQ</b>	<b>12. DATE OF FIRST SUBMISSION</b> See Block 16		<b>14. DISTRIBUTION</b>				
<b>8. APP CODE</b> A		<b>11. AS OF DATE</b> N/A	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> See Block 16						
<b>16. REMARKS</b> Block 4: Format and Content of presentation materials that include view graphs, slides, photographs, presentation handouts, read ahead packages, and announcements shall be proposed by the Contractor for Government approval.  Block 9: A distribution statement may be required and, where required, will be provided by the COR before delivery of the data.  Blocks 10, 12, and 13: Draft submission due in accordance with the Task Order. The Government will review and provide comments NLT 10 days after receipt of draft report. Initial submission due in accordance with the Task Order. Government comments will be provided NLT 10 days after receipt of initial submission. Submit final presentation material no later than two weeks prior to conference or meeting.  Blocks 14 and 15: Delivery shall be by electronic means unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/DAC word processing, spreadsheet, and database applications.				<b>a. ADDRESSEE</b>		<b>b. COPIES</b>			
				COR		Draft	Reg	Final	Repro
				MDA/DACS				LT	
<b>G. PREPARED BY:</b> Karen Beveridge, MDA/DACR			<b>H. DATE</b> 13 Mar 07	<b>I. APPROVED BY:</b>  W. H. Stieglitz, MDA Data Manager					
				<b>J. DATE</b> 14 Mar 07					

**CONTRACT DATA REQUIREMENTS LIST**  
*(1 Data Item)*

*Form Approved*  
**OMB No. 0704-0188**

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government using Contracting Officer for the Contract PR No. listed in Block 6.

<b>A. CONTRACT LINE ITEM NO.</b> 0003 and associated Options		<b>B. EXHIBIT</b> A		<b>C. CATEGORY</b> TDP _____ TM _____ OTHER <u>X</u>						
<b>D. SYSTEM/ITEM</b> Scientific, Engineering and Technical Assistance (SETA) Support Services		<b>E. CONTRACT/PR. NO</b> HQ0006-07-D-0006		<b>F. CONTRACTOR</b> CACI Dynamic Systems, Inc.						
<b>1. DATA ITEM NO.</b> A003	<b>2. TITLE OF DATA ITEM</b> Conference Agenda		<b>3. SUBTITLE</b> Conference Announcement and Agenda							
<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-ADMN-81249/T, Oct 1993		<b>5. CONTRACT REFERENCE</b> SOW 3.3.3		<b>6. REQUIRING OFFICE</b> MDA/DAC						
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b> See Block 16	<b>10. FREQUENCY AS REQ</b>	<b>12. DATE OF FIRST SUBMISSION</b> See Block 16		<b>14. DISTRIBUTION</b>					
<b>8. APP CODE</b> N/A		<b>11. AS OF DATE</b> N/A	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> See Block 16							
<p><b>16. REMARKS</b></p> <p>Block 4: Format and content shall be proposed by the Contractor for Contracting Officer's Representative approval. Any changes will require an updated Program Management Plan to be submitted to the Contracting Officer's Representative</p> <p>Block 9: A distribution statement may be required and, where required, will be provided by the COR before delivery of the data.</p> <p>Blocks 10, 12, and 13: Draft submission due in accordance with the Task Order. The Government will review and provide comments NLT 10 days after receipt of draft report. Initial submission due in accordance with the Task Order. Government comments will be provided NLT 10 days after receipt of initial submission. Submit final agenda no later than two weeks prior to conference or meeting.</p> <p>Blocks 14 and 15: Delivery shall be by electronic means unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/DAC word processing, spreadsheet, and database applications.</p>					<b>b. COPIES</b>					
					<b>a. ADDRESSEE</b>		<b>Draft</b>	<b>Reg</b>	<b>Final</b>	<b>Repro</b>
					COR				1	
					MDA/DACS			LT		
		<b>5. TOTAL</b>								
<b>G. PREPARED BY</b> Karen Beveridge, MDA/DACR		<b>H. DATE</b> 13 Mar 07		<b>I. APPROVED BY</b> W. H. Stieglitz, MDA Data Manager						
				<b>J. DATE</b> 14 Mar 07						

**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

*Form Approved*  
**OMB No. 0704-0188**

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A. CONTRACT LINE ITEM NO. 0003 and associated Options			B. EXHIBIT A		C. CATEGORY TDP    TM    OTHER    X			
D. SYSTEM/ITEM Scientific, Engineering and Technical Assistance (SETA) Support Services				E. CONTRACT/PR. NO. HQ0006-07-D-0006		F. CONTRACTOR CACI Dynamic Systems, Inc.		
1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM Conference Minutes				3. SUBTITLE N/A			
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81250A/T, Oct 1993			5. CONTRACT REFERENCE			6. REQUIRING OFFICE MDA/DAC		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED See Block 16	10. FREQUENCY AS REQ	12. DATE OF FIRST SUBMISSION See Block 16				14. DISTRIBUTION	
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION See Block 16	a. ADDRESSEE		b. COPIES		
						Final		
						Draft    Reg    Repr		
<p>16. REMARKS</p> <p>Block 4: Format and content shall be proposed by the Contractor for Contracting Officer's Representative approval. Any changes will require an updated Program Management Plan to be submitted to the Contracting Officer's Representative</p> <p>Block 9: A distribution statement may be required and, where required, will be provided by the COR before delivery of the data.</p> <p>Blocks 10, 12, and 13: Submissions: Draft Submissions: 5 working days after conference completion. The Government will review and approve/disapprove or provide comments NLT 30 days after receipt of minutes. Final submission shall be provided NLT 30 days after receipt of Government comments.</p> <p>Blocks 14 and 15: Delivery shall be by electronic means unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/DAC word processing, spreadsheet, and database applications.</p>				COR				
				MDA/DACS		LT		

15. TOTAL

G. PREPARED BY Karen Beveridge, MDA/DACR		H. DATE 13 Mar 07	I. APPROVED BY W. H. Stieglitz, MDA Data Manager	J. DATE 14 Mar 07
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**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

*Form Approved*  
**OMB No. 0704-0188**

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<b>A. CONTRACT LINE ITEM NO.</b> 0003 and associated Options		<b>B. EXHIBIT</b> A		<b>C. CATEGORY</b> TDP    TM    OTHER    X				
<b>D. SYSTEM/ITEM</b> Scientific, Engineering and Technical Assistance (SETA) Support Services			<b>E. CONTRACT/PR. NO</b> HQ0006-07-D-0006		<b>F. CONTRACTOR</b> CACI Dynamic Systems, Inc.			
<b>1. DATA ITEM NO.</b> A005	<b>2. TITLE OF DATA ITEM</b> Funds & Labor Hour Expenditure Report		<b>3. SUBTITLE</b> N/A					
<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-FNCL-81537, Mar 1997			<b>5. CONTRACT REFERENCE</b>		<b>6. REQUIRING OFFICE</b> MDA/DAC			
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b> N/A	<b>10. FREQUENCY MONTHLY</b>	<b>12. DATE OF FIRST SUBMISSION</b> See Block 16		<b>14. DISTRIBUTION</b>			
<b>8. APP CODE</b> N/A		<b>11. AS OF DATE</b> N/A	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> 20 DARP					
<b>16. REMARKS</b>  Block 12: The first submission is due twenty calendar days after the first full month after contract initiation to include reporting period from the date of contract initiation. Government will provide comments, if required, no later than 30 days after receipt.  Block 14: Distribution to MDA/DAC shall be via electronic means as directed by the PCO. The PCO has directed that FLHERS will be prepared and submitted electronically using the Combined Acquisition Reporting and Analysis Tool (CARAT). To establish a Contractor account in CARAT, call 703 882-6561 or 703 882-6561 or fax the CARAT ID request to 703 882-6356.			<b>a. ADDRESSEE</b>		<b>b. COPIES</b>			
			COR		Draft	Reg	Final	
			MDA/DACS					
					<b>16. TOTAL</b>			2
<b>G. PREPARED BY</b> Karen Reveridge, MDA/DACR		<b>H. DATE</b> 13 Mar 07	<b>I. APPROVED BY</b> W. H. Stieglitz, MDA Data Manager		<b>J. DATE</b> 14 Mar 07			



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<b>A. CONTRACT LINE ITEM NO.</b> 0003 and associated Options		<b>B. EXHIBIT</b> A		<b>C. CATEGORY</b> TDP    TM    OTHER <b>X</b>				
<b>D. SYSTEM/ITEM</b> Scientific, Engineering and Technical Assistance (SETA) Support Services			<b>E. CONTRACT/PR. NO</b> HQ0006-07-D-0006		<b>F. CONTRACTOR</b> CACI Dynamic Systems, Inc.			
<b>1. DATA ITEM NO.</b> A007	<b>2. TITLE OF DATA ITEM</b> Status Report			<b>3. SUBTITLE</b> N/A				
<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-MGMT-80368, Oct 06			<b>5. CONTRACT REFERENCE</b>		<b>6. REQUIRING OFFICE</b> MDA/DAC			
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b> N/A	<b>10. FREQUENCY</b> MTHLY	<b>12. DATE OF FIRST SUBMISSION</b> See Block 16		<b>14. DISTRIBUTION</b>			
<b>8. APP CODE</b> N/A		<b>11. AS OF DATE</b> N/A	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> 20 DARP					
<b>16. REMARKS</b>  Block 4: Format and content shall be proposed by the Contractor for Contracting Officer's Representative approval. Any changes will require an updated Program Management Plan to be submitted to the Contracting Officer's Representative  Block 12: The first submission is due twenty calendar days after the first full month after contract initiation to include reporting period from the date of contract initiation. The Government will provide comments if required, no later than 30 days after receipt.  Blocks 14 and 15: Delivery shall be by electronic means unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/DAC word processing, spreadsheet, and database applications.					<b>a. ADDRESSEE</b>	<b>b. COPIES</b>		
					COR			
					MDA/DACS		1	
<b>15. TOTAL</b>								
<b>G. PREPARED BY.</b> Karen Beveridge, MDA/DACR		<b>H. DATE</b> 13 Mar 07	<b>I. APPROVED BY</b> W. H. Stieglitz, MDA Data Manager		<b>J. DATE</b> 14 Mar 07			



**STATEMENT OF WORK**  
**FOR THE**  
**ACQUISITION SETA SUPPORT**  
**MISSILE DEFENSE AGENCY CONTRACTS DIRECTORATE**

**02 April 2007**

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>PAGE</b>
1.0 <b><u>INTRODUCTION</u></b>	3
1.1 <b><u>OBJECTIVE</u></b>	3
1.2 <b><u>BACKGROUND</u></b>	3
1.3 <b><u>SCOPE</u></b>	4
2.0 <b><u>CLEARANCE REQUIREMENTS</u></b>	5
3.0 <b><u>REQUIREMENTS</u></b>	5

## **1.0 INTRODUCTION**

### **1.1 OBJECTIVE**

This statement of work (SOW) describes the requirements for contract and source selection support for the Contracts Directorate of the Missile Defense Agency (MDA).

### **1.2 BACKGROUND**

1.2.1 The Missile Defense Agency (MDA) is engaged in research and development projects for the Ballistic Missile Defense System (BMDS), and advanced technologies for the purpose of eliminating the threat posed by ballistic missiles. MDA is chartered and mandated to develop ballistic missile systems that are capable of providing highly effective defense of the United States, forward-deployed and expeditionary elements of the U.S. Armed Forces, and friends and allies of the United States.

1.2.2 MDA arranges for, manages, and directs the efforts connected with advanced projects by the Military Departments, other government institutions and keeps the Secretary of Defense and other government leaders informed of significant new developments that can enhance the Ballistic Missile Defense (BMD) program. MDA Contracts Directorate is responsible for contracting with U.S. and foreign entities on behalf of the government for BMD requirements. In addition, MDA monitors the contacting activities of the services and other government agencies supporting MDA. In this capacity, the Contracts Directorate (MDA/DAC) is responsible for developing and advising on contractual policy, ensuring compliance with government contracting regulations, processing waivers to government procurement directives, negotiating and awarding contracts, assessing contractor performance, fulfilling contract administration functions, issuing contract modification, and closing out completed contracts.

1.2.3 MDA Contracts Directorate awards and administers research and development (R&D) contracts, grants, cooperative agreements, other transaction, and Small Business Innovative Research (SBIR) contracting actions for a wide range of goods and services, including Major Systems R&D acquisitions and large R&D Scientific, Engineering and Technical Assistance (SETA) services in support of the MDA mission.

1.2.4 The MDA Contracts Directorate includes the following offices:

1.2.4.1 Contract Policy Review and Pricing. The Policy Review Committee is responsible for the development, coordination, promulgation, interpretation, and maintenance of MDA contract policy. The committee reviews procurement case files and contemplated instruments supporting solicitations, contractual documents, and other transaction business agreements for compliance with Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and MDA Policy. It also is responsible for acquisition strategy panels (ASPs) in support of the BMDS and related missile defense procurements within the MDA portfolio. The organization provides dedicated and liaison support to program managers, project officers, and contracting officers in exploring alternative program and business strategies or particular issues related to missile defense acquisitions. The Pricing and Cost Analysts are responsible for developing and maintaining a core capability of expert personnel specializing in

evaluation of cost proposals for key BMDS and MDA contractors. This group acts as a liaison with the Defense Contract Audit Agency (DCAA), Defense Contract Management Agency (DCMA), and other federal contracting activities on matters related to cost and pricing.

1.2.4.2 Business Operations. The Business Operations Directorate is responsible for planning, budgeting and managing the human, financial and information technology-based resources vital to executing the MDA contracting mission. Business Operations Directorate is also responsible for the electronic business applications within the deputate and represents the agency in departmental forums involving contract requirements and deployment of the Standard Procurement System (SPS) and end-to-end applications, including electronic maintenance of the agency-unique contract structure shells and clause referrals.

1.2.4.3 Contractor Support Services. The Contractor Support Services Directorate is responsible for the centralized procurements of MDA contractor augmentation efforts. Contractor Support Services executes support services contracts and business agreements on behalf of the MDA directorates and is responsible for all planning, solicitation, proposal evaluations, negotiation, award, and administrative actions. The Contractor Support Services Directorate acts as the senior business advisor to the Strategic Business Units involving FAR, DFARS, MDA and broad-based acquisition policies relevant to requirements formulation, competitive alternatives, services industry capabilities and contract closeout.

1.2.4.4 Strategic Business Units or System Program Offices. Strategic Business Units or System Program Offices carries out the contracting for research and development. Each Strategic Business Unit (SBU) or System Program Office (SPO) is responsible for all contract planning, solicitation, proposal evaluation, negotiation, and award functions supporting SPO/SBU operations. In this capacity, the contracting directorate acts as a business advisor to the program director and his/her staff on matters involving FAR, DFARS, MDA and acquisition policies relevant to development and deployment of BMDS capabilities.

1.2.4.4.1 The Strategic Business Units are Special/Cooperative Programs and Allied Support (Washington DC); JNIC Operations (Colorado Springs CO); Kinetic Energy and Systems Engineering (Washington DC); Ground Based Midcourse Defense (Washington DC and Huntsville AL); and Technology, Tests and Targets (Washington DC).

1.2.4.4.2 MDA's System Program Office Executing Agents are Airborne Laser and Laser Technology (Kirtland AFB NM); Space Tracking and Surveillance System (Los Angeles AFB CA); THAAD (Huntsville AL); and AEGIS BMD (Washington DC).

### 1.3 SCOPE

1.3.1 General. The contractor shall provide personnel, resources and facilities, except as noted in the statement of work, to provide contract support services to MDA Contracts Directorate for Contract Policy Review and Pricing, Business Operations, Contractor Support Services, and the Strategic Business Units or System Program Offices. The contractor is responsible for managing and overseeing the activities of its contractor personnel, as well as subcontractor efforts used in performance of this contract. The contractor shall provide contract support up to the point of

contracting officer signature or Government required decisions in compliance with Public Law, Federal Statutes, the FAR as Supplemented; Department of Defense and MDA Directives, Instructions, Guidance and Memoranda. The contractor shall not perform inherently governmental functions, however, outputs may take the form of information, advice, opinions, alternatives, analyses, evaluations, or recommendations to complement the Government's technical expertise in accomplishing its mission. The contractor shall be capable of quick responses to stringent deadlines. The contractor work force shall possess the skills, knowledge and training to satisfactorily perform the services required under this contract. Although this statement of work describes the general and representative efforts required under this contract, the specific task requirements will be defined by individual task orders.

1.3.2 Places of Performance. The current places of performance for this contract are two Government Facilities in the National Capital Region of Washington, DC (FOB2, Arlington, VA and Suffolk Building, Falls Church, VA) and in Huntsville AL. As a result of a Re-Engineering process and Base Realignment and Closure (BRAC) activities, performance under this contract may be required in various other locations throughout the US (Colorado Springs CO, Albuquerque NM, Los Angeles, CA and Boston Ma). The place of performance will be designated in each task order.

2.0   


### 3.0 REQUIREMENTS

#### 3.1 CONTRACTING

The contractor shall:

3.1.1 Provide advice during the acquisition-planning phase, recommending acquisition approaches, strategy, risks, contracting methods, competition, sources, and schedules. Assist in conducting market research and identifying potential sources in support of the MDA small business goals. Assist in preparing market surveys, documenting the resulting of market research, and supporting technical offices in preparation of small business capability analyses;

3.1.2 Assist in preparing draft statements of objectives, statements of work or other requirements documents. This requirement includes assisting technical offices in drafting specifications and requirements documents and providing consultation and recommendations;

3.1.3 Assist in preparing contract documents and files to include, but not limited to, preparation and/or coordination of Acquisition Plans, Justification and Approvals, Determination and Findings, DD Form 254, DD Form 1423, Federal Business Opportunities announcements,

Business Clearances, Source Selection documentation, Congressional notifications, and filing all contractual documentation. Coordinate, assemble and update electronic and hard copy contracts and contract related files;

3.1.4 Assist in source selection planning to include, but not limited to, coordination and/or preparation of Source Selection Plans, briefings and related documents;

3.1.5 Assist in development of complex and unique solicitations and contract documents including special terms and conditions. Prepare contract documents using the Standard Procurement System (SPS), Procurement Desktop Defense (PD2);

3.1.6 Assist in analyzing and reviewing proposals, including cost, documenting competitive range determinations and supporting information for competitive acquisition decisions including assisting in management of source selection evaluations including analysis of cost, best value, risk, trade-off considerations, past performance, and technical reviews;

3.1.7 Prepare requests for field pricing support audits and provide fact-finding assistance;

3.1.8 Provide technical assistance to the PCO/Contract Specialist during negotiations including data collection and drafting records of negotiations;

3.1.9 Assist in conducting pre-proposal conferences, preparing debriefing slides, and minutes of debriefings. Assist in preparing documentation and resolutions for protests;

3.1.10 Assist in scheduling and coordinating all activities to ensure mission objectives are met;

3.1.11 Perform the full range of contract administration functions including providing advice, recommendations and document support in all areas of the acquisition post-award phase. Support includes preparing contract modifications for change orders, exercise of options, incremental funds, award fee/term supplemental agreements, definitization of unpriced actions, investigation and resolution of contractual delays, and disposition of claims and other administrative actions. Coordinate and prepare task orders and task order modifications. Assist in conducting post-award conferences. Assist in preparing and processing terminations for convenience and default and processing extraordinary contractual relief actions. Prepare documentation/modifications related to government furnished property. Coordinate, research and draft responses to Freedom of Information Act (FOIA) requests;

3.1.12 Assist in preparing, coordinating and staffing procurement documents. Coordinate and assist with mass mailing and distribution (through the MDA mailroom) of correspondence concerning MDA contracting issues to MDA contractors, MDA staff and other agencies. Provide reproduction of contracts, contract modifications, and source selection documents, transmission of urgent facsimiles, and formatting support of DAC contractual documents and reports; and



3.1.13 Provide contractor personnel with leadership ability and experience with providing others with convincing and persuasive evidence that supports the acquisition strategy, as well as experience in expanding client relationships through delivery of high quality work.

### **3.2 CONTRACT POLICY AND PRICING**

The contractor shall provide the following support:

3.2.1 Provide contract policy support to include assisting the development, coordination, promulgation, interpretation, and maintenance of contract policies;

3.2.2 Assist in the review of procurement files and contemplated instruments supporting solicitations, contractual documents, and other transaction business agreements for compliance with FAR, DFARS, and MDA policy;

3.2.3 Assist in the maintenance of the agency contract clause database;

3.2.4 Provide research, technical writing, and assistance that culminates in counsel to the Director of Contracts, the MDA Director and other MDA staff and Executing Agents on procurement policies and procedures, as well as matters involving DOD, Head of Contracting Activity (HCA), Senior Procurement Executive (SPE), and Agency Head (HA) authorities and responsibilities;

3.2.5 Assist in the development of procurement templates and desk guides that promote well-organized, consistent and harmonized source selection/contract processes, products, and actions;

3.2.6 Provide assistance in preparing competitive and sole source documentation, such as acquisition plans, source selection plans, evaluation guides, proposal assessment reports, source selection decision documents, justification and approval for other than full and open competition, and determinations and findings; and Economy Act determinations;

3.2.7 Support the agency leadership in Acquisition matters; supporting the Acquisition and Task Order Ombudsman, fielding inquiries and recommendations from industry and external agencies regarding emerging and on-going acquisitions;

3.2.8 Support the Competition Advocate and his/her related Functions;

3.2.9 Assist with cost and pricing analysis for major system, high dollar and complex acquisitions;

3.2.10 Assist the Government staff with liaison with the Defense Contract Audit Agency (DCAA), Defense Contract Management Agency (DCMA), and other federal contracting activities on matters relating to cost and pricing; and

3.2.11 Coordinate and convene the Agency's Acquisition Strategy Panel (ASP); Assist with review support of documentation for ASP meetings; Prepare, distribute and maintain the official minutes of ASP meetings.

### 3.3 BUSINESS OPERATIONS MISSION AND CAPABILITY REQUIREMENTS

One of the many functional responsibilities of the Business Operations Directorate (DACR) is to support the planning, budgeting and management of the Electronic-Business (E-Business) applications. (Note: Other DACR Functions do not require support services to be provided under this contract.)

Electronic-Business. The Electronic-Business (e-Business) functionality within the Agency is in a transitional state and is moving towards an end-to-end capability. During this transitional period the E-Business office is responsible for deploying various electronic business applications within the Directorate. This office also represents the agency in departmental forums involving contractual requirements and deployment of the Standard Procurement System (SPS), Electronic Document Access (EDA), Wide-Area-Workflow (WAWF) and various other end-to-end e-Business applications. The Contractor shall:

3.3.1. Provide on-site support services for daily SPS operation, maintenance and integration into the Agency's end-to-end solution; ensuring the database remains operational and available to the contracting community;

3.3.2 Serves as the Functional System Administrator, including security model maintenance, maintenance of clauses and provisions, data reporting requirements, troubleshooting Procurement Desktop Defense (PD2) functional problems, setting up new users, password administration, maintaining licenses, approving vendors, etc;

3.3.3 Maintain users procurement profiles and warrants in PD2;

3.3.4 Authorized caller to SPS Helpdesk;

3.3.5 Manage the Contract Acquisition Reports error resolution and data transmission;

3.3.6 Serve as the PD2 Training Registrar;

3.3.7 Serve as the Point Of Contact (POC) for questions from Other Defense Agency (ODA) Coordinator for SPS;

3.3.8 Support current and future interfaces with Federal Procurement Data System -Next Generation (FPDS-NG), PD2 front end solutions, Electronic Data Access (EDA), Wide-Area-Work-Flow (WAWF);

3.3.9 Develop and document such items as Standard Operating Procedures, security model configuration, log of clause updates, log of EDA transmissions, and a bi-weekly report containing status of functional problems;

3.3.10 Participates and supports information dissemination activities relating to the functional areas surrounding the SPS Program and PD2 application;

3.3.11 Identifies and assists in the effort to achieve accurate and consistent data with minimal redundancies within the system;

3.3.12 Assist in the establishment of clear governance and data ownership guidelines so that data accessible by other systems and applications is accurate;

3.3.13 Maintains and seeks to continually improve the MDA/DAC portal and the Business Acquisition Reporting Bulletin Board (BARBB) website to ensure correct and up-to-date information is conveyed in a consistent manner;

3.3.14 Prepares weekly reports and metrics of procurement and business related information for presentations to senior leadership;

3.3.15 Liaison to the Information Operations Office as the Functional representative;

3.3.16 Provide end-to-end integration of various DoD E-business systems with SPS; and

3.3.17 Provide data integrity by troubleshooting data integrity issues, propose solutions, assist with implementation and provide continuous follow-on data within the system.

#### **3.4 SPECIAL STUDIES, BRIEFINGS, REVIEWS, CONFERENCES AND TRAINING**

3.4.1 Conduct surveys, reviews and studies directly related to MDA contracting. Coordinate data and prepare conference presentation material, conference agendas, and conference minutes, draft briefings, meet routine reporting requirements, and prepare responses to outside inquiries. (Typically these requirements are for senior level and/or Office of Secretary of Defense (OSD) reporting purposes.);

3.4.2 Develop, prepare, update and present training courses to MDA personnel on procurement related topics. Training courses will occur up to twice a month and be up to two hours in length;

3.4.3 Develop, prepare, update and present quarterly contracting officer's representative (COR) training courses; and

3.4.4 Prepare and deliver technical reports for studies, briefings, reviews, conferences and training in accordance with CDRLs A001, A002, A003 and A004.

#### **3.5 SOURCE SELECTION SUPPORT**

MDA/DACC has cognizance over managing and planning the source selection facilities. MDA/DAC uses an automated Source Selection tool for documenting evaluation results. An evaluation software tool is used for source selection activities. The contractor shall provide personnel to augment the current source selection facility support to:

3.5.1 Manage MDA/DAC source selection facilities (conference rooms, evaluator workrooms and evaluation working space) to support competitive source selections and sole source selection negotiations (up to 4 concurrently); at various stages of the evaluation and negotiation processes);

3.5.2 RESERVED;

3.5.3

3.5.4 Manage availability of copiers and audio-visual equipment (e.g., overhead projectors, screens, etc.) to support source selections;

3.5.5 Inventory and catalogue contractor proposal/quotation packages submitted in response to competitive Request For Proposal's (RFP) and Request For Quotes (RFQ);

3.5.6 Prepare tailored Source Selection Evaluation Team (SSET) administrative briefings;

3.5.7 Prepare Evaluator Workbooks (using electronic/paperless medium) containing evaluation criteria, standards, and relevant Section L and M (or equivalent RFQ sections) and Statement Of Work (SOW) provisions;

3.5.8 Train the Evaluation Team on how to use the software evaluation tool;

3.5.9 Prepare summaries of significant weaknesses and clarifications resulting from SSET caucus;

3.5.10 Prepare summary of SSET results including significant discussions, consensus evaluation results and summary;

3.5.11 Prepare minutes of verbal discussions with offerors in the competitive range;

3.5.12 Prepare draft Proposal Analysis Report (PAR);

3.5.13 Prepare minutes of the Source Selection Advisory Council (SSAC) and Source Selection Advisor (SSA) briefings;

3.5.14 Assist with the development of evaluation criteria and appropriate clauses to be utilized during the source selection process;

3.5.15 Provide technical and administrative assistance ranging from explaining the scoring process to assisting with the risk analysis, trade-off considerations during the evaluation phase;

3.5.16 Assist with the document preparation including maintaining such items as the Non-disclosure agreements and conflict of interest certifications;

3.5.17 Provide administrative services required include customizing the RFP data file by inputting source selection information into the software model, including factors, sub-factors, evaluation criteria as well as reference material consistent with the agency source selection process/ documents and the solicitation;

3.5.18 Maintain the Local Area Network (LAN) accounts for the participants as well as the Offeror status and access privileges;

3.5.19 Assist the Evaluators with risk analysis and trade-off decision-making strategies; and

3.5.20 Reconfigure the rooms as necessary, set up the rooms for meetings, schedule the facility, provide and set up equipment (projectors, boards, etc.) and ensure adequate office supplies are available for use during the various meetings and evaluation sessions.

### **3.6 TRANSITION ACTIVITIES**

The contractor shall work with any follow-on contractors for a seamless transition of performance of government requirements in accordance with Special Requirements Clause H-26.

### **3.7 ANTITERRORISM TRAINING (AT)**

In accordance with DoDI 2000.16, the Government will provide mandatory Level I AT Awareness Training via the MDA website on, at a minimum, an annual basis. The contractor shall ensure that all the contractor personnel complete the training within the Government specified time and provide confirmation to the Contracting Officer's Representative by email.

### **3.8 MEETINGS**

Senior contractor leaders shall meet with the Government for Quarterly Future Planning Meetings. In addition, the contractor shall conduct 60-day Formal Contract Action Reviews with Government. The contractor shall participate in Government-scheduled meetings with the Contracting Officer's Representative and the Contract Directors. The contractor shall prepare and deliver minutes for the meetings (A007).

### **3.9 STATUS REPORTING**

The contractor shall provide a monthly status report, which includes, but not limited to, work accomplished for the period, SPS skill review training, analysis of trends and indicators of success or problems (metrics/standards), Excellence+ Reviews data, and any productivity enhancement initiatives (A007).

### **3.10 FINANCIAL REPORTING**

The contractor shall prepare, document, and deliver contractor Funds & Labor Hours Expenditure Reports (CDRL A005).

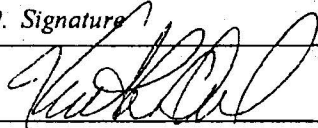
**Pages 103-119 Withheld in Full  
Attachment 2 DD254 Contract Security Classification  
Exempt (b)2**

**OCI ANALYSIS/DISCLOSURE FORM**

<b>1. Contract Number</b>	<b>2. Program Title</b>
	MDA DAC SETA Acquisition Support, RFP HQ0006-07-R-0005
<b>3. Contractor Name and Address</b>	<b>4. Telephone Number and POC</b>
CACI Dynamic Systems, Inc. 14151 Park Meadow Drive Chantilly, VA 20151	Dianne M. Farris CACI Contracts Manager (703) 679-3370 dfarris@caci.com
(b)(4)	
<b>Other MDA or BMD-related work requiring analysis and determination:</b>	(b)(4)
<b>7. Brief Summary/Description of work performed under Block 6 action:</b>	
(b)(4)	
<b>8. Relationship between requirements of Block 1 action and work performed under Block 6 action (If None, State Why):</b>	
(b)(4)	
<b>9. Offeror/Contractor OCI Evaluation and Assessment (If either answer is yes, attach a copy of the SOW and complete Block 10):</b>	
(b)(4)	
(b)(4)	



(b)(4)

<i>11. Typed Name of Responsible Official</i>	<i>12. Signature</i>	<i>13. Date</i>
Keith L. Dill, Vice President, Contracts		1-16-07
<i>14. Typed Name of Contracting Officer</i>	<i>15. Approval Signature</i>	<i>16. Date</i>

**INSTRUCTIONS FOR COMPLETING OCI ANALYSIS/DISCLOSURE FORM**

**Blocks 3 and 4:** Self-explanatory.

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

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

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

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

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

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

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

**Pages 123-171 Withheld in Full**

**Attachment 4: Labor Category Position Descriptions, Names and Identification Numbers,  
Labor Rates and Labor Category**

**Exempt (b)4**

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

**MDA-related PPBES data:** Current or future Planning, Programming, Budgeting and Execution System (PPBES) data regarding any activity relating to the MDA Program or any of its projects regardless of the funding source or date of the document. **Planning data** defines the national military strategy; integrates the military forces necessary to accomplish that strategy; prioritizes the resources for effectively accomplishing the mission; and provides decision options. **Programming data** reflects the systematic analysis of missions and objectives to be achieved, alternative methods, and effective allocation of limited resources. **Budgeting data** are detailed financial estimates of the MDA Program or any of its related projects.

**CERTIFICATION**

*The undersigned understands, acknowledges, and agrees:*

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

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

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

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

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

f. To notify the \*MDA Contracting Officer or Deputy for Program Integration, MDA promptly if any non-Government person(s) or company(s) requests access to MDA-related PPBES data.

\* Contracts awarded or managed by MDA.

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

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

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

**AUTHORIZATION**

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

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

PLANNING

- Defense Planning Guidance

PROGRAMMING

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

BUDGETING

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

Source: DoD Directive 7045.14

**ATTACHMENT 6**

**CACI DYNAMIC SYSTEMS, INC.**

**SUBCONTRACTING PLAN FOR**

**MDA DAC SETA SUPPORT SERVICES**

**HQ0006-07-D-0006**

**Pages 175-185 Withheld in Full  
Attachment 6: Subcontracting Plan  
Exempt (b)4**

**Pages 186-191 Withheld in Full  
Attachment 7: OCI Mitigation Plan  
Exempt (b)4**



**KEY PERSONNEL LIST\***

Program Manager	(b)(4)
Senior Contract Manager – Team Lead	
Acquisition Specialist – Senior Manager	
Acquisition Systems Specialist Senior	
Systems Administrator, Lead	
Systems Analyst 3	

\*In accordance with H-14, Key Personnel Qualifications