AWARD	/CONTRACT	I. T? CONTRAC			ORDER		۵	·	RATING DX-C9	PAGE (	OF PAGES
2. CONTRACT (	Proc. Inst. Ident.) NO.	3. EFFECTIVE DA			)2		4	. REQUISI	TION/PURCHASE R	EQUEST/PRO	JECT NO.
5. ISSUED BY CODE HQ0006  MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100				6. AI DEFE OXN/ 4111	OMINIS ENSE CO ARD, GV SAN PE	ONTRAC YOWO DRO ST	BY (If other T MANAGEN T., SUITE 1 93043-4410	MENT AGEN		DDE	
	DDRESS OF CONTRACT		, county, state i	end zip c	code)			8, DELIVE	RY B ORIGIN [X]	OTHER (Se	e below)
ENGINEERING MANAGEMENT CONCEPTS, INC PATRICK D. HAUN 295 WILLIS DRIVE SUITE B CAMARILLO CA 93010							!	<del></del>	T FOR PROMPT PAYM		
								TO THE ADI	s otherwise specified) DRESS	ITEM Blo	ck 12
CODE 1DB04	CODE.	FACILITY CODE		lia r		NOT 11 (11		SHOWN IN:		DE HQ0105	
11. SHIP TO/MAI	RK FOR CODE	L		-			LL BE MADI S CENTER	EBI	CO	DE [HQUIVO	
	SEE SCHEDULE			8899 ATTI	EAST 5	66TH 6-FFV/IS					
	FOR USING OTHER THA	N FULL AND OPE	V.	14. A	CCOU	NTING	AND APPRO	OPRIATION	N DATA		
COMPETITION [ X ] 10 U.S.C.		U.S.C. 253(c)( )		See	Sched	lule					
ISA. ITEM NO.	15B. SUP	PLIES/ SERVICES		15C.	QUAN'	TTTY	ISD. UNI	т	15E. UNIT PRICE	15F. A	MOUNT
	SEE S	CHEDUL	E			:					
		1/	TABLE	E 00	NATO IN		. TOTAL A	MOUNT O	F_CONTRACT	\$4,86	4,583.00
X) SEC.	DESCRIPTION		PAGE(S)			<u>s</u>		]	DESCRIPTION		PAGE(S)
	PART I - THE SCHE					00.100			RACT CLAUSES		23
	CITATION/ CONTRACT FO LIES OR SERVICES AND I		2	PAR			ACT CLAU! F DOCUME		IBITS AND OTHER	ATTACHME	
	RIPTION/ SPECS./ WORK	STATEMENT	7	Х	J	LIST O	ATTACHM	IENTS			27
	AGING AND MARKING CTION AND ACCEPTAN	CE	9	-	l la				ONS AND INSTRUC ICATIONS AND	JIJONS	
X F DELIV	ERIES OR PERFORMAN	ÇE	10	<u> </u>	<b>_^</b> _	OTHER	STATEMEN	TS OF OF	FERORS		
	<u>RACT ADMINISTRATION</u> AL CONTRACT REQUIRI		13	$\vdash$			ATION FAC		CES TO OFFERORS AWARD		
		ONTRACTING OFF			MPLETE	Е ГТЕМ	17 OR 18 AS	S APPLICA	BLE		
	R'S NEGOTIATED AGREEMENT copies to issuing office.) Con	Contractor is required to tractor agrees to furnish and					actor is not requi	red to sign this d	OCUMENT.) Your offer	os Solicitation Nuo	iber
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,				HQ0008-02-R-0005  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							
as are attached or incorp (Attachments are listed)	orated by reference herein. herein.)						o further contracti				
	DIE CEATONIE	ype or print)		20A.	NAME	AND 1	TLE OF CO	NTRACTI	NG OFFICER		
PATRICK	D. HAUD SR.	VICE (RESI	DENT						ASHLEY, JR		
19B. NAME OF C		19C, DATI		20B.	UNITE	D STA	TES OF ASO	ntracting  Contracting O	<u> </u>	20C. DATE	
Nen 7540.01-152-2065				107	<del></del>					TANDARD FORM	26 (REV. 4.85)

PREVIOUS EDITION UNUSABLE

#### SECTION B Supplies or Services and Prices

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:

#### a. BASE PERIOD (See Section F, Paragraph F-2)

ITEM NO 0001	Technical support in accorda (ATTACHMENT 1).  CPFF - This CLIN will provequipment, security manage personnel.	vide for program	manageme	nt, facilities,	\$	AMOUNT	\$
	ACRN AA Funded Amount			MATED COST FIXED FEE T COST + FEE	-	\$23 \$4,86	1,896.00 2,687.00 4,583.00 8,047.00
ITEM NO 0002	SUPPLIES/SERVICES Q Data and reports for CLIN 00 Requirements List, DD Form	OUANTITY 001 in accordance 1 1423-1 (EXHII	UNIT Lot se with the ( BIT A)	UNIT PRICE Contract Data	\$	AMOUNT	\$ NSP
		7		MATED COST FIXED FEE I COST + FEE	_		\$ \$

#### b. OPTION 1

The Government may exercise the option for the effort set forth below by the Contracting Officer's issuance of a modification exercising such right in accordance with special clause H-10.

ITEM NO 0101	Technical support in accor (ATTACHMENT 1). CPFF - This CLIN will pro equipment, security manage personnel.	ovide for program	managemei	nt, facilities,	\$ AMOUNT	\$
		1		MATED COST FIXED FEE T COST + FEE	\$66	5,819.00 5,724.00 2,543.00
ITEM NO 0102	SUPPLIES/SERVICES  Data and reports for CLIN Requirements List, DD For			UNIT PRICE Contract Data	\$ AMOUNT	\$ NSP
			ESTI	MATED COST		\$

FIXED FEE

TOTAL EST COST + FEE

#### b. OPTION 2

The Government may exercise the option for the effort set forth below by the Contracting Officer's issuance of a modification exercising such right in accordance with special clause H-10.

ITEM NO 0201	SUPPLIES/SERVICES QUA Technical support in accordance (ATTACHMENT 1). CPFF - This CLIN will provide equipment, security management personnel.	for program manageme	ent, facilities,	AMOUNT \$	\$
			FIXED FEE ST COST + FEE		,490.00 ,363.00 ,853.00
ITEM NO 0202	SUPPLIES/SERVICES QUAData and reports for CLIN 0001 Requirements List, DD Form 14		UNIT PRICE Contract Data	AMOUNT \$	\$ NSP
		EST	MATED COST		\$

FIXED FEE

TOTAL EST COST + FEE

#### b. OPTION 3

The Government may exercise the option for the effort set forth below by the Contracting Officer's issuance of a modification exercising such right in accordance with special clause H-10.

1TEM NO 0301	SUPPLIES/SERVICES Technical support in accordance (ATTACHMENT 1). CPFF - This CLIN will pequipment, security managersonnel.	rovide for program	tatement of	ent, facilities,	AMC \$	OUNT \$
				FIXED FEE OT COST + FEE		\$2,033,935.00 \$72,104.00 \$2,106,039.00
ITEM NO 0302	SUPPLIES/SERVICES  Data and reports for CLII Requirements List, DD F			UNIT PRICE Contract Data	AMO \$	UNT \$ NSP
				MATED COST FIXED FEE T COST + FEE		\$ \$ \$

#### B-2 ESTIMATED COST AND FIXED FEE

The total estimated cost and fixed fee of this contract, including all options that may be exercised by the Government, are:

 Estimated Cost:
 \$10,510,140

 Fixed Fee:
 \$440,879

 Estimated Cost-Plus-Fixed-Fee:
 \$10,951,018

#### B-3 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee completion contract with a two-year base period and three (3) one-year options as specified in paragraph.

#### **B-4** PAYMENT OF FIXED FEE

The Government will make payments to the Contractor when requested as work progresses in accordance with Federal Acquisition Regulation (FAR) 52.216-7. The Contractor shall invoice the fee separately and submit such invoices to the MDA Contracting Officer's Representative (COR) for verification of the percentage of work performed for the billing period. Each invoice for fee shall contain a statement by the Contractor as to the cumulative percentage of work performed and the cumulative percentage of fee invoiced. Fee shall be payable, subject to other provisions of FAR 52.216-8, "Fixed Fee," in amounts commensurate with the percentage of work performed. In no case shall the cumulative amount of the fee invoiced, when expressed as a percentage of the total fixed fee for the applicable CLIN, exceed the cumulative percentage of work performed for that CLIN (as verified by the MDA COR) at the end of the billing period.

#### **B-5 FUNDING PROFILE**

The following is a projected cumulative funding profile. It is the mutual understanding of the parties that this funding profile represents the minimum cumulative obligation by quarter necessary for the performance of the work and at the schedule described herein, for the anticipated performance period of this contract.

#### **FUNDING PROFILE**

	QUARTERS		
1ST	2ND	3RD	4TH
N/A	\$2,988,047	N/A	N/A
N/A	\$1,880,015	N/A	N/A
N/A	\$1,952,543	N/A	N/A
N/A	\$2,027,853	N/A	N/A
N/A	\$2,106,039	N/A	N/A
N/A	N/A	N/A	N/A
	N/A N/A N/A N/A N/A	N/A \$2,988,047  N/A \$1,880,015  N/A \$1,952,543  N/A \$2,027,853  N/A \$2,106,039	1ST 2ND 3RD  N/A \$2,988,047  N/A \$1,880,015  N/A \$1,952,543  N/A \$2,027,853  N/A \$2,106,039  N/A

#### SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

#### C-1 SCOPE OF WORK

The Contractor shall perform the work specified in the SOW or other Attachments and Exhibits in Section J of this contract, and shall provide any material, equipment, and facilities incidental to performance.

#### C-2 REPORTS AND OTHER DELIVERABLES

- a. The Contractor shall submit all reports and other deliverables in accordance with the delivery schedule set forth in Section F, and the attached Contract Data Requirements Lists, DD Form 1423-1.
- 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. Bulky 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 separate cover sheet and not on the same sheet of paper as the MDA logo or letterhead.

CONTRACT NUMBER

NAME OF CONTRACTOR

CONTRACT EXPIRATION DATE AND TOTAL DOLLAR VALUE NUMBER CONTRACTOR'S PROJECT DIRECTOR AND PHONE

SHORT TITLE OF CONTRACT WORK

GOVERNMENT SPONSOR

e. All reports generated under this contract will 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, unless so designated by other official documentation."

f. Except as provided by the Contract Data Requirements Lists, DD Form 1423-1, Exhibit A, and the Contract Security Classification Specification, DD Form 254, 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

#### D-1 PACKAGING AND MARKING OF TECHNICAL DATA

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.

#### **SECTION E Inspection and Acceptance**

#### E-1 FAR 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 address: http://farsite.hill.af.mil/.

#### a. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.

**TITLE** 

DATE

52.246-5

Inspection of Services -

APR 1984

Cost-Reimbursement

# b. <u>DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION</u> <u>SUPPLEMENT (48 CFR CHAPTER 2)</u>

CLAUSE NO.

TITLE

DATE

252.246-7000

Material Inspection and Receiving Report

**DEC 1991** 

#### E-2 INSPECTION AND ACCEPTANCE

Final inspection and acceptance of the work called for herein shall be by the Contracting Officer's Representative (COR) at:

Office of the Secretary of Defense Missile Defense Agency/RM Federal Office Building 2 – Navy Annex 1301 Southgate Road Arlington, VA 22202

#### **SECTION F Deliveries or Performance**

#### F-1 FAR 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 address: http://farsite.hill.af.mil/.

#### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	TITLE	DATE
52.242-15	Stop-Work Order	AUG 1989
52.247-34	Alternate I F.o.b. Destination	APR 1984 NOV 1991

#### F-2 DELIVERY SCHEDULE/PERIOD OF PERFORMANCE

- a. The Contractor shall accomplish the work required by CLIN 0001 for the SOW for a period of twenty four months after the effective date of the contract. CLIN 0002 shall be delivered in accordance with the Contract Data Requirements Lists (CDRLs), DD Form 1423-1, Exhibit A.
- b. In the event the Government exercises Option 1, in accordance with Special Provision H-10, "Exercise of Options," the Contractor shall accomplish the work required by CLIN 0101 for the SOW during the twelve-month period commencing from the effective date of Option 1. CLIN 0102 shall be delivered in accordance with the CDRLs, DD Form 1423-1, Exhibit A.
- c. In the event the Government exercises Option 2, in accordance with Special Provision H-10, "Exercise of Options," the Contractor shall accomplish the work required by CLIN 0201 for the SOW during the twelve-month period commencing from the effective date of Option 2. CLIN 0202 shall be delivered in accordance with the CDRLs, DD Form 1423-I, Exhibit A.
- d. In the event the Government exercises Option 3, in accordance with Special Provision H-10, "Exercise of Options," the Contractor shall accomplish the work required by CLIN 0301 for the SOW during the twelve-month period commencing from the effective date of Option 2. CLIN 0302 shall be delivered in accordance with the CDRLs, DD Form 1423-1, Exhibit A.

#### G-1 CONTRACT ADMINISTRATION

Administration of this contract will be performed by the cognizant office indicated on the cover page of the award document. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

#### G-2 IDENTIFICATION OF CORRESPONDENCE

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

#### G-3 TAXPAYER IDENTIFICATION NUMBER (TIN)

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

#### G-4 PATENT INFORMATION

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

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

#### G-5 SUBMISSION OF VOUCHERS

- a. The Contractor's vouchers for costs incurred shall be submitted in quadruplicate to the cognizant DCAA office for review and provisional approval.
- b. Final payment shall be made in accordance with FAR 52.216-7, "Allowable Cost and Payment." The Contractor shall establish compliance with all terms of the contract by submitting a signed copy of the Material Inspection and Receiving Report (DD Form 250) or Letter of Transmittal, as applicable.

#### G-6 REMITTANCE ADDRESS

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

Engineering Management Concepts 295 Willis Ave., Suite B Camarillo, CA 93010

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

Mid State Bank 445 Esplanade Drive Oxnard, CA 93030 (805) 988-6677

Routing Number: 122221686

#### G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

CLINs may be funded by multiple accounting classifications. The Contractor shall submit vouchers as required by provision G-5. The Defense Finance and Accounting Service (DFAS) will make payments from those Accounting Classification Reporting Numbers (ACRNs) assigned to each CLIN. Payments by the paying office of both cost and fee are to be made by CLIN, from the earliest available funds by fiscal year as identified by ACRN.

#### G-8 ALLOTMENT OF FUNDS

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), through the estimated funds exhaustion date, is as follows:

CLIN 0001:

\$2,988,047

Estimated funds exhaustion date:

March 31, 2003

#### G-9 ACCOUNTING AND APPROPRIATION DATA

**CLINs 0001** 

ACRN:

AA

ACCT CLASS:

9720400.2520 40603882C 2599 012123 BMDO 012 485 8746

AMOUNT:

\$2,988,047

TOTAL ACRN:

\$2,988,047

dys

#### **SECTION H Special Contract Requirements**

#### TABLE OF CONTENTS

<u>Clause</u>	<u>Title</u>	<u>Page</u>
H-1	SEGREGATION OF COSTS.	14
H-2	TRAVEL, TRAVEL COSTS, AND OTHER DIRECT COSTS	14
H-3	<u>INSURANCE</u>	14
H-4	PUBLIC RELEASE OF INFORMATION	15
H-5	ORGANIZATIONAL CONFLICT OF INTEREST (OCI)	15
H-6	ENABLING CLAUSE FOR BMD INTERFACE SUPPORT	17
H-7	MDA VISIT AUTHORIZATION PROCEDURES	17
H-8	CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS	18
H-9	PERSONNEL QUALIFICATIONS.	18
H-10	EXERCISE OF OPTIONS	18
H-11	ACQUISITION OF FACILITIES	19
H-12 C	CONTRACTOR ACCESS TO PLANNING, PROGRAMMING, AND BUDGETING SYST (13 APR 92)	<u>EM (PPBS)</u> 19

#### H-1 SEGREGATION OF COSTS

For CLIN 0001, and if exercised, CLINs 0101 and 0201 vouchers shall contain actual hours and cost by cost element (cost elements shall be at the lowest level of identification/ discrimination consistent with the Contractor's cost accounting system) and overall cumulative summaries of all work vouchered to date.

#### H-2 TRAVEL, TRAVEL COSTS, AND OTHER DIRECT COSTS

- a. Travel. All contractor travel (non-local) under this contract (other than extended commuting travel as defined under paragraph c. below) must be approved in advance in writing by the Contracting Officer's Representative (COR) using BMDO Form 110 (dated March 2001).
  - b. Extended Commuting Travel.
- (1) All contractor extended commuting travel under this contract must be approved by the COR AND BY THE PROCURING CONTRACTING OFFICER (PCO) using MDA Form 110 (dated March 2001) based on documentation from the contractor showing that extended commuting travel is the most effective means of fulfilling the government's requirements cost and other factors considered.
- (2) Extended commuting travel may be authorized for up to 90 days at a time and must be authorized in advance in writing using MDA Form 110 (dated March 2001).
- c. Definition: Extended Commuting Travel is travel that occurs regularly in the performance of this contract where an individual or individuals travel back and forth from their normal place, or city of employment to another location or locations over a 30 day (or longer) period.

#### H-3 INSURANCE

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 per occurrence	\$500,000
Automobile Liability (Comprehensive) Bodily Injury per person Bodily Injury per accident Property Damage per accident	\$200,000 \$500,000 \$ 20,000

#### H-4 PUBLIC RELEASE OF INFORMATION

- 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 Operating Manual" (DoD 5220.22-M).
- b. All public information materials prepared by the Contractor shall be submitted to the MDA (see paragraph e. below) for clearance prior to release. These materials include, but are not limited to, technical papers, and responses to news queries that relate to a Contractor's work under this contract.
- c. However, once information has been cleared for public release, it does not have to be cleared again for later use. The information shall be used in its originally cleared context.
- d. The MDA Director for External Affairs is responsible for processing Contractor-originated material for public release.
  - e. All material to be cleared shall be sent to:

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

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

- f. The Contractor shall submit the material proposed for public release to the above addressee by a letter of transmittal that states: (1) to whom the material is to be released; (2) the desired date for public release; (3) that the material has been reviewed and approved by officials of the Contractor, or the subcontractor, for public release; (4) the contract number and the applicable COR.
- g. Two (2) copies of each item, including written material, photographs, drawings, "dummy layouts" and the like shall be submitted at least six (6) weeks in advance of the proposed release date.
  - h. The items submitted must be complete. Photographs shall have captions
- i. Abbreviated materials or abstracts may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, final approval for release or disclosure of the material cannot be given on the basis of abstracts.
  - j. Outlines or rough drafts will not be cleared.
- k. Materials submitted to MDA for release purposes shall be void of all Contractor logos or other attributions to the Contractor.

#### H-5 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

- a. Purpose: The primary purpose of this clause is to aid in ensuring that:
- (1) the Contractor's objectivity and judgment are not biased because of its present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to work under this contract;
- (2) the Contractor does not obtain an unfair competitive advantage by virtue of its access to nonpublic 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. <u>Scope</u>: The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as prime Contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity. The term "proprietary information" for purposes of this clause is any information considered so valuable by its owners that it is held secret by them and their licensees. Information furnished voluntarily by the owner without limitations on its use, or which is available without restrictions from other sources, is not considered proprietary.
- (1) Maintenance of Objectivity: The Contractor shall be ineligible to participate in any capacity in contracts, subcontracts, or proposals thereof (solicited or unsolicited) which stem directly from the Contractor's performance of work under this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any services under this contract on any of its own products or services, or the products or services of another firm if the Contractor is, or has been, substantially involved in their development or marketing. In addition, if the Contractor under this contract prepares a complete, or essentially complete, Statement of Work (SOW), or other form of technical solutions, functions, requirements, or specifications document, to be used, directly or indirectly, in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such SOW or specifications. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts involving the same or similar services based on such a SOW or specification.
- (2) Access To and Use of Government Information: If the Contractor, in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public, (b) compete for work based on such information for a period of one year after the completion of this contract, or until such information is released or otherwise made available to the public, whichever occurs first, (c) submit an unsolicited proposal to the Government which is based on such information until one (1) year after such information is released or otherwise made available to the public, or (d) release such information unless such information has previously been released or otherwise made available to the public by the Government.
- (3) Access To and Protection of Proprietary Information: The Contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business, or financial information (hereinafter referred to as "proprietary data") under this contract, it shall treat such information in accordance with any restrictions imposed on such information. The Contractor further agrees to enter into a written agreement for the protection of the proprietary data of others and to exercise diligent effort to protect such proprietary data from unauthorized use or disclosure. In addition, the Contractor shall obtain from each employee who has access to proprietary data under this contract, a written agreement which shall in substance provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary data received in connection with the work under this contract. The Contractor will educate its employees regarding the philosophy of Part 9.505-4 of the Federal Acquisition Regulation so that they will not use or disclose proprietary information or data generated or acquired in the performance of this contract except as provided herein.
- c. <u>Subcontracts</u>: 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 (RFP Attachment 3, Section J) for each MDA, BMD, and BMD-related contract or subcontract.

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

#### e. Remedies and Waiver:

- (1) For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the Contracting Officer may terminate this Contract for convenience if such termination is deemed to be in the best interest of the Government.
- (2) The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Contractor may at any time seek a waiver from the Director, MDA, (via the Contracting Officer) by submitting a full written description of the requested waiver and the reasons in support thereof.
- f. <u>Modifications</u>: 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.

#### H-6 ENABLING CLAUSE FOR BMD INTERFACE SUPPORT

- a. It is anticipated that, during the performance of this contract, the Contractor will be required to support Technical Interface/Integration Meetings (TIMS) with other BMD Contractors and other Government agencies. Appropriate organizational conflicts of interest clauses will be negotiated as needed to protect the rights of the Contractor and the Government.
- b. The Contractor agrees to cooperate with BMD Contractors by providing access to technical matters, provided, however, the Contractor will not be required to provide proprietary information to non-Government entities or personnel in the absence of a non-disclosure agreement between the Contractor and such entities.
- c. The Contractor further agrees to include a clause in each subcontract requiring compliance with the response and access provisions of paragraph 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.
- d. 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
- e. 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.

#### H-7 MDA VISIT AUTHORIZATION PROCEDURES

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:

Office of the Secretary of Defense

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

b. The Contracting Officer's Representative is authorized to approve visit requests for the Contracting Officer.

#### H-8 CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS

- a. To maintain the security of the MDA spaces and information systems, the Contractor shall notify the COR in writing whenever a prime or subcontractor employee included on the current Visit Authorization Request/Letter discontinues support to this contract. This requirement shall apply to both Contractor and employee initiated termination of services and to temporary suspension of services longer than four weeks.
- b. Upon notification, the COR will ensure that the Technical Area Security Officer (TASO)/Office Security Manager (OSM) takes timely action to:
  - (1) remove the employee from the current Visit Authorization Request/Letter;
- (2) cancel the MDA badge, keycard and Pentagon Pass issued pursuant to the Visit Authorization Request/Letter; and
  - (3) terminate the MDA LAN account/access privileges.
- c. The contractor shall identify the reason for and date of termination or expected period of suspension and submit the notification to the COR within five working days prior to service discontinuation. For unplanned termination or suspension of services exceeding four weeks, notification shall be made within one working day after termination/suspension action.

#### H-9 PERSONNEL QUALIFICATIONS

The Contractor shall notify the Contracting Officer and Contracting Officer's Representative prior to making any changes in key staff. If replacing key staff the Contractor shall adhere to the following: (1) replacement person's qualifications are equal to or better than the qualifications of the person being replaced; or (2) the added person's qualifications are equal to or better than the Core Capabilities of this contract. Key staff are identified in Section B.

#### H-10 EXERCISE OF OPTIONS

This contract is renewable in three increments at the unilateral option of the Government. An option shall be exercised by issuance, within 30 days prior to the end of the current contract period, of a unilateral modification for the subsequent option requirements, as set forth in Sections B and F.

#### H-11 ACQUISITION OF FACILITIES

The Contractor agrees to provide all necessary 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 other than those covered in the SOW and negotiated cost ceiling 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. Acquisition or lease of facilities, except as provided under the contract and terms incorporated as part thereof, shall be provided at cost exclusive of prime Contractor fee/profit of other profit centers or business units of the prime Contractor.

# H-12 CONTRACTOR ACCESS TO PLANNING, PROGRAMMING, AND BUDGETING SYSTEM (PPBS) DATA (13 APR 92)

- a. In order to perform the requirements of this contract, the Contractor shall be required to receive, review, analyze, and prepare (hereinafter shall be referred to as "process") reports/ data which contain Government Planning, Programming, and Budgeting System (PPBS) data. However, the Missile Defense Agency (MDA) is authorized to release BMD-related PPBS data to the Contractor only after:
- (1) The MDA obtains written authorization from the Office of the Secretary of Defense (OSD) to release the data to the Contractor; and
  - (2) Compliance with the provisions of this clause have been met.
- b. The prime Contractor shall provide the following information to the Contracting Officer within fifteen (15) days from the date of this contract:
  - (1) Affiliates (parent company, subsidiaries, joint ventures, and partnerships, etc.):
    - (a) Company's name and complete address;
    - (b) Affiliation; and
    - (c) Nature of the company's business.
  - (2) Agents, consultants, and subcontractors related to this contract:
    - (a) Company's name and complete address;
    - (b) Relationship; and
    - (c) Nature of the company's business.

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

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

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

**Defense Planning Guidance** 

- (2) PROGRAMMING
  - (a) Fiscal Guidance (when separate from Defense Planning Guidance)
  - (b) Program Objective Memoranda (POM)
- (c) POM Defense Program (formerly FYDP) documents (POM Defense Program, Procurement & RDT&E Annexes)
  - (d) Program Review Proposals
  - (e) Issue Papers (e.g., Major Issue Papers, Tier II Issue Papers, Cover Briefs)
  - (f) Proposed Military Department Program Reductions (or Program Offsets)
  - (g) Tentative Issue Decision Memoranda
  - (h) Program Decision Memoranda
  - (3) BUDGETING
- (a) Defense Program (formerly FYDP) documents for September Budget Estimate Submission (BES) & President's BES including Procurement (P-1, RDT&E (R-1), & Construction (C-1) Program Annexes
  - (b) Classified P-1, R-1, & C-1 Program Annexes
  - (c) Program Budget Decisions/Defense Management Review Decisions
  - (d) Reports Generated by the Automated Budget Review System (BRS)
  - (e) DD Form 1414 Base for Reprogramming
  - (f) DD Form 1416 Report of Programs
  - (g) Contract Award Reports
  - (h) Congressional Data Sheets
  - (i) Congressional Descriptive Summary
  - e. If a document(s) required by an OSD/MDA PPBS approved Contractor contains:
- (1) Only BMD-related PPBS information, the Contractor may be granted access to the entire document.
- (2) Other Government agency information, the Contractor ONLY may be granted access to BMD-related PPBS data extracted or derived from the document as defined in paragraph c. above.

- f. The Contractor shall be responsible for informing its personnel (hereinafter includes persons employed by the Contractor as an agent, consultant, or subcontractor) of the provisions of this clause and providing original certifications of MDA (PPBS Non-disclosure Agreements [MDA Form 99] Section J, Attachment 4) to the Contracting Officer within fifteen (15) days after the effective date of this contract. An agreement shall be obtained from each of its employees involved in the performance of this contract who require access to such data. Each individual shall be required to agree to:
  - (1) Read and comply with the applicable provisions of this clause.
- (2) Ensure BMD-related PPBS data entrusted to them ONLY will be used in accordance with applicable DoD and MDA governing regulations, for the purpose for which it was provided, and within the scope of the SOW.
- (3) Not divulge BMD-related PPBS data (obtained directly or indirectly in the performance of this contract unless directed by the Contracting Officer) to any individual, except to Government personnel whom they know to have a need-to-know and non-Government person(s) whom they know to have MDA authorization. Even though data becomes part of the public domain, Contractor personnel are bound by the provisions of this clause not to confirm or deny questions regarding BMD-related PPBS data. Inquiries by unauthorized persons should be referred to the COR or the Contracting Officer. (Verification of Contractor personnel authorized access to BMD-related PPBS data can be obtained from the Contracting Officer.)
- (4) Not transport (by any medium), maintain, or process BMD-related PPBS data outside a Government facility unless the removal or preparation of such data at the facility is accomplished in accordance with a company's facility plan approved by the MDA. (Verification of MDA PPBS-approved Contractor facilities and individuals can be obtained from the Contracting Officer.)
- (5) Not to accept any portion of any document which is described in paragraph d. above, unless the portion of the document contains only BMD-related PPBS data.
- (6) Notify the Contracting Officer promptly if any non-Government person(s) or company(s) requests access to BMD-related PPBS data.
- g. The non-disclosure agreements shall be reviewed and approval granted by the Contracting Officer based on the individual's need-to-know.
- h. The Contractor shall be responsible for immediately notifying the Contracting Officer in writing of any changes in its personnel with access to BMD-related PPBS data, e.g., departures, new employees, or employees who no longer need access to such data under this contract, etc.
- i. Contractor personnel who have been granted access to BMD-related PPBS data shall process, when possible, such data in Government work spaces using equipment furnished by the Government. However, if a Contractor anticipates processing BMD-related PPBS data in a Government facility on Contractor-owned equipment, prior written approval from the Contracting Officer must be obtained. The Contractor's request (letter) should describe the equipment being used and a brief justification. After approval by the Contracting Officer, the request must be endorsed by the appropriate MDA office before bringing the equipment into the facility:
  - (1) Information Systems Directorate all ADP equipment.
- (2) Management Operations Directorate all other equipment, e.g., telefax and reproduction machines, tables, chairs, mobile and permanent white boards, etc.
- j. Processing BMD-related PPBS data at the Contractor's facility shall be performed only when absolutely essential and processing in Government work spaces is impractical. Prior to the processing of any such data outside of a Government facility or removal of BMD-related PPBS data from a Government facility, the Contractor shall submit a written plan to the Contracting Officer outlining the procedures for maintaining such data at its facility.

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

- k. If the Contractor is not required to process BMD-related PPBS data at its facility(s), the Contractor shall inventory all Government documents in its possession and destroy or return all DoD-generated PPBS and BMD-related PPBS data/documents to the Contracting Officer. If the requirement to process such data at the Contractor's facility(s) changes in the future, compliance with paragraph j. above shall be required.
- I. The Contractor shall be responsible for ensuring that persons in their employment that have been granted access to BMD-related PPBS data understand the consequences of divulging such data. Revealing BMD-related PPBS data to unauthorized persons may provide other companies with an unfair advantage in future competitions or jeopardize national security interests. Violations by individuals or companies may result in contractual actions or criminal prosecution.
- m. In the event the Contractor or any of its employees, agents, subcontractor employees, or consultants fail to comply with the provisions of this clause, such non-compliance shall be deemed a material breach of the contract for which the Government reserves the right to terminate the contract for default and/or resort to such other rights and remedies as provided for under this contract or under Federal laws. Non-compliance with the provisions of this clause also may adversely affect the evaluation of a Contractor's reliability in future acquisitions.

#### SECTION I Contract Clauses

#### CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
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	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or	JAN 1997
	Improper Activity	
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	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52,209-6	Protecting the Government's Interest When Subcontracting With	JUL 1995
	Contractors Debarred, Suspended, or Proposed for Debarment	
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and RecordsNegotiation	JUN 1999
52.215-8	Order of PrecedenceUniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14	Integrity of Unit Prices	<b>OCT 1997</b>
52.215-15	Pension Adjustments and Asset Reversions	<b>DEC 1998</b>
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits	OCT 1997
	(PRB) Other than Pensions	
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than	OCT 1997
	Cost or Pricing DataModifications	
52.216-7	Allowable Cost And Payment	FEB 2002
52.216-8	Fixed Fee	<b>MAR 1997</b>
52.217-8	Option To Extend Services	NOV 1999
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Equal Opportunity For Disabled Veterans, Veterans of the Vietnam	DEC 2001
	Era and Other Eligible Veterans	
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of	DEC 2001
	The Vietnam Era and Other Eligible Veterans	
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.224-1	Privacy Act Notification	APR 1984
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright	AUG 1996
	Infringement	
52.227-10	Filing Of Patent ApplicationsClassified Subject Matter	APR 1984
52.227-11	Patent RightsRetention By The Contractor (Short Form)	JUN 1997
52.227-14	Rights in DataGeneral	JUN 1987

50 000 F	w	1.64 D 1006
52.228-7	InsuranceLiability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-4	Consistency In Cost Accounting Practices	AUG 1992
52.230-6	Administration of Cost Accounting Standards	NOV 1999
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	FEB 2002
52.232-33	Payment by Electronic Funds TransferCentral Contractor	MAY 1999
	Registration	
52.233-1	Disputes	DEC 1998
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	
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
52.243-2 Alt I	ChangesCost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2001
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials,	JAN 1986
50.040.6	Or Labor Hour Contracts)	crn 1007
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14 52.253-1	Excusable Delays	APR 1984
252.201-7000	Computer Generated Forms	JAN 1991 DEC 1991
252.201-7000	Contracting Officer's Representative Prohibition On Persons Convicted of Fraud or Other Defense-	MAR 1999
232.203+1001	Contract-Related Felonies	MAK 1777
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
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7004	Prohibition On Storage And Disposal Of Toxic And Hazardous	APR 1993
232,223-7000	Materials	AI K 1773
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7034	PatentsSubcontracts	APR 1984
252.227-7039	PatentsReporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252,239-7000	Protection Against Compromising Emanations	DEC 1991
252.239-7016	Telecommunications Security Equipment, Devices, Techniques,	DEC 1991
	And Services	
252.242-7004	Material Management And Accounting System	DEC 2000
252.246-7001	Warranty Of Data	DEC 1991
252,249-7002	Notification of Anticipated Program Termination or Reduction	DEC 1996
,,,,,		

#### 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

- (a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.-
- (b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.
- (c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

#### 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://www.arnet.gov/far

### 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS. (JUN 1995)

- (a)(1) For contracts requiring the delivery of technical data, the terms "limited rights" and "Government purpose rights" are defined in the Rights in Technical Data--Noncommercial Items clause of this contract.
- (2) For contracts that do not require the delivery of technical data, the terms "government purpose rights" and "restricted rights" are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.
- (3) For Small Business Innovative Research program contracts, the terms "limited rights" and "restricted rights" are defined in the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause of this contract.
- (b) Technical data or computer software provided to the Contractor as Government furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.
- (1) GFI marked with limited or restricted rights legends. The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.
- (2) GFI marked with government purpose rights legends. The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS).

- (3) GFI marked with specially negotiated license rights legends. The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at DFARS 227.7103-7. The Contractor shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.
- (c) Indemnification and creation of third party beneficiary rights. The Contractor agrees-
- (1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and
- (2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends.

252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

- (a) The Contractor shall provide an annual report --
- (1) For all DoD property for which the Contractor is accountable under the contract;
- (2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;
- (3) In duplicate, to the cognizant Government property administrator, no later than October 31.
- (b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

(End of clause)

#### PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

#### **SECTION J - LIST OF ATTACHMENTS**

EXHIBIT A Contract Data Requirements Lists (DD Form 1423-1, 6 pages, dated March 1,

2002)

ATTACHMENT 1 Statement of Work titled: "Financial Integration and Assessment Center" (4

pages, dated February 28, 2002)

ATTACHMENT 2 Contract Security Classification Specification (DD Form 254, 9 pages)

ATTACHMENT 3 OCI Analysis/Disclosure Form (dated April 1, 2002)

ATTACHMENT 4 Technical Background and Management Plan (dated March 25, 2002)

ATTACHMENT 5 Government Furnished Equipment (Will be provided and incorporated into this

contract at time of installation)

# CONTRACT DATA REQUIREMENTS LIST FOR

#### FINANCIAL INTEGRATION AND ASSESSMENT CENTER

MDA/RM

**MARCH 1, 2002** 

PREPARED BY
MISSILE DEFENSE AGENCY

#### A. <u>INTRODUCTION</u>

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

#### B. APPLICABLE DOCUMENTS

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

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

#### C. <u>AUTHORITIES (BLOCK 4)</u>

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

#### D. APPROVAL (BLOCK 8)

Selected data will require approval before their submission is considered final. The approving authority shall be the MDA/RM 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. <u>SUPPLEMENTAL INFORMATION</u>

#### G. <u>DEFINITIONS OF ACRONYMS AND ABBREVIATIONS</u>

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

#### I. ADDRESSEE LIST

Block 14

Entry Complete Mailing Address

MDA/RM MDA /CT, or MDA /RMC	Missile Defense Agency ATTN: MDA / Federal Office Building 2 – Navy Annex 1301 Southgate Road Arlington, VA 22202
DTIC	Defense Technical Information Center ATTN: DTIC-FDAC 8725 John J. Kingman Road Fort Belvoir, VA 22060-6218
BIRC	BMD Information Resource Center Federal Office Building 2 – Navy Annex 1301 Southgate Road Arlington, VA 22202

# STATEMENT OF WORK For FINANCIAL INTEGRATION AND ASSESSMENT CENTER For THE MISSILE DEFENSE AGENCY

#### 1.0 BACKGROUND

The current administration has made ballistic missile defense a top national security program, which has resulted in an increase in the scope of the Missile Defense Agency (MDA) mission and a corresponding need to restructure the organization to include additional MDA programs. This has created a critical situation in terms of being able to provide integrated financial services to ensure effective integration of MDA financial products, such as earned value analyses, cost estimates, and budget execution data to support the development of an auditable Annual Financial Statement, and to ensure compliance with applicable financial laws and regulations.

#### 2.0 PURPOSE

To provide a Financial Integration and Assessment capability to integrate MDA financial services and products and to develop an auditable Annual Financial Statement. A central location will enhance the integration of these fiscal products to support MDA's mission and facilitate compliance with applicable financial laws and regulations.

#### 3.0 SCOPE

The scope of work is to provide MDA with Financial Integration and Assessment capability to integrate MDA financial services and products and facilitate compliance with applicable financial laws and regulations. The contractor shall provide MDA the capability to carry out this critical core planning required to satisfy expanded MDA mission requirements. The contractor shall plan to facilitate the intricate and detailed functions of cost estimating, financial analysis and accounting, earned value management, performance measurement analysis, and related information management to support the automation of these processes. Co-location of these activities will create synergy among these functions and facilitate the sharing of programmatic material and information, and enhance productivity. Establishment of this automated, safe guarded, and administered annex provides for an effective and efficient centralized capability for the collection, analysis, assessment, development, and integration of MDA financial services, including classified materials.

#### 4.0 APPLICABLE DOCUMENTS

- 4.1 DOD 5220.22M, National Industrial Security Program Operating Manual (NISPOM), January 1995.
- 4.2 MDA FOB2 Concept of Operations
- 4.3 Other applicable documents in effect at the time of contract initiation.

#### 5.0 TASK DESCRIPTION

The contractor shall perform the following task to provide a financial integration and assessment capability to include the following services and/or resources:

The contractor shall provide the managerial, technical, and administrative resources required to ensure the development and integration of MDA financial functions and products to produce essential Agency financial services, including an auditable Annual Financial Statement. This encompasses establishing and operating a facility to co-locate requisite government personnel and support contractors to facilitate the development and integration of financial products. Facility operation will include but not be limited to providing security and access control, telecommunications, office equipment, conference capabilities, video teleconferencing, logistics, and maintenance. The contractor will support financial integration activities by using key integrating and comparative tools of earned value management and cost estimating; by providing a facility for the co-location of requisite cost estimating, financial analysis and accounting, earned value management, and information management personnel; by providing computer work stations and a Local Area Network to provide connectivity among facility work stations; and by providing conference rooms and supporting meetings and conferences necessary for development of integrated financial products. Co-location of these activities will create synergy among these functions and facilitate the sharing of technical and programmatic material and information, and enhance productivity. These financial functions and products include compliance with the requirements of the Chief Financial Officer Act, the Senior Financial Management Oversight Council, and the Tri-Annual Review of Commitments, Obligations, and Unliquidated Obligations using key integrating and comparative tools of earned value management and cost estimating. The contractor shall have knowledge of and access to support the Program, Planning, and Budgeting System (PPBES) documentation and analysis, Acquisition Plans, individual acquisition program baselines (APBs), contract baselines/baseline reviews, including schedules, budgets, funding, and estimates-at-completion to facilitate the integration of data. This organized and correlated program financial data will (1) permit integration of programs and contract objectives and schedules with cost estimating, resource planning, and budget execution and reporting; (2) facilitate compliance with external financial management, accounting, and auditing laws and regulations; and (3) promote financial

efficiency, effectiveness, and timeliness. The contractor shall facilitate the development and maintenance of these integrated financial assessments for compliance with financial laws and directives including the following:

- Chief Financial Officer Act (CFOA)- the CFOA requires the MDA to prepare an Annual Financial Statement (AFS) that is compliant with the standards and principals identified in the CFOA. Preparation of the AFS requires timely, organized, correlated, and accurate financial data. Preparation of the AFS also requires personnel with knowledge of the Financial Management Improvement Program, the Federal Financial Manager's Integrity Act, and the Federal Financial Accounting Standards and their timely implementation. The CFOA also requires that MDA obtain a Certified Public Accountant assessment and audit of the AFS. One of the primary goals of the CFOA is for the Department of Defense to receive unqualified audits by an independent Certified Public Accounting (CPA) firm of all department Financial Statements. As part of this activity, MDA must continue improving financial systems and processes, conducting general and application control reviews, cleansing data, compiling financial reports, and preparing for future audits of financial statements. Co-location of the functions of cost estimating, financial analysis and accounting, earned value management, internal assessments, and information management and technology will greatly facilitate MDA compliance with CFOA requirements.
- Senior Financial Management Oversight Council (SFMOC)- In January 2001, The Department of Defense created the SFMOC to oversee and monitor actions needed to ensure that DoD critical accounting, finance, and feeder systems complied with federal financial management requirements. This process consists of five Phases: awareness, evaluation, renovation, validation, and compliance. MDA is one of the 9 designated Defense Agencies required to complete this process. To comply with Phase 1 of the process, MDA personnel are in the process of mapping the flow of financial transactional information from points of origin to reporting in the various lines on the Annual Financial Statement and complying with the other criteria under Phase 1. The contractor will facilitate this process by co-locating the functions of cost estimating, financial analysis and accounting, performance measurement analysis, and information management and technology.
- Tri-Annual Review of Commitments, Obligations, and Unliquidated Obligations- The Department of Defense Financial Management Regulations require MDA to conduct a tri-annual review of commitments, obligations, and unliquidated obligations. This requirement entails a

detailed review of all Procurement, Research, Development, Testing and Evaluation and Military Construction funds in excess of \$200,000. This review must be completed within 14 days after January 31, May 31, and September 30, and a formal signed confirmation statement must be prepared and forwarded to the Department of Defense, Office of the Deputy Comptroller. The contractor shall facilitate this Tri-Annual Review process by co-locating the necessary data, automation, and review functions.

Promote Efficiency, Effectiveness, and Timeliness- Besides compliance
with various external financial laws and directives, the contractor shall
promote increased financial efficiency, effectiveness, and timeliness.
These co-located MDA activities will facilitate the linkage of budget and
accounting processes, the execution of internal financial management
improvement studies with program contract baseline cost, schedule, and
risk analysis, and the monitoring of property accountability and
documentation.

#### 6.0 PERIOD OF PERFORMANCE

The period of performance shall be for a base period of 3 years from the start of the contract with 2 one-year options.

The contractor will provide the government with a monthly status report covering all areas of this statement of work. The report will be provided at the beginning of the month for the prior month activities.

8.0 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COR) AND TECHNICAL ASSISTANT (TA). The COR and TA for this contract is Mr. Billy Love, MDA/RM, telephone (703) 697-8488.

Contract Security Classification Specification (DD Form 254, 9 Pages)

DD Form 254, DEC 90

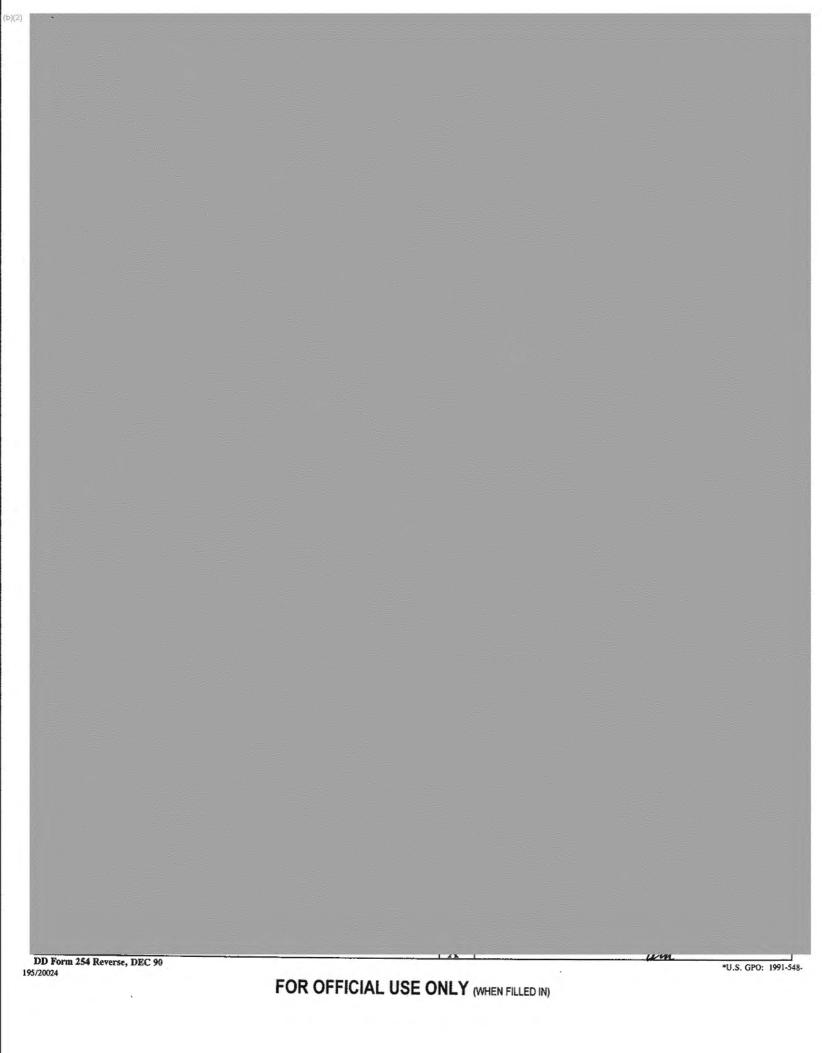
805/340

Form 254, DEC 90

Previous editions are obsolete.

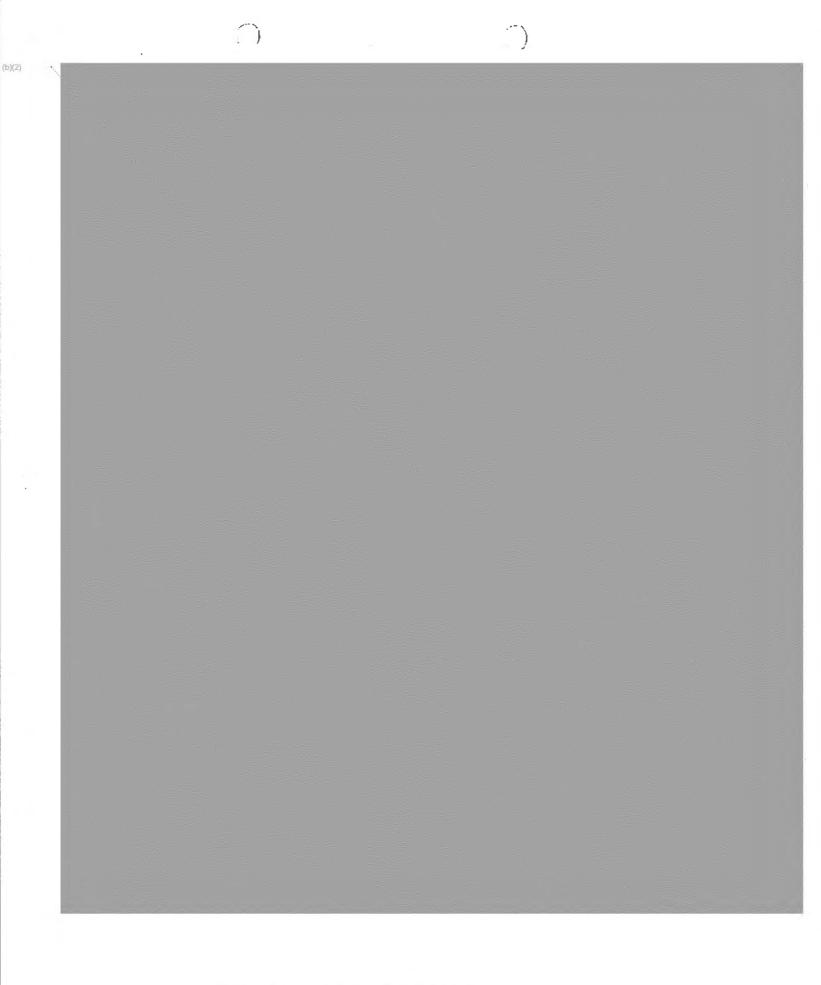
FOR OFFICIAL USE ONLY (WHEN FILLED IN)

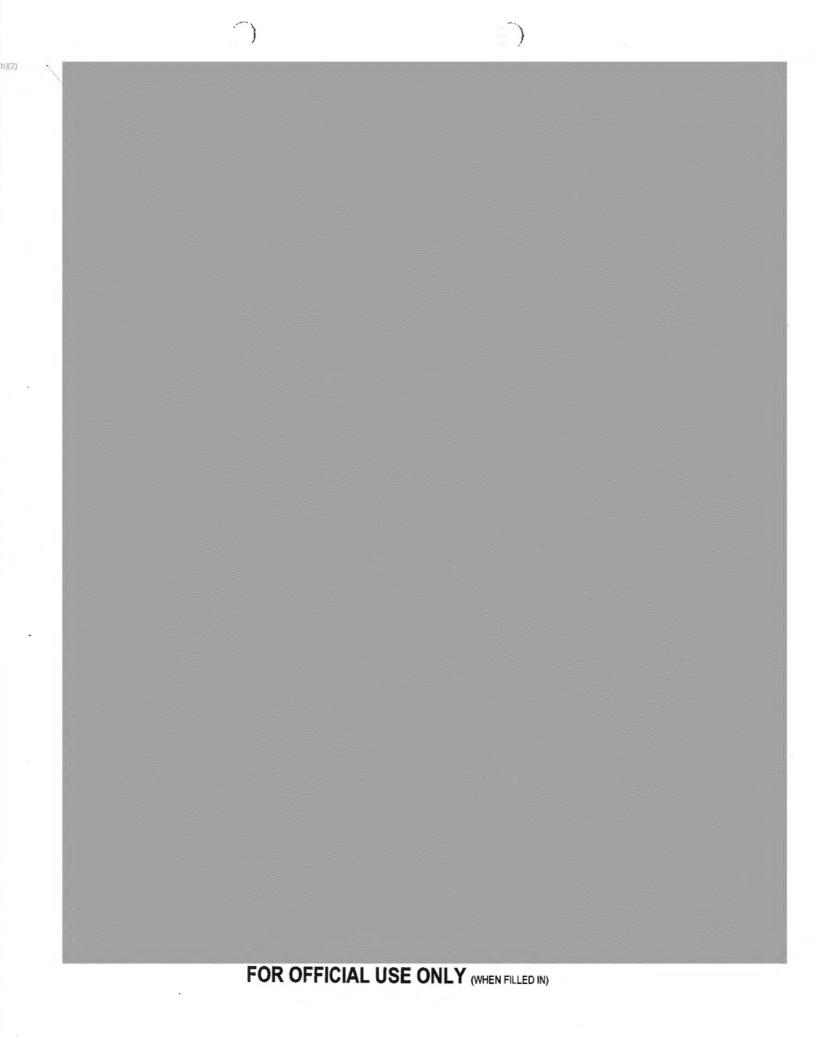
REDACT IN ENFILLED IN)

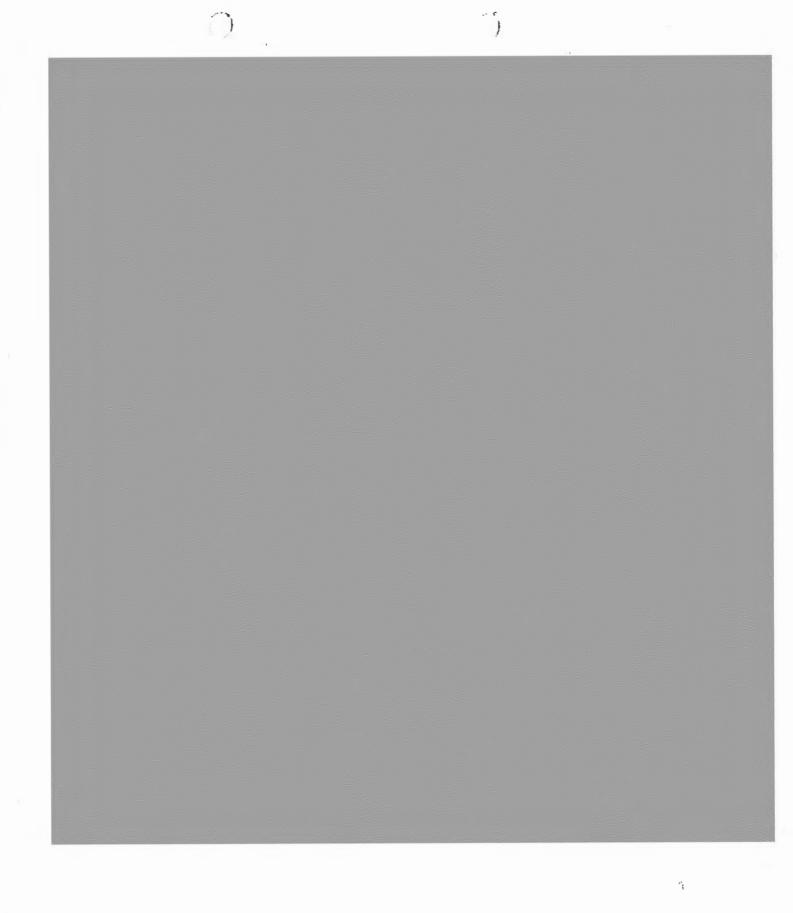


Item 13 (Continued)

(b)(2)







OCI Analysis/Disclosure Form

Attachment 3 HQ0006-02-R-0005

OCI ANALYSIS/DISCLOSURE FORM

Contracting Officer

REDACT IN 145 Entinety HQ0006-02-C-0037
Attachment 4

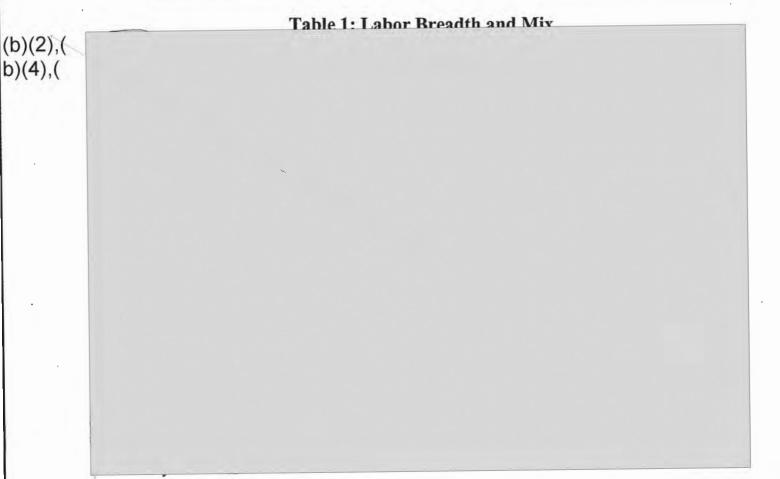
		TECHN	ICAL B	ACKG	ROUND	AND	TANAC	PAREN	TOTAN	Ψ.	
b)(2),( )(4),(											
	Ī										
	1										

HQ0006-02-C-0037 Attachment 4

(b)(2),(b)(4),(

# b) Overall Relevance Of Staff SOW Actions

Engineering Management Concepts (EMC) will provide the resources to operate and administer the "Financial Integration and Assessment Center" (FIAC) in support of the Missile Defense Agency (MDA). EMC's Facilities Management Team is comprised of highly skilled professionals with extensive experience in the key areas of facility integration and support. We are committed to providing only the best-qualified workforce to support our customers' needs. Our skills and experience are diversified to cover the broad spectrum of personnel required to maintain the facility. From our senior project manager down through access control assistants, our team comprises several tiers of support personnel, each with a defined role to ensure the success in the daily operations. The breakout of our proposed staff and our labor mix rational is in Table 1 below.



Program Manager (PM)

EMC's Program Manager will oversee the total operations and provide administrative direction to the support staff. The PM will ensure that the FIAC is operated and administered in accordance with appropriate MDA facility, visitor control, and information security standards and documents. The PM will be responsible for day-to-day operations, including installation and maintenance of the telecommunications, data

communications, and video teleconferencing equipment, meeting/conference room scheduling and support, supply and logistics services, and general maintenance and housekeeping services, to ensure the proper environment for integration. The PM will maintain a complete inventory and control of all Government Furnished Equipment (GFE) provided at the FIAC. In discharging his responsibilities, the PM will be assisted by the Facility Security Officer, the LAN Systems Administrator, the Administrative Assistant, and Access Control Personnel.

# Facility Security Officer (FSO)

EMC's FSO will implement a security plan and administer security procedures for classified or proprietary materials, documents, and equipment in accordance with EMC's "Standard Practice Procedures Manual For Industrial Security" (SPP) and the "National Industrial Security Program Operational Manual" (NISPOM). This will include updating and maintaining manuals outlining regulations, as well as establishing procedures for handling, storing, and keeping records and for granting personnel and visitors access to restricted area, records and materials. The FSO will conduct security education classes, investigates security violations, and prepare reports specifying preventive action to be taken.

# Responsibilities:

- Provide security oversight, support and services for the FIAC.
- Implement and administer the security requirements in accordance with the Company SPP and NISPOM.
- Maintain, update and publish individual specific programmatic briefings and Standard Practice Procedures.

EMC's FSO has completed the following courses:

- DOD Industrial Security Management Course.
- DOD AIS Security Course.

# LAN Systems Administrator

EMC will provide a senior level Systems Administrator with a strong Windows NT Background experienced in a secured (classified) environment to support MDA/RMT for all aspects of the Local Area Network. The Administrator will be responsible for all facets of Windows NT system administration, installation, configuration, recovery, diagnosis and resolution of hardware and software problems. Primary focus is on NT domain administrator, "Back Office" products, user administration, monitoring and maintenance of current environment including proactive problem resolution.

Responsibilities include supporting MDA/RMT in the following tasks:

- Evaluate, recommend, install and support LAN/WAN hardware, software and user requirements.
- Establish and document standards for network architecture.

- Plan and coordinate total network integration.
- Configure and maintain all workstations and network printers.
- Provide "Help Desk" support to system users.
- Understand industry standards and apply principles, concepts and practices.
- Maintain technical expertise in all areas of network, computer hardware and software interconnection and interfacing such as, routers, multiplexers, hubs, bridges etc.
- Contribute as a high level technical resource on assigned IT projects.

# **Administrative and Access Control Personnel**

EMC's Administrative and Access Control support team will include PM and FSO support, as well as administrative management of the FIAC "paper flow" and meeting requirements. EMC will provide an Administrative Assistant (AA) to the PM to support the day-to-day operations of the facility. This will include maintaining EMC's "Management Plan," which addresses the broad spectrum of facility operations and procedures. The EMC facility has two access-controlled locations that must be monitored during designated hours. EMC will provide four "Access Control Center" personnel to administer the two access control points. All of EMC's support team is cross-trained in security procedures to ensure continuity and reliable support. This team will also be trained in the MDA Correspondence Guide.

# (2) MANAGEMENT PLAN

Under Solicitation HQ006-02-R-0005, the Missile Defense Agency seeks contractor support for the establishment and operation of the proposed Financial Integration and Assessment center (FIAC). In accordance with the requirements of the solicitation, this section of our proposal provides our approach to:

- · Upgrades and improvements;
- · Overall management and implementation of SOW tasks;
- Ensuring security coverage;
- Meeting data requirements; and
- Retaining qualified employees and for handling turnover.

# **Upgrades and Improvements**

EMC will interface with MDA planners and will contract with architects, builders and other providers to provide, in a timely and expedited manner, an automated, safeguarded and secured annex. Upgrades and improvements to the existing space will include the following:

- Provision of appropriate office, conference and utility spaces to allow co-location of the MDA teams.
- Appropriate access control systems.

EMC will ensure that MDA is provided with the capability to integrate MDA financial services and products by planning and providing a facility that, in addition to co-locating the financial, cost estimating and earned value functions, will include a state-of-the-art conferencing capability. The Financial Integration and Assessment Center will include a 30' x 40' conference room (approximate dimensions), capable of seating up to 75, equipped with an interactive white board, video teleconferencing equipment and audiovisual equipment. It will feature multiple projectors for simultaneous display of programmatic materials. This conference/meeting room will facilitate sharing and integration of data among MDA's planners and analysts by allowing them to compare and contrast program material and data across their various disciplines.

The plan also includes several smaller conference rooms, one of which will include VTC capability, as well as a Management Information Center (MIC).

EMC estimates that the security modifications to the facility necessary to support MDA will be completed 75 days after contract award. There are several considerations that may impact the 75-day period over which EMC has no control: (1) time required to obtain any necessary Arlington county licenses approval; (2) any changes requested to the security modifications by MDA after contract award; and (3) the delivery and installation of all GFE (systems furniture, IT equipment, other equipment) to be provided to EMC by MDA. Any delay caused by these three items will cause a day-for-day slip in our move in scheduled, now estimated for the end of June 2002.

# Overall Management and Implementation of SOW Tasks

EMC has prepared a draft "EMC Management Plan for MDA Facilities" at Sequoia Plaza and is available at your request. The plan is intended to describe the administrative and facilities-related operating procedures at Sequoia Plaza to ensure effective and efficient operations. To maintain continuity, this plan has incorporated similar operating procedures familiar to MDA and their support contractors. EMC's management plan is summarized below. It addresses the various components to ensure an effective facility operation is summarized below:

# ACC/Security Procedures

- Access Control Procedures The EMC Access Control Center (ACC) is located on the first floor (Suite 100) and is responsible for ensuring that personnel who enter EMC/MDA space have authorized access and possess an EMC/MDA badge or are issued an EMC/MDA visitor badge. For those visitors requiring escort, the ACC will provide escorts between the 1<sup>st</sup> and 3<sup>rd</sup> floors to the Point Of Contact (POC).
- Building Security EMC will use Security & Energy Technologies Corporation (SETEC) to monitor building security 24 x 7. SETEC currently provides the existing swipe card system used to gain access into the building and EMC will use the same swipe card system to gain access to EMC/MDA office space for both the 1<sup>st</sup> and 3<sup>rd</sup> floors.
- Storage of Classified Material EMC's FSO will work with DSS to ensure EMC's "Standard Practice Procedures Manual" for Industrial Security is implemented along with being in accordance with the "National Industrial Security Program Operating Manual" (NISPOM). The FSO in concert with MDA will identify levels of storage in offices, open storage areas and special storage requirements. Procedures for the Accountability, Safekeeping and Storage, as well as Burn Bag procedures will be in accordance with BMDO Directive 5200.
- Visitor Requests The ACC is responsible for receiving and verifying all requests to visit MDA at the Sequoia Plaza location. The ACC will maintain an automated visitor and access control system.

# Meeting Administration Procedures

- Conference Room Facilities The Sequoia Plaza location will have an MIC and a conference room located on the 3<sup>rd</sup> floor and a large conference/training room located on the first floor. Each room will have VTC capability, standard audio/visual equipment. In addition, the 1<sup>st</sup> floor conference/training room will be equipped with a "Smart-board".
- ➤ Meeting Management Procedures EMC's Administrative Assistant (AA) will be responsible for maintaining the schedules and availability of all conference rooms. MDA staff will notify EMC's AA to schedule conference room use. The conference room calendar will be put on the LAN to inform staff of scheduled meetings and open dates.

# Computer/Technical Assistance

Computer Information Center (CIC) – EMC's LAN Administrator will be responsible for overseeing the network at Sequoia Plaza. This person will interface with MDA's IT staff to ensure continuity of service and will work with MDA's "Help Desk" staff and offer any assistance necessary.

# • Transportation Guidelines

- ➤ Parking Garage parking at Sequoia is available by "Parking Permit" only. EMC's AA will issue to personnel who have seating within the EMC/MDA offices a permit. EMC will maintain a master list of all parking permits issued and will work with MDA administration to ensure the list stays current.
- Visitor Parking Sequoia Plaza has designated visitor and handicapped parking space within the garage. There are no requirements to obtain a "visitor parking permit" to park in these spaces.
- ➤ Sequoia Shuttle Service Sequoia management is responsible for the overall schedule and routing for this service. The morning and afternoon routes includes the Navy Annex, Crystal Park III, Water Park, Pentagon and Roslyn. Pentagon City is added to the schedule during lunchtime.

# Supply and Services

- Mail Service MDA staff will be responsible for pickup and delivery of mail to the EMC/MDA space. Schedules and pickup and delivery points will be determined by MDA.
- Classified Mail Classified mail will be handled in accordance with the NISPOM and EMC's SPP procedures.
- Expendable Supplies All expendable supplies will be provided and maintained by MDA personnel. Ordering supplies will be in accordance with BMDO Form 80.
- ➤ GFE MDA will provide office equipment (fax machines, copiers, etc.), computer equipment and furniture as GFE to EMC. EMC will log into its database all GFE and provide inventory audits on an annual basis.

# Security Coverage

Security & Energy Technologies Corporation (SETEC) is contracted by USAA (Sequoia Plaza Landlord) to provide electronic monitoring of the building perimeter 24 hours a day, seven days a week. Computerized access control of the building permits only authorized personnel to gain entry by using a programmable access card during evening, weekend and designated holidays. The same technology will be used to allow authorized MDA personnel and support contractors to gain access to EMC/MDA space. EMC will maintain and control the issuance of access cards to each authorized person. Detailed procedures are addressed in the "EMC Management Plan for MDA Facilities."

# **DATA REQUIREMENTS**

# **Monthly Status Report**

EMC will provide status reports on a monthly basis, 20 days after the end of each month. These reports will include activities relating to visitor requests, meetings held, meetings scheduled for the upcoming reporting period, planned travel and any issues pertaining to Facility operations.

# Funds & Labor Hour Expenditure Report (FLHER)

EMC will provide FLHER reports on a monthly basis, 20 days after the end of each month. These reports will include funds and labor hours planned and expended for the month as well as cumulative data for the contract.

# Planning, Programming and Budgeting System (PPBS) Data Disclosure

EMC will designate their FSO as the point of contact with the responsibility to ensure each employee who works on this contract is briefed and understands the consequences of divulging MDA-related PPBS data. That process will include reviewing the provisions of the "PPBS Non-Disclosure Agreement" (MDA Form 99) and having the form signed by each employee.

# Retention of Qualified Employees

EMC is committed to recruiting and retaining only the best-qualified workforce to support our customers' needs. EMC strives to install in each of our team members the supreme importance of our customers and the vital role each member plays in satisfying the needs of those same customers. We realize our strength and competitive advantage is our people. The skills and strengths of our diverse team make our company atmosphere unique and pleasant. In addition, EMC offers a comprehensive benefits package for the protection and well being of our employees and their families. This outstanding program is rarely found in companies our size.

EMC's benefits package includes a liberal holiday and leave policy and coverage for medical, dental, prescription drugs, short-term disability, long-term disability, life insurance, and an attractive 401(k) plan. Of particular benefit to our employees is that EMC pays the full cost of medical, dental, and prescription drug premiums for employees and eligible family members. Additionally, EMC pays the full cost of short-term disability and long-term disability insurance premiums for employees as well as the full cost of Life Insurance and Accidental Death and Dismemberment Insurance. EMC strongly encourages all eligible employees to participate in the company 401(k) plan and provides a generous matching contribution to participants. Finally, EMC's benefits package includes an education tuition reimbursement policy for those degree programs that have direct application to the employee's current job position, or provides opportunity for career enhancement within the EMC team.

# Plan for Handling Turnover

EMC's fundamental philosophy for handling turnover is to establish a company atmosphere and working environment that contributes to employee retention and minimizes turnover. This positive company atmosphere is created in a number of ways. First, as previously discussed, EMC employees are provided a generous benefits package. Additionally, and just as important, EMC focuses on the positive behavior of people; encourages employee involvement in problem-solving and decision making; respects the uniqueness of each employee; and selects managers and supervisors who demonstrate an appropriate blend of human relation skills, technical competence, and management prowess. EMC also emphasizes promotion-from-within throughout the company. Recognizing that even with the best of efforts, some turnover is inevitable, EMC has a large and diverse workforce available to provide immediate support to MDA. Also EMC maintains an active Training Program to provide employee cross-training, support employee development and advancement, and to keep the EMC Team technologically current. This Training Plan includes post secondary education as part of the company tuition reimbursement program as well as specific training and certifications and/or attendance at seminars and trade shows. This aggressive training program supports EMC's philosophy of promotion-from-within the company and minimizes the turbulence created by employee turnover. Finally, given EMC's excellent benefits program and positive working environment, EMC Resource and Information Management Division has local authority and has the capability to quickly hire qualified new employees.

# **Government Furnished Equipment**

(Will be provided and incorporated into this contract at time of installation. The Government will provide 80 work stations with seating, 14 private office set-ups, and 2 conference tables)

			20	NTRAC	CODE	PAGE OF	PAGES
AMENDMENT OF SOLICITATION ODIFIC	CATION OF CONTRA	CT	1				•
				U		1	3
2. AMENDMENT/MODIFICATION NO.	B. EFFECTIVE DATE	4. REQUISITION	N/PR 1	NO.		5. PROJECT	
P00001	See Block 16C					(7.7)	
6. ISSUED BY CODE	HQ0006	7. ADMINISTERE	D BY	(If other Item 6)	CODE		
Office of the Secretary of Defense		1					
Missile Defense Agency (MDA/CTI)	•	DCMC Ox	mard				
7100 DEFENSE, PENTAGON		4111 San F	Pedro	St.			
WASHINGTON, DC 20301-7100		Suite 1					
ATTN: Mr. Robert E. Ashley (703)	695-9101	Port Huene	eme	CA 930	43-4410		
8. NAME AND ADDRESS OF CONTRACTOR (No., street,		T OIL MACH			MENT OF SOLI	CITATION NO	O.
	,						
ENGINEERING MANAGEMENT	CONCEPTS		<b>i</b> [	9B. DATED	(SEE ITEM 11)		
295 WILLIS DRIVE, SUITE B			ΙI				
CAMARILLO, CA 93010				10A MODIF	ICATION OF CO	ONTRACT/OF	EDER NO.
			$ \mathbf{x} $	HO0000	5-02-C-003	7	
				10B. DATEC	(SEE ITEM 11)		
CODE 4L958 FACILITY CO	DE		1	Apri	11, 2002		
11. THIS F	FEM ONLY APPLIES TO A	AMENDMENTS OF	SOLIC	CITATION			
[ ] The above numbered solicitation is amended as set forth in Item 14.	The hour and date specified for re	ceipt of Offers [] is exte	nded, [	in not extended			
Offers must acknowledge receipt of this amendment prior to the hour un  (a) By completing items 8 and 15, and returning copies of the ame includes a reference to the solicitation and amendment manbers. FABLE TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTA telegram or letter, provided by each telegram or letter makes reference to	ndment; (b) By addnowledging re- JRE OF YOUR ACKNOWLEDGN ON OF YOUR OFFER. If by virtu- the solicitation and this amendment	ceipt of this amendment of MENT TO BE RECEIVED IS of this amendment you	on each e D AT TE desire to	copy of the offer HB PLACE DES change an offer	KINATED FOR THE already asbustied, a	RECEIPT OF O	FFERS PRIOR
12. ACCOUNTING AND APPROPRIATION DATA (IF R	EQURED) SEE SECTIO	N G					
13. THIS FTEM	APPLIES ONLY TO MOD		NTRA	CTS/ORDER	S.		
IT MODIFIE	ES THE CONTRACT/ORD	ER NO. AS DESCRI	IBED I	N ITEM 14.		***************************************	
(*) A. THIS CHANGE/ORDER IS ISSUED PU CONTRACT ORDER NO. IN FIEM 10/4		hority) THE CHANC	BES SE	T FORTH IN	ITEM 14 ARE N	MADE IN THE	
B. THE ABOVE NUMBERED CONTRAC office, appropriation date, etc.) SET FOR						n as changes in	paying
X C. THIS SUPPLEMENTAL AGREEMENT							
MUTUAL AGREEMENT OF THE PART	IES						
D. OTHER (Specify type of modification and	d authority)						
E. IMPORTANT: Contractor [] is not [X] is required to	o sign this document and retu	m 3 copies to the	issuing	office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION	· .				t subject matter		
where feasible.)  The purpose of this modification is to in Except as provided herein, all terms and conditions of the doc	acorporate an addit	ional Clause to	o the	contract	: (Continue	ed on Page	e 2) Fect.
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND					
Kristine M. Gardner	ROBER	TE.	<b>ASHLE</b>	Y, JR.			
V.P., Programs		Contract	_				
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B, UNITED STA	ATES C	OF AMERICA	<b>\</b>	16C. DATE SIG	NED
Kristine M Gardner	5/14/02	K20	ليا	Contracting Offi	<u>0</u>	5 16	02
(Signature of person authorized to sign)  NEN 7540-01-152-9070	30-105	forgad	-mr≠ cyr t.	with Survey Alle	#TANDARD FORM 3	0 (REV. 10-83)	

PREVIOUS EDITION UNUSABLE

PRESCRIBED BY GEAFAR (48 CFR) 53.243

# STANDARD FORM 26 – is revised as follows:

Block 6 is changed to read:

S0512A DCMC Van Nuys 6230 Van Nuys Boulevard Van Nuys, CA 91401-2713

Block 12 is changed to read:

HQ0339 DFAS/CO - WEST Box 182381 Columbus, OH 43218-2381

# **SECTION I CONTRACT CLAUSES** – is revised as follows:

The following clause is hereby incorporated into this contract:

Clause 252.251-7000

Order from Government Supply Sources

MAY 1995

Contract change page 24 is attached which incorporates this change

As a result of this modification, the total amount of funds obligated on this contract remains unchanged at \$2,988,047

Except as provided herein, all other terms and conditions remain unchanged and in full force and effect.

52.228-7	InsuranceLiability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-4	Consistency In Cost Accounting Practices	AUG 1992
52.230-6	Administration of Cost Accounting Standards	NOV 1999
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	FEB 2002
52.232-33	Payment by Electronic Funds TransferCentral Contractor	MAY 1999
	Registration	
52.233-1	Disputes	DEC 1998
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
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
52.243-2 Alt I	ChangesCost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2001
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials,	JAN 1986
	Or Labor Hour Contracts)	
52.249-6	Termination (Cost Reimbursement)	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-	MAR 1999
0.00 0.00 00.00	Contract-Related Felonies	DEC 1001
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
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous	APR 1993
050 005 5001	Materials	II D.I 1002
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7034	PatentsSubcontracts	APR 1984
252.227-7039	PatentsReporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.239-7000	Protection Against Compromising Emanations	DEC 1991
252.239-7016	Telecommunications Security Equipment, Devices, Techniques,	DEC 1991
050 040 0004	And Services	DEC 2000
252.242-7004	Material Management And Accounting System	DEC 2000
252.246-7001	Warranty Of Data	DEC 1991
252.249-7002	Notification of Anticipated Program Termination or Reduction	DEC 1996
252.251-7000	Order from Government Supply Sources	MAY 1995

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT  2. AMENDMENT/MODIFICATION NO.  See Block 16C  6. ISSUED BY  CODE  MO0002  6. ISSUED BY  CODE  MO0006  7. ADMINISTERED BY If other have 0  COTTES OF THE SECRET OF THE ADMINISTERED BY If other have 0  CODE  MISSIIE Defense Agency (MDA/CTI)  7100 DEFENSE, PENTAGON  WASHINOTON, DC 20301-7100  ATTH: Mr. Robert E. Ashley (703) 695-9101  S. NAME AND ADDRESS OF CONTRACTOR 100, more course, state and IT Port Hueneme, CA 93043-4410  ENGINEERING MANAGEMENT CONCEPTS  295 WILLIS DRIVE, SUITE B  CAMARILLO, CA 93010  CODE  IDB04  FACILITY CODE  11. THIS TIEM ONLY APPLIES TO AMENDMENT OF SOLICITATION  THE above numbered infinition is woulded as an for the limit in 1. The bow and date specified in the arbitication or as mondal, by use of the following products.  It is considered in the contraction of the part of the installant or an intercopy of the information or unitopy of the informati					RACT ID CODE	PAGE OF	PAGES
2. AMENDMENT/MODIFICATION NO. See Block 16C  PO0002  See Block 16C  RUG0006  G. ISSUED BY  CODE  HQ0006  G. ISSUED BY  CODE  HQ0006  T. ADMINISTERED BY (If other ham 0)  CODE  CODE  Missile Defense Agency (MDA/CTI)  T100 DEFENSE, PENTAGON  WASHINGTON, DC 2031-7100  ATTN: Mr. Robert E. Ashley (703) 695-9101  R. NAME AND ADDRESS OF CONTRACTOR Row. street. comps, See and 2P Code)  ENGINEERING MANAGEMENT CONCEPTS  295 WILLIS DRIVE, SUITE B  CAMARILLO, CA 93010  II. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION  TO BE OFFICE A 15 and the see and the first of the see and the sellicitation at a smooth, by one of the following methods.  The street and the sellicitation at a smooth, by one of the following methods.  The street and the sellicitation at a smooth, by one of the following methods.  The street and the sellicitation at a smooth, by one of the following methods.  The street and the sellicitation at a smooth, by one of the following methods.  The street and the sellicitation at a smooth, by one of the following methods.  The street and the sellicitation at a smooth, by one of the following methods.  The street and the sellicitation at a smooth, by one of the following methods.  The street and the sellicitation at a smooth, by one of the following methods.  The street and the sellicitation at a smooth, by one of the following methods.  The street and the sellicitation at a smooth, by one of the following methods.  The street and the street and the sellicitation at a smooth, by one of the following methods.  The street and the street and the sellicitation at a smooth, by one of the following methods.  The street and the street and the sellicitation at a sellicitation at a street and the smooth, and the street an	AMENDMENT OF SOLICITATION/MODI	FICATION OF CONTRA	CT		**	١.,	
PO0002  See Block 16C  HQ0006  7. ADMINISTERED BY (y other home 4)  CODE  Office of the Secretary of Defense Missile Defense Agency (MDA/CTI)  7100 DEFENSE, PENTAGON  WASHINGTON, DC 20301-7100  ATTH: Mr. Robert E. Ashley (703) 695-9101  8. NAME AND ADDRESS OF CONTRACTOR (bit., street, comp.), state and 277 Code)  ENGINEERING MANAGEMENT CONCEPTS  295 WILLIS DRIVE, SUITE B  CAMARILLO, CA 93010  In THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION  (I) the observambere indication is unuseded as as from in time 14. The hour and dise specimen for except of 070fm; I is extended.)  The street number of solicitation and unuseded as as from in time 14. The hour and dise specimen for except of 070fm; I is extended.)  The observambere indication is unuseded as as from in time 14. The hour and dise specimen for except of 070fm; I is extended.)  The observambere indication is unuseded as as from in time 14. The hour and dise specimen for except of 070fm; I is extended.)  The observambere indication is unuseded as as from in time 14. The hour and dise specimen for except of 070fm; I is extended.)  The observambere indication is unused as as from in time 14. The hour and dise specimen for except of 070fm; I is extended.)  The observambere indication is unused as as from in time 14. The hour and dise specimen for except of 070fm; I is extended.)  The contract of the smoothead of the contraction of the immediation of the contraction of the immediation of the contraction of the contraction of the unused as a from in time 14. The hour and dise specimen for except of 070fm; I is extended.)  The observament of the simulation of the unused as a from in time 14. The hour and dise specimen for except of 070fm; I is extended.)  The contract of the unused as a from in time 14. The hour and distribution of the immediation of the	A AMENDMENT OF THE ATTOM NO	4 Presente Dame	A DECLUCITIO	NI /IDI		4	T NO
6. ISSUED BY Office of the Secretary of Defense Missile Defense Agency (MDA/CTI) 7100 DEFENSE, PENTAGON WASHINGTON, DC 20301-7100 8. NAME AND ADDRESS OF CONTRACTOR 800, speec, coseq, State and 207 Costo) ENGINEERING MANAGEMENT CONCEPTS 295 WILLIS DRIVE, SUITE B CAMARILLO, CA 93010  CODE 1DB04 FACILITY CODE 1. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLUCITATION OF CONTRACT/ORDER NO APPLIES TO AMENDMENT OF SOLUCITATION (1) The shore machened achicitation is assessed as as for this lone 1st. The bose and the specifies the circle of the controllation or a smooth, or of the filter monitoring of the filter or the controllation or a smooth of the state of the size of the state o	2. AMENDMEN I/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITIO	M/PI	CNO.		
Office of the Secretary of Defense Missile Defense Agency (MDA/CTI) 7100 DEFENSE, PENTAGON WASHINGTON, DC 20301-7100 ATTN: Mr. Robert E. Ashley (703) 695-9101  8. NAME AND ADDRESS OF CONTACTOR (bb., street, cases), State and 2IP Code) ENGINEERING MANAGEMENT CONCEPTS 295 WILLIS DRIVE, SUITE B CAMARILLO, CA 93010  103. MODIFICATION OF CONTRACTOR (bb., street, cases), State and 2IP Code)  104. MODIFICATION OF CONTRACTOR (bb., street, cases), State and 2IP Code)  105. DATED (size ITEM 11)  106. MODIFICATION OF CONTRACTOR (bb. price) April 1, 2002  11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLUCITATION  (T) The above numbered solitisation is succided as a fee foul in limit 1. The bove and date precised of offers (T is caseful, 1) in and establed.  Offers must acknowledge recipe of data sounderment prior to the bow and date specified is the solicitation of a sounderly and analysis of the solicitation and analysis o							
Missile Defense Agency (MDA/CTI) 7100 DEFENSE, PENTAGON WASHINGTON, DC 20301-7100 ATTN: Mr. Robert E. Ashley (703) 695-9101  8. NAME AND ADDRESS OF CONTRACTOR Pob., prec. coses, Sust and ZP Code) ENGINEERING MANAGEMENT CONCEPTS 295 WILLIS DRIVE, SUITE B CAMARILLO, CA 93010  PACILITY CODE  PACILITY CODE  IDB04  FACILITY CODE  THIS TIBM ONLY APPLIES TO AMENDMENTS OF SOLUCITATION APPLIES TO AMENDMENTS OF SOLUCITATION APPLIES TO AMENDMENTS OF SOLUCITATION The above numbered solucitation is streaded as set forth in line 14. The bow and date specified in the solicitation or a streaded, by one of the following methods. Offer must advancelyage recipi of data streaded and stream anabete. FAILURE of YOUR ACKNOWLEDGENIN TO BE RECEIVED AT THE PLACE DESCRIATED FOR THIS RECEIVED AND AND APPLIES TO AMENDMENTS OF SOLUCITATION TO BE RECEIVED AT THE PLACE DESCRIATED FOR THIS RECEIVE OF COPY.  12. ACCOUNTING AND APPLOPMENT ON THE ACCURATION DATA or APPLIES TO AMENDMENT OF SOLUCITATION N/A  13. THIS TIBM APPLIES ONLY TO MODIFICATION OF CONTRACTORDERS. IT MODIFIES THE CONTRACTORDER IN OR AS DESCRIBED IN TIBM 14.  (**) A. THIS CHANGE/ORDER IS ISSUED PURILANDED TO BE RECEIVED AT THE PLACE DESCRIATED FOR THIS RECEIVE OF COPY.  N/A  13. THIS TIBM APPLIES ONLY TO MODIFICATION OF CONTRACTORDERS. IT MODIFIES THE CONTRACTORDER IN TIBM 14.  (**) A. THIS CHANGE/ORDER IS ISSUED PURILANDED TO REPLECT THE ADMINISTRATIVE CHANGES (such as changes in proving office, appropriation data, et. cl.) SET FORTH IN TIBM 14. PURSUANT TO AUTHORITY OF FAR 43 103(b).  C. THIS SUPPLIAMENTAL AGREEMENT IS ENTERED INTO FURSIANT TO AUTHORITY OF FAR 43 103(b).  C. THIS SUPPLIAMENTAL AGREEMENT IS ENTERED INTO FURSIANT TO AUTHORITY OF FAR 43 103(b).  C. THIS SUPPLIAMENTAL AGREEMENT IS ENTERED INTO FURSIANT TO AUTHORITY OF FAR 43 103(b).  C. THIS SUPPLIAMENTAL AGREEMENT IS ENTERED INTO FURSIANT TO AUTHORITY OF FAR 43 103(b).  C. THIS SUPPLIAMENTAL AGREEMENT IS ENTERED INTO FURSIANT TO AUTHORITY OF FAR 43 103(b).  C. THIS SUPPLIAMENTAL AGREEMENT IS ENTERED INTO FURSIAN	6. ISSUED BY CO	DE HQ0006	7. ADMINISTER	ED B	Y (If other Item 6) CODE	<u> </u>	
T100 DEFENSE, PENTAGON WASHINGTON, DC 20301-7100 ATTN: Mr. Robert E. Ashley (703) 695-9101 Port Hueneme, CA 93043-4410  8. NAME AND ADDRESS OF CONTRACTOR Plo., urien, councy, Start and ZPP Code) ENGINEERING MANAGEMENT CONCEPTS 295 WILLIS DRIVE, SUITE B CAMARILLO, CA 93010  FACILITY CODE  11. THIS TIEM ONLY APPLIES TO AMENIMENTS OF SOLICITATION [7] Do. AND DRIVE CONTRACT/ORDER NO. 11. THIS TIEM ONLY APPLIES TO AMENIMENTS OF SOLICITATION [7] The shows numbered solicitation is sounded as act forth in little of the little of the solicitation as a monded, by one of the following methods.  (7) The shows numbered solicitation is sounded as act forth in little of the little of the solicitation as a monded, by one of the following methods.  (7) The shows numbered solicitation is sounded as act forth in little of the little of the solicitation as a monded, by one of the following methods.  (8) DATED (SEE TIEM 11)  April 1, 2002  11. THIS TIEM ONLY APPLIES TO AMENIMENTS OF SOLICITATION [7] The shows numbered solicitation in the solicitation on as amended, by one of the following methods.  (1) in set establed.  (2) This solicitation of this solicitation on as amended, by one of the following methods.  (2) In solicitation of the solicitation on as amended, by one of the following methods.  (3) This solicitation of this solicitation of the solicitation on as amended, by one of the following methods.  (3) This solicitation of the solicit	•						
WASHINGTON, DC 20301-7100 ATTN: Mr. Robert E. Ashley (703) 695-9101  8. NAME AND ADDRESS OF CONTRACTOR Pos., seree, comp., Sust and ZIP Code)  ENGINEERING MANAGEMENT CONCEPTS 295 WILLIS DRIVE, SUITE B CAMARILLO, CA 93010  103. MODIFICATION OF CONTRACT/ORDER NO April 1, 2002  11. THIS TEM ONLY AFFLIES TO AMENDMENTS OF SOLICITATION (1) The above numbered solicialism is secondar grief to the survey of Offers [1] is not entired. (2) It not controlled receips of this amendment pricts to the horse and date specified to receips of Offers [1] is not centrolled. (3) Forestimate the Stand 1, and relations grief to the branch and date specified to receips of Offers [1] is not centrolled. (4) It not centrolled receips of this amendment prict to the horse and date specified to receips of Offers [1] is not centrolled. (5) It not centrolled to the stand 1, and relations grief of the succession of the stand 1, and relations of the stand 2, and relations of the stand 1, and the stand		CTI)					
ATTN: Mr. Robert E. Ashley (703) 695-9101  8. NAME AND ADDRESS OF CONTRACTOR Qu., treet. cours, State and ZIP Code)  8. NAME AND ADDRESS OF CONTRACTOR Qu., treet. cours, State and ZIP Code)  ENGINEERING MANAGEMENT CONCEPTS 295 WILLIS DRIVE, SUITE B  CAMARILLO, CA 93010  CODE 1DB04    FACILITY CODE	•	10		Ped	ro St.		
8. NAME AND ADDRESS OF CONTRACTOR po treet. comeys, Suar and ZIP Code()  ENGINEERING MANAGEMENT CONCEPTS 295 WILLIS DRIVE, SUITE B  CAMARILLO, CA 93010  IGA. MODIFICATION OF CONTRACT/ORDER NO HQ0006-02-C-0037 IGB. DATED (size TESM 11)  April 1, 2002  IT THIS TIEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION  IT THE shows numbered solicitation as surreded as act for its item contended.  CIT's unit absorbedge receipt of this surredment price to the hose and date specified for receipt of Offers () its catested-1.  CIT's which includes a reference to the collisation as surreded as act for its item.  ———————————————————————————————————	•				G1 02042 4410		
ENGINEERING MANAGEMENT CONCEPTS 2.95 WILLIS DRIVE, SUITE B CAMARILLO, CA 93010    10A. MODIFICATION OF CONTRACT/ORDER NO   11A MODIFICATION OF AMENIMAN OR AND			Port Huer	ieme	<u> </u>	LICITATION	NO
295 WILLIS DRIVE, SUITE B  CAMARILLO, CA 93010    100. MODIFICATION OF CONTRACT/ORDER NO X   HQ0006-02-C-0037   100. DATED (SERTEM II)   April 1, 2002   11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION     1] The above numbered solicitation is anomaled as action in tent. It is now and after specified for receipt of Other 1   15 is exameled. 1   1 is not extended. 1   1 is not ext	8. NAME AND ADDRESS OF CONTRACTOR (No	., street, county, State and ZIP Code)		(*)	JA. AMENDMENT OF SOI	LICHATION	NO.
CAMARILLO, CA 93010    Total Comment   Comment	ENGINEERING MANAGEME	NT CONCEPTS		1	9B. DATED (SEE ITEM 11)		
A HQ0006-02-C-0037    10B, DATED   (SEE ITEM 11)	295 WILLIS DRIVE, SUITE B						
CODE 1DB04  FACILITY CODE  11. THIS TIPM ONLY APPLIES TO AMENDMENTS OF SOLICITATION  (1) The above numbered solicitation is strended as set (only in Item 14. The boor and due specified for receips of Offers [1] is extended. [1] to set extended.  (2) The above numbered solicitation is strended as set (only in Item 14. The boor and due specified for receips of Offers [1] is extended. [1] to set extended.  (3) For must acknowledge receips of this amendment prior to the bour and date specified in the solicitation or as smeaded. [1] one of the following methods: (2) to set extended. [2] one of the following methods: (3) the solicitation and amendment prior to the bour and date specified in the solicitation or as smeaded. [3] one of the following methods: (4) the one of the solicitation and smeaders prior to the solicitation and smeaders and prior to the solicitation and smeaders and prior to the solicitation and date specified. [4] One of the following methods: (4) the solicitation and date specified of the smeaders, one of the smeaders of this amendment in chief and the samendment, and it received prior to the opening hour and date specified.  [2] ACCOUNTING AND APPROPRIATION DATA of REQUIRED. [3] A PREPAIRS ONLY TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.  [4] A. THIS CHANGE/ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE 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:  [5] D. OTHER (Specify type of modification and authority)  [6] D. OTHER (Specify type of modification and authority)  [7] D. OTHER (Specify type of modification and authority)  [8] E. BMPORTANT: Contractor [X] is not [1] is required to sign this document and return _copies to the issuing office.  [9] D. OTHER (Specify type of modification and authority)  [10] D. OTHER (Specify type of modification and authority)  [11] D	CAMARILLO, CA 93010				10A. MODIFICATION OF	CONTRACT/O	ORDER NO.
The above numbered solicitation is smeaded as set forth in learn 14. The boar and date specified for receipt of Offers [1] is carefuld.] It is not established as set forth in learn 14. The boar and date specified for receipt of Offers [1] is carefuld.]  Offers must acknowledge receipt of this amendments prior to the horn and date specified for receipt of Offers [1] is carefuld.]  Offers must acknowledge receipt of this amendments prior to the horn and date specified in the solicitation or as mended, by one of the following methods:  (a) By completing Rems 8 and 15, and returningopies of the amendment, (b) By acknowledging receipt of this inneutinest on each copy of the offer exhaulted, or (c) By separate letter or telegram which includes a reference to be solicitation and surresponding on the analysis of the surrespondents. (b) By acknowledging cocipt of this inneutinest on each copy of the offer exhaulted.  OFFERS PRIOR TO THE ROUR AND DATE SPECIFIED MAY RESULT IN REDECTION OF YOUR CONTRACTS/ORDERS PROVED FOR THE RECEIPT OF OFFERS PRIOR TO THE ROUR AND DATE SPECIFIED MAY RESULT IN REDECTION OF YOUR CONTRACTS/ORDERS.  13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS.  14. 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:  D. OTHER (Specify type of modification and authority)  D. OTHER (Specify type of modification and authority)  E. IMPORTANT: Contractor [X] is not [] is required to sign this document and returncopies to the issuing office.  14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where fourible.)  16. DATE SIGNED  16. NAME AND TIT				X	HQ0006-02-C-003	37	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION  [ ] The above numbered solicitation is amended as set forth in Item 14. The how and data specified for receipt of Offert [ ] is estented, [ ] in not extended.  (G) the completing terms 2 and 15, and returning				]	10B. DATED (SEE ITEM 11)		
[ ] The above numbered solicitation is anomaled as set forth in Item 14. The hour and date specified for receips of Offers [ ] is estended, [ ] is not extended.  Offers must acknowledge receips of this amendment prior to the hour and date specified in the solicitation or as mended, by one of the following methods:  (ii) By completing them 3 and 15, and tentuing	CODE TODOT						
Offers must schnowledge receipt of this amendment prior to the hour and date specified in the solicitation or as smended, by one of the following methods: (a) By completing liters 3 and 15, and returning							_
(a) By completing terms 8 and 15, and returning		-					
12. ACCOUNTING AND APPROPRIATION DATA (IF REQUIRED) N/A  13. THIS ITEM APPLIES ONLY TO MODIFICATION 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:  D. OTHER (Specify type of modification and authority)  E. IMPORTANT: Contractor [X] is not [] is required to sign this document and rentrcopies to the issuing office.  14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  The purpose of this modification is to make an administrative correction to the Cage code appearing on modification P00001 dated 16 May 2002. As a result the Cage code is changed from 4L958 to 1DB04.  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 ROBERT E. ASHLEY, JR. Contracting Officer  15B. CONTRACTOR/OFFEROR  15C. DATE SIGNED  16B. LINITED STATES OF AMERICA  Signature of person authorized to sign)	(a) By completing Items 8 and 15, and returning copies of which includes a reference to the solicitation and amendment num OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MA	the amendment; (b) By acknowledging thers. FAILURE OF YOUR ACKNO Y RESULT IN REJECTION OF YOU	g receipt of this amendm WLEDGMENT TO BE JR OFFER. If by virtue	ent on c RECEL of this	ach copy of the offer submitted; or (c VED AT THE PLACE DESIGNATE amendment you desire to change an o	D FOR THE REC	CEIPT OF nitted, such
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 affice, 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:  D. OTHER (Specify type of modification and authority)  E. IMPORTANT: Contractor [X] is not [] is required to sign this document and returncopies to the issuing office.  14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  The purpose of this modification is to make an administrative correction to the Cage code appearing on modification P00001 dated 16 May 2002. As a result the Cage code is changed from 4L958 to 1DB04.  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 ROBERT E. ASHLEY, JR.  Contracting Officer  15B. CONTRACTOR/OFFEROR  15C. DATE SIGNED  Signature of person authorized to sign)		(IF REQUIRED)					
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:  D. OTHER (Specify type of modification and authority)  E. IMPORTANT: Contractor [X] is not [] is required to sign this document and returncopies to the issuing office.  14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  The purpose of this modification is to make an administrative correction to the Cage code appearing on modification P00001 dated 16 May 2002. As a result the Cage code is changed from 4L958 to 1DB04.  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  ROBERT E. ASHLEY, JR.  Contracting Officer  15B. CONTRACTOR/OFFEROR  15C. DATE SIGNED  16B. UNITED STATER OF AMERICA  16C. DATE SIGNED  8 2.7 8.2  Signature of person authorized to sign)							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:  D. OTHER (Specify type of modification and authority)  E. IMPORTANT: Contractor [X] is not [] is required to sign this document and returncopies to the issuing office.  14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  The purpose of this modification is to make an administrative correction to the Cage code appearing on modification P00001 dated 16 May 2002. As a result the Cage code is changed from 4L958 to 1DB04.  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  ROBERT E. ASHLEY, JR.  Contracting Officer  15B. CONTRACTOR/OFFEROR  15C. DATE SIGNED  16B. UNITED STATES OF AMERICA  (Signature of person authorized to sign)	(✓) A. THIS CHANGE/ORDER IS ISSUE	D PURSUANT TO: (Specify a				RE MADE IN	THE
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:  D. OTHER (Specify type of modification and authority)  E. IMPORTANT: Contractor [X] is not [] is required to sign this document and returncopies to the issuing office.  14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  The purpose of this modification is to make an administrative correction to the Cage code appearing on modification P00001 dated 16 May 2002. As a result the Cage code is changed from 4L958 to 1DB04.  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  ROBERT E. ASHLEY, JR.  Contracting Officer  15B. CONTRACTOR/OFFEROR  15C. DATE SIGNED  16B. UNITED STATES OF AMERICA  (Signature of person authorized to sign)							
D. OTHER (Specify type of modification and authority)  E. IMPORTANT: Contractor [X] is not [] is required to sign this document and returncopies to the issuing office.  14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  The purpose of this modification is to make an administrative correction to the Cage code appearing on modification P00001 dated 16 May 2002. As a result the Cage code is changed from 4L958 to 1DB04.  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 ROBERT E. ASHLEY, JR.  Contracting Officer  15B. CONTRACTOR/OFFEROR  16C. DATE SIGNED  (Signature of person authorized to sign)	X office, appropriation date, etc.) SET	FORTH IN ITEM 14, PURSU	JANT TO THE AU	THOF	UTY OF FAR 43.103(b).	(such as chang	es in paying
E. IMPORTANT: Contractor [X] is not [] is required to sign this document and returncopies to the issuing office.  14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  The purpose of this modification is to make an administrative correction to the Cage code appearing on modification P00001 dated 16 May 2002. As a result the Cage code is changed from 4L958 to 1DB04.  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  ROBERT E. ASHLEY, JR.  Contracting Officer  15C. DATE SIGNED  16B. UNITED STATES OF AMERICA  (Signature of person authorized to sign)	C. THIS SUPPLEMENTAL AGREEN	IENT IS ENTERED INTO PU	RSUANT TO AUT	HORI	TY OF:		
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  The purpose of this modification is to make an administrative correction to the Cage code appearing on modification P00001 dated 16 May 2002. As a result the Cage code is changed from 4L958 to 1DB04.  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 ROBERT E. ASHLEY, JR. Contracting Officer  15B. CONTRACTOR/OFFEROR  15C. DATE SIGNED  16B. UNITED STATES OF AMERICA  (Signature of person authorized to sign)	D. OTHER (Specify type of modification	n and authority)					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  The purpose of this modification is to make an administrative correction to the Cage code appearing on modification P00001 dated 16 May 2002. As a result the Cage code is changed from 4L958 to 1DB04.  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 ROBERT E. ASHLEY, JR. Contracting Officer  15B. CONTRACTOR/OFFEROR  15C. DATE SIGNED  16B. UNITED STATES OF AMERICA  (Signature of person authorized to sign)	E DOORTAND Contract (V) is set ( ) is set			41 1-			
where feasible.)  The purpose of this modification is to make an administrative correction to the Cage code appearing on modification P00001 dated 16 May 2002. As a result the Cage code is changed from 4L958 to 1DB04.  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 ROBERT E. ASHLEY, JR. Contracting Officer  15B. CONTRACTOR/OFFEROR  15C. DATE SIGNED  16B. UNITED STATES OF AMERICA  (Signature of person authorized to sign)						er	
May 2002. As a result the Cage code is changed from 4L958 to 1DB04.  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 ROBERT E. ASHLEY, JR. Contracting Officer  15B. CONTRACTOR/OFFEROR  15C. DATE SIGNED  16B UNITED STATES OF AMERICA  (Signature of person authorized to sign)	where feasible.)						
effect.  15A. NAME AND TITLE OF SIGNER (Type or print)  16A. NAME AND TITLE OF CONTRACTING OFFICER  ROBERT E. ASHLEY, JR.  Contracting Officer  15B. CONTRACTOR/OFFEROR  15C. DATE SIGNED  16B. UNITED STATES OF AMERICA  (Signature of person authorized to sign)  (Signature of Contracting Officer)			_	code	appearing on modification	n P00001 d	ated 16
ROBERT E. ASHLEY, JR.  Contracting Officer  15B. CONTRACTOR/OFFEROR  15C. Date Signed  16B. United States of America  (Signature of person authorized to sign)  (Signature of Contracting Officer)		f the document referenced in Ite	em 9A or IOA, as h	eretofo	ore changed, remains unchange	ed and in full fo	orce and
Contracting Officer  15B. CONTRACTOR/OFFEROR  15C. DATE SIGNED  16B. UNITED STATES OF AMERICA  (Signature of person authorized to sign)  (Signature of Contracting Officer)	15A. NAME AND TITLE OF SIGNER (Type or pri	nt)				CER	
15B. CONTRACTOR/OFFEROR  15C. DATE SIGNED  16B. UNITED STATES OF AMERICA  (Signature of person authorized to sign)  16C. DATE SIGNED  (Signature of Contracting Officer)			1				
(Signature of person authorized to sign)  (Signature of Contracting Officer)						11/0 m.mm.m.	NED .
	15B. CONTRACTOR/OFFEROR	I5C. DATE SIGNED	HE UNITED ST	ATES	OF AMERICA	8)27)	6 Z
			- (Signa	tiure of		20 MEU 10 50	

				_		1		
		a . Brott of column .	3.70	II. C	ONTRACT ID CODE	PAGE (	)F PA	GES
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			CI.		.11	١,	1	2
					·Ų	1		2
2. AMEN	DMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION	N/PR	NO.	5. PROJ		Ο.
PO	00003	See Block 16C				19 49.11		
6. ISSUE	D BY CODE	HQ0006	7. ADMINISTERE	DBY	(If other tem 6) CODE			
Offic	e of the Secretary of Defense		1					
	ile Defense Agency (MDA/CT	D	DCMC Ox	naro	ì			
	DEFENSE, PENTAGON	-7	4111 San F	edr	o St.			
	HINGTON, DC 20301-7100		Suite 1					
	N: Mr. Robert E. Ashley (703)	695-9101	Port Huene	TOP	CA 93043-4410			
	AND ADDRESS OF CONTRACTOR (No., sire		Torradio	_	9A. AMENDMENT OF SOL	CITATION	I NO.	
5. 1411121	manufacture of contract of the	AL DORLING, DIRECTOR AND AND COMES		<del></del>				
ENG	INEERING MANAGEMENT	CONCEPTS			9B. DATED (SEE ITEM 11)			
	WILLIS DRIVE, SUITE B	401102110						
	IARILLO, CA 93010				10A, MODIFICATION OF CO	ONTRACT	ORDE	R NO.
CAN	IAMIDDO, CA 93010			х	HQ0006-02-C-003	7		
				^	10B. DATED (SEE TEN II)			
5005 /	L958 FACILITY CO	ODE			April 1, 2002			
CODE 4	1L930	ITEM ONLY APPLIES TO	MENDMENTS OF					
1   The above	numbered policitation is amended as set forth in Item 14							
Offers must se	imowledge receipt of this amondment prior to the hour a	ad date specified in the solicitation o	or as emended, by one of	de folk	owing methods:			
(a) By comple	tion from 6 and 15, and returning copies of the am	endroent: (b) By acknowledging rec	ciot of this amendment of	n cach (	topy of the offer submitted; or (c) By s	reparate letter	or telegr	ım which
TO THE HOU	TRAND DATE SPECIFIED MAY RESULT IN REJECT	fion of Your Opper. If by vin	ue of this uncodinant you	desire	to change an offer elready submitted, s	tuch change it	my pç un	ide by
	ECT, provided by each telegram or loner makes reference INTING AND APPROPRIATION DATA #F		nt, and is roccived prim k	o Uve op	ching bour and date specifies.			
	William Market M	SEE SECTION	N G					
	13. THIS ITEM	APPLIES ONLY TO MOD		YTRA	CTS/ORDERS,		<del></del>	
		ES THE CONTRACT/ORDE						
(✔)	A. THIS CHANGE/ORDER IS ISSUED PO		horisy) THE CHANG	ges s	ET FORTH IN ITEM 14 ARE	MADE IN	THE	
	CONTRACT CREEK NO. IN TEM TO	n.						
				D1 (D	11000			
	B. THE ABOVE NUMBERED CONTRAC office, appropriation data, etc.) SET FO	CT/ORDER IS MODIFIED T RTH IN ITEM 14. PURSUA	O REFLECT THE A NT TO THE AUTH	UMII ORIT	NISTRATIVE CHANGES (JUC. Y OF FAR 43.103(b).	n as chang	es en pa	iying
$\overline{\mathbf{x}}$	C. THIS SUPPLEMENTAL AGREEMEN			_				
7.	MUTUAL AGREEMENT OF THE PAR	TIES						
	D. OTHER CO. Market Co. Market	and and a sub-						
	D. OTHER (Specify type of modification a	na autnortty)						
D 74000				dia too				
	ANT: Contractor [ ] is not [ X ] is require  1PTION OF AMENDMENT/MODIFICATION							
where fee		A lorginized by och steller	i netuings, inchessing	5 20116	HINIONEDIN DEL TANGOT MARIE			
(Contin	nued on Page 2)							
Except as pr	rovided herein, all terms and conditions of the	document referenced in hem					rec and	effect.
ISA. NAMI	E AND TITLE OF SIGNER (Type or print)				OF CONTRACTING OFFICE	ER.		
	W. G. Leve Wilson Property	diant Droomana	ı		ASHLEY, JR.			
	ne M. Gardner Vice Pres		Contract			140 5 - 5 -		
	RACTOR/OFFEROR	ISC. DATE SIGNED	16B. UNITED STA	TES (	of america	NOU		) 0000
Krist	time M Dardner	11/7/02	KZ(1	لد	ul-6	NOA	1 3	3 2002
	(Signorure of person surharised to sign)	1	(STENUI	ure of (	OHIPSCHAR Officer)	0 (REV. 18-82)		
	N 7540-0 -132-9879 EYNOUS BONTION UNTUSABLE				PRESCRIPAD BY GAZ	AFAR (44 CHR)	57 245	

# STANDARD FORM 26 - is revised as follows:

This modification reflects additional work to the original tasking under this contract for Expanded Shuttle Bus Transportation as outlined in Attachment 1.

As a result of this modification, the total amount of **funds** obligated on this contract remains the same at \$2,988,047.

As a result of this modification, the total contract value for CLIN 0001 on this contract is increased by \$323,726 to read from \$4,864,583 to \$5,188,309.

Replacement page 2 of 27, Section B, Supplies or Services and Prices is provided to reflect changes to the Base Year.

Except as provided herein, all other terms and conditions remain unchanged and in full force and effect.

			, ċ	ONTRACT ID CODE	PAGE OF	PAGES
AMENDMENT OF SOLICITATION/MODIFI	ICATION OF CONTRAC	CT			<b>!</b> .	
				U	1	2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION	N/PR	NO.	5. PROJEC	
P00004	See Block 16C				(y approximate	noy
6. ISSUED BY CODE	HQ0006	7. ADMINISTERE	DBY	(If other Item 6) CODE	3	
Office of the Secretary of Defense		1				
Missile Defense Agency (MDA/CI	CI)	DCMC Ox	naro	i		
7100 DEFENSE, PENTAGON	,	4111 San F	edr	o St.		
WASHINGTON, DC 20301-7100		Suite 1				
ATTN: Mr. Robert E. Ashley (703	) 695-9101	Port Huene	me.	CA 93043-4410		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				9A. AMENDMENT OF SOL	ICITATION N	10.
ENGINEERING MANAGEMENT	CONCEPTS			9B. DATED (SEE ITEM 11)		
295 WILLIS DRIVE, SUITE B						
CAMARILLO, CA 93010				10A. MODIFICATION OF C	ONTRACT/O	RDER NO.
			X	HQ0006-02-C-003	7	
				10B. DATED (SEE ITEM 11)		
CODE 4L958 FACILITY C	ODE			April 1, 2002		
11. THIS	ITEM ONLY APPLIES TO A	AMENDMENTS OF	SOLI	CITATION	· · · · · ·	
[ ] The above numbered solicitation is amended as set forth in Item 14	4. The hour and date specified for re-	ceipt of Offers [ ] is exten	aded, [	] is not extended.		
Offers must acknowledge receipt of this amendment prior to the hour (a) By completing Items 8 and 15, and returning copies of the an includes a reference to the solicitation and amendment numbers. FAII TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECT telegram or letter, provided by each telegram or letter makes reference 12. ACCOUNTING AND APPROPRIATION DATA (H)	nendment; (b) By acknowledging rec LURE OF YOUR ACKNOWLEDGN TION OF YOUR OFFER. If by virt to the solicitation and this amendme	ceipt of this amendment or MENT TO BE RECEIVED ue of this amendment you	n each ( D AT T desire	copy of the offer submitted; or (c) By HE PLACE DESIGNATED FOR THI to change an offer already submitted,	E RECEIPT OF C	OFFERS PRIOR
	SEE SECTION	N G				
	M APPLIES ONLY TO MOD TES THE CONTRACT/ORDI			•		
(*) A. THIS CHANGE/ORDER IS ISSUED F CONTRACT ORDER NO. IN ITEM 16		hority) THE CHANG	GES S	ET FORTH IN ITEM 14 ARE	MADE IN TH	HE
B. THE ABOVE NUMBERED CONTRA	CT/ORDER IS MODIFIED T	O REFLECT THE A	DMI	NISTRATIVE CHANGES (suc	h as changes	in paying
office, appropriation date, etc.) SET FC C. THIS SUPPLEMENTAL AGREEMEN						
C. This sufflemental aureemen	II IS ENTERED INTO PURS	UANT TO AUTHOR	KILY	or:		
D. OTHER (Specify type of modification a	and authority)					
X FAR 52.232-22 "Limitation of Funds"	,					
E. IMPORTANT: Contractor [ X] is not [ ] is require	ed to sign this document and r	eturn copies to th	e issu	ing office.		
14. DESCRIPTION OF AMENDMENT/MODIFICATIO where feasible.)	N (Organized by UCF section	n headings, including	z solic	itation/contract subject matter	•	
The purpose of this modification is to Except as provided herein, all terms and conditions of the					nd in full force	e and effect.
15A. NAME AND TITLE OF SIGNER (Type or print)				OF CONTRACTING OFFICE		
		ROBERT	ΓЕ.	ASHLEY, JR.		
		Contracti		•		
15B. CONTRACTOR/OFFEROR	ISC. DATE SIGNED		ATES OF AMERICA NOV 1 9 200			
(Signature of person authorized to sign)		(Signati	ure of (	Contracting Officer)		<u> </u>

### STANDARD FORM 26 - is revised as follows:

This modification provides incremental funding in the amount of \$240,000.

As a result of this modification, the total amount of funds obligated on this contract has increased by \$240,000 from \$2,988,047 to \$3,228,047.

# ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

The contract ACRN AB has been added.

AB: 9730400.2520 40603882C 2525 012123 BMDO0127161954

Was increased by \$240,000 from \$0 to \$240,000.

# ACRN Summary:

AA:

9720400.2520 40603882C 2599 012123 BMDO 012 485 8746

Total ACRN:

\$2,988,047 (UNCHANGED)

AB:

9730400.2520 40603882C 2525 012123 BMDO0127161954

Total ACRN:

\$240,000 (INCREASED)

Replacement page 12 of 27 is provided to reflect this change.

Except as provided herein, all other terms and conditions remain unchanged and in full force and effect.

dis

### G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

CLINs may be funded by multiple accounting classifications. The Contractor shall submit vouchers as required by provision G-5. The Defense Finance and Accounting Service (DFAS) will make payments from those Accounting Classification Reporting Numbers (ACRNs) assigned to each CLIN. Payments by the paying office of both cost and fee are to be made by CLIN, from the earliest available funds by fiscal year as identified by ACRN.

### G-8 **ALLOTMENT OF FUNDS**

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), through the estimated funds exhaustion date is as follows:

CLIN 0001:

\$3,228,047

Estimated funds exhaustion date: March 31, 2003

### G-9 **ACCOUNTING AND APPROPRIATION DATA**

**CLINs 0001** 

ACRN:

AA

ACCT CLASS:

9720400.2520 40603882C 2599 012123 BMDO 012 485 8746

AMOUNT:

\$2,988,047

TOTAL ACRN:

\$2,988,047

ACRN:

AB

ACCT CLASS:

9730400.2520 40603882C 2525 012123 BMDO0127161954

AMOUNT:

\$240,000

TOTAL ACRN:

\$240,000



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				CODE	PAGE OF I	PAGES	
	ATTOMINODITIES	THOM OF CONTINUE	U		1 [	2	
2. AMENOMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(	(If applicable)		
P00005	16-Jan-2003			<u> </u>			
6. ISSUED BY CODE	HQ0006	7. ADMINISTERED BY (If other than item 6) DOWN VAN NUYS	COD	S0512A	١		
MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20001-7100		VAN NUYS CA 91401-2713					
8. NAME AND ADDRESS OF CONTRACTOR (No., Stree ENGINEERING MANAGEMENT CONCEPTS, INC.	t, County, State and Zip Co	de)	9A. AMENDMEN	T OF SOLICITA	ATION NO		
Patrick C. Haun 286 wills drive Suite B Campallo CA 90040			9B. DATED (\$EE	ITEM II)			
		х	1120M2B22E-66	NTRACT/ORE	DER NO.		
CODE 1DB04	FACILITY CODE	x	10B. DATED (SE: 27-Nov-2002	E ITEM 13)			
		APPLIES TO AMENDMENTS OF SOLICITATIO	NS.				
The above numbered solicitation is amended as set forth in ftern 14. The	t how and date specified for receip	t of Offer	is extended,	is not extended	l.		
(a) By completing items 8 and 15, and returning or (c) By separate letter or telegram which includes a reference to the sol RECEIVED AT THE PLACE DESIGNATION FOR THE RECEIPT OF O REJECTION OF YOUR OFFER. If by virue of this amendment you d	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 attendedment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submisted, 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 req See Schedule	uired)						
		O MODIFICATIONS OF CONTRACTS/ORDERS T/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO CONTRACT ORDER NO. IN ITEM 10A.	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS office, appropriation date, etc.) SET FORTH IN ITEM	MODIFIED TO REFLECT 14, PURSUANT TO THE	THE ADMINISTRATIVE CHANGES (such as ch AUTHORITY OF FAR 43.103(B).	anges in paying				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERE. Mutual agreement of the parties							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor is not,	is required to sign th	is document and return3 co	pies to the issuing of	fice.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION where feasible.) The purpose of this modification is to (1) add a seco P00001 through P00004 and (4) provide incremental  Except as provided herein, all terms and conditions of the document reference 15A. NAME AND TITLE OF SIGNER (Type or print)	nd shuttle bus service, (funding. See continuation	2) revise attachment 1, (3) correct block 7 of n Page 2.	modifications	or priat)			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	TEL: (700) 486-0142 16B. UNITED STATES OF AMERICA	EMAJL: RoberLAshley	@MDACSDANL 16C.	DATE SIG	NED	
		BY RE Caher	**		Jan-2003		
(Signature of person authorized to sign)		(Signature of Contracting Officer)			Vall EVOS		

(Signature of person authorized to sign)
EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

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

### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

### **SUMMARY OF CHANGES**

The purpose of this modification is to:

- 1. Add a second shuttle bus service
- 2. Revise Attachment 1
- 3. Correct Block 7 of modifications P00001 through P00004, and
- 4. Provide incremental funding.

# SECTION G - CONTRACT ADMINISTRATION DATA

- This modification reflects additional work to the original tasking for expanded shuttle bus transportation as outlined in Attachment 1.
- 2. Block 7 of modifications P00001 through P00004 are corrected to:

DCM Van Nuys 6230 Van Nuys Boulevard Van Nuys, CA 91401-2713

### Accounting and Appropriation

- 1. As a result of this modification, the total estimated cost for CLIN 0001 was increased by \$264,729 from \$4,934,444 to \$5,199,173.
- As a result of this modification, the total fixed fee for CLIN 0001 was increased by \$18,531 from \$253,865 to \$272,396.
- 3. As a result of this modification, the total **estimated cost plus fixed fee** for CLIN 0001 was increased by \$283,260 from \$5,188,309 to \$5,471,569.

# **Summary for the Payment Office**

- 1. As a result of this modification, the total funded amount for this contract was increased by \$140,000.00 from \$3,228,047.00 to \$3,368,047.00.
- ACRN AB: 9730400.2520 40603882C 2525 012123 BMDO0127161954 Increased by \$140,000.00 from \$240,000.00 to \$380,000.00

Appropriate change pages are incorporated to reflect these changes.

Except as provided herein and in modifications P00001 through P00004, all other terms and conditions hereby remain unchanged and in full force and effect.

(End of Summary of Changes)

AMENDMENT OF SOLICIT	1. CONTRACT ID	CODE	PAGE OF PAGES				
AMENDMENT OF BOLICIT	ATION/MODIFIC	TION OF CONTRACT	Ų		1 2		
2 AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ NO.		5. PROJECT NO.(	If applicable)		
P00006	01-Mar-2003			<u> </u>	. <u> </u>		
6. ISSUED BY CODE	HQ0006	7. ADMINISTERED BY (If other than sem 6)	COD	E S0512A	.=		
MISSILE DEFENSE AGENCY (NDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20001-7100		DOMA VAN NUYS 1820 VAN MUYS BOULEVARD VAN MUYS CA 91401-2713					
8. NAME AND ADDRESS OF CONTRACTOR (No., Street BNGMEERING MANAGEMENT CONCEPTS, INC.	t, County, State and Zip Co	de)	9A. AMENDMEN	T OF SOLICITA	ATION NO.		
PATRICK O HAUN SES WILLIS ORRVE SUITE B CAMPRILO CA 80010			9B. DATED (SEE	ITEM 11)			
		x	HQ0688-82-05-66	NTRACT/ORI	ER NO.		
CODE 1DB04	FACILITY CODE	x	10B. DATED (SE 27-Nov-2002	E [TEM 13)			
		APPLIES TO AMENDMENTS OF SOLICITATION	NS				
The above numbered solicitation is amended as set forth in Item 14. Th		_	is extended,	is not extended			
Offer must acknowledge receipt of this amendment prior to the hour as (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a reference to the sol RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF O REJECTION OF YOUR OFFER. If by visues of this amendment you of provided each telegram or letter makes reference to the solicitation and	copies of the assendment; (b) E citation and amendment numbers. FFERS PRIOR TO THE HOUR AN coirc to change an offer already su	ly acknowledging receipt of this amendment on each copy of the FAILURE OF YOUR ACKNOWLEDGMENT TO BE ID DATE SPECIFIED MAY RESULT IN brailted, such change may be made by selegaran or letter,	offer submitted;				
12. ACCOUNTING AND APPROPRIATION DATA (If req	uired)						
		O MODIFICATIONS OF CONTRACTS/ORDERS CT/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						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS office, appropriation date, etc.) SET FORTH IN ITEM			anges in paying				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERE Mulual agreement of the parties							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor is not,	is required to sign th	is document and return 3 co	pies to the issuing of	říce.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION where feasible.) The purpose of this modification is to add enhanced for the purpose of this modification is to add enhanced for the purpose of this modification is to add enhanced for the purpose of this modification is to add enhanced for the purpose of this modification is to add enhanced for the purpose of this modification is to add enhanced for the purpose of this modification is to add enhanced for the purpose of this modification is to add enhanced for the purpose of this modification is to add enhanced for the purpose of this modification is to add enhanced for the purpose of this modification is to add enhanced for the purpose of this modification is to add enhanced for the purpose of this modification is to add enhanced for the purpose of this modification is to add enhanced for the purpose of this modification is to add enhanced for the purpose of this modification is to add enhanced for the purpose of this modification is to add enhanced for the purpose of this modification is to add enhanced for the purpose of the	tlAC capabilities. See p	age 2.		or print)			
15B, CONTRACTOR/OFFEROR	15C. DATE SIGNED	TEL: (700) 498-0142 16B. UNITED STATES OF AMERICA	ENAL: Robert Ashley	@MDAOSD.ML	DATE SIGNED		
		BY RE Caher	8	1	Mar-2003		
(Signature of person authorized to sign)		(Signature of Contracting Officer)					

(Signature of person authorized to sign)
EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

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

### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

### SUMMARY OF CHANGES

The purpose of this modification is to expand the Financial Integration and Assessment Center (FIAC) capabilities to incorporate Small Business functions in the development and integration of FIAC financial functions and products located at Sequoia Plaza, Arlington, Virginia.

### SECTION A - SOLICITATION/CONTRACT FORM

The total estimated cost of this contract has increased by \$215,537 from \$5,199,173 to \$5,414,710.

The total fixed fee of this contract has increased by \$18,651 from \$272,396 to \$291,047.

The total estimated cost plus fixed fee of this contract has increased by \$234,188 from \$5,471,569 to \$5,705,757.

### SECTION B - SUPPLIES OR SERVICES AND PRICES

### 1. CLIN 0001

- a. The estimated/max cost has increased by \$215,537.00 from \$5,199,173.00 to \$5,414,710.00.
- b. The fixed fee has increased by \$18,651.00 from \$272,396.00 to \$291,047.00.
- c. The total estimated cost plus fixed fee has increased by \$234,188.00 from \$5,471,569.00 to \$5,705,757.00.

### 2. CLIN 0101

- The estimated/max cost has increased by \$92,642.00 from \$1,885,819.00 to \$1,978.461.00.
- b. The fixed fee has increased by \$6,485.00 from \$66,724.00 to \$73,209.00.
- c. The total estimated cost plus fixed fee has increased by \$99,127.00 from \$1,952,543.00 to \$2,051,670.00.

### 3. CLIN 0201

- The estimated/max cost has increased by \$96,116.00 from \$1,958,490.00 to \$2,054,606.00.
- b. The fixed fee has increased by \$6,728.00 from \$69,363.00 to \$76,091.00.
- c. The total estimated cost plus fixed fee has increased by \$102,844.00 from \$2,027,853.00 to \$2,130,697.00.

### 4. CLIN 0301

- The estimated/max cost has increased by \$99,721.00 from \$2,033,935.00 to \$2,133.656.00.
- b. The fixed fee has increased by \$6,980.00 from \$72,104.00 to \$79,084.00.
- c. The total estimated cost plus fixed fee has increased by \$106,701.00 from \$2,106,039.00 to \$2,212,740.00.

Except as provided herein, and in modifications P00001 through P00005, all other terms and conditions hereby remain unchanged and in full force and effect.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODB		<b>S</b> S	
AMENDMENT OF SOLICIT	A HUN/MODIFIC	ATION OF CONTRACT	U		1	3	
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO		5. PROJECT NO.	(If applicable)		
P00007	15-Mar-2003						
6. ISSUED BY CODE	HQ0006	7. ADMINISTERED BY (If other than item 6)	COD	E S0512	<u> </u>		
MISSILE DEFENSE AGENCY (MDA) 7100 DEPENSE PENTAGON WASI INGTON DC 2001-7100		DOMA VAN NUYS 8280 VAN NUYS BOULEVARD VAN NUYS CA 91401-2719					
8. NAME AND ADDRESS OF CONTRACTOR (No., Stree	t. County, State and Zip Co	ode)	9A. AMENDMEN	T OF SOLICIT	ATION NO.		
ENGINEERING MANAGEMENT CONCEPTS, INC PATRICK D. HALIN 265 WILLIS ORDVE SUITE B CAMARILLO CA 90010		·	9B. DATED (SEE	ITEM 11)			
CAMAGITO (V 2010)		x	HQ068822E-56	NTRACT/OR	DER NO.		
			IOB. DATED (SE	EITEM (3)			
CODE 1DB04	EACH ITY CODE	×	27-Nov-2002				
		APPLIES TO AMENDMENTS OF SOLICITATION	is extended,	is not extende			
The above numbered solicitation is amended as set forth in Item 14. The			is extension,	12 mft exception	a.		
Offer must alchowledge receipt of this amendment prior to the boar 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 PEPES PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN  REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change at offer already submitted, such change may be made by helegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening bour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If rec See Schedule	wired)			,			
		O MODIFICATIONS OF CONTRACTS/ORDERS. CT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO CONTRACT ORDER NO. IN ITEM 10A.	): (Specify authority) THE	CHANGES SET FORTH IN ITEM 14 ARE MADE	N THE				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS office, appropriation date, etc.) SET FORTII IN ITEM			nges in paying				
x C. THIS SUPPLEMENTAL AGREEMENT IS ENTERE Mutual Agreement of the Parties							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor is not,	X is required to sign the	nis document and return 3 copi	es to the issuing of	fice.	·		
14. DESCRIPTION OF AMENDMENT/MODIFICATION where feasible.) The purpose of this modification is to expand the FIA			- atter				
Except as provided bereis, all terms and conditions of the document reference	Except as provided hereis, all lettre 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 ROBERT E ASINEY, IR / CONTRACTING OFFICER TEL (703) 496-0142		or print)			
ISB. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	-	16C	. DATE SIGNE	D	
(Signature of person authorized to sign)		(Signature of Contracting Officer)		——   <sup>26</sup>	3-Mar-2003		

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

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

### **SECTION SF 30 BLOCK 14 CONTINUATION PAGE**

### SUMMARY OF CHANGES

The purpose of this modification is to:

- 1. Expand the FIAC capacity by approximately 14,800 square feet and the necessary additional security/facility management and related miscellaneous equipment and supplies, and
- 2. Provide incremental funding,

### SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract (for the base period and all options) was increased by \$4,626,679.00 from \$12,100,864.00 to \$16,727,543.00.

### SECTION B-SUPPLIES OR SERVICES AND PRICES

### Accounting and Appropriation

### **CLIN 0001**

- As a result of this modification, the total estimated cost was increased by \$1,774,995 from \$5,414,710 to \$7,189,705.
- 2. As a result of this modification, the total fixed fee was increased by \$153,427 from \$291,047 to \$444,474.
- 3. As a result of this modification, the total estimated cost plus fixed fee was increased by \$1,928,421 from \$5,705,757 to \$7,634,179.

### **CLIN 0101**

- As a result of this modification, the total estimated cost was increased by \$823,288 from \$1,978,461 to \$2,801,749.
- As a result of this modification, the total fixed fee was increased by \$57,630 from \$73,209 to \$130,839
- As a result of this modification, the total estimated cost plus fixed fee was increased by \$880,918 from \$2,051,670 to \$2,932588.

# **CLIN 0201**

- As a result of this modification, the total estimated cost was increased by \$840,404 from \$2,054,606 to \$2,895,010.
- As a result of this modification, the total fixed fee was increased by \$58,828 from \$76,091 to \$134,919.
- 3. As a result of this modification, the total estimated cost plus fixed fee was increased by \$899,232 from \$2,130,697 to \$3,029,929.

### **CLIN 0301**

- As a result of this modification, the total estimated cost was increased by \$858,044 from \$2,133,656 to \$2,991,700.
- 2. As a result of this modification, the total fixed fee was increased by \$60,063 from \$79,084 to \$139,147.
- 3. As a result of this modification, the total estimated cost plus fixed fee was increased by \$918,107 from \$2,212,740 to \$3,130,847.

### SECTION G - CONTRACT ADMINISTRATION DATA

This modification reflects additional work to the original tasking for expanded FIAC capabilities at Sequoia Plaza, Arlington, VA.

The total estimated cost for the base period was increased by \$1,774,995 from \$5,414,710 to \$7,189,705.

The total fixed fee for the base period was increased by \$153,427 from \$291,047 to \$444,474.

The total estimated cost plus fixed fee for the base period was increased by \$1,928,421 from \$5,705,757 to \$7,634,179.

If the period of performance of this contract ends before the 5-year lease term expires, MDA will provide for reasonable, allowable, and allocable contract closeout costs.

### Summary for the Payment Office

1. As a result of this modification, the total **funded** amount for this contract was increased by \$2,692,990 from \$3,368,047 to \$6,061,037.

ACRN AA:

9720400.2520 40603882C 2599 012123 BMDO0124858746

AMOUNT:

\$2,988,047 (No change)

ACRN AB:

9730400.2520 40603882C 2525 012123 BMDO0127161954

AMOUNT:

\$380,000.00 (No Change)

ACRN AC:

9730400.2520 60901598C 2599 012123 BMDO0134693825

AMOUNT:

\$444,376 (Increase)

ACRN TOTAL:

\$444,376

ACRN AD:

9730400.2520 60901598C 2599 012123 BMDO0134693826

AMOUNT:

\$1,135,112 (Increase)

ACRN TOTAL:

\$1,135,112

ACRN AE:

9730400.2520 40603883C 2518 012123 BMDO0134703828

AMOUNT:

\$1,113,502 (Increase)

ACRN TOTAL:

**\$1,113,502** 

Except as provided herein and in modifications P00001 through P00006, all other terms and conditions hereby remain unchanged and in full force and effect.

(End of Summary of Changes)

# NO P00008 DUE TO SYSTEMS ERROR

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID C	ODE	PAGE OF PA		
					r pagement	1 1	11
2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT NO.	(и аррисаоне)	
6. ISSUED BY CODE	15-Apr-2003	7. ADMINISTERED BY (If other than item 6)		CODI	S05124		
MISSALE DEFENSE AGENCY (MDA)	HQ0006	DOMA VAN NUYS		005	100012		
7500 DEPENSE PENTAGON WASHINGTON DC 20001-7100		SZO VAN NUYS BÖULEVARD VAN NUYS CA 91401-6713					
8. NAME AND ADDRESS OF CONTRACTOR (No., Street BY STREET ON CONTRACTOR (No., Street BY STREET ON CONTRACTOR (No., Street BY STREET ON CONTRACTOR (No., STREE	t, County, State and Zip C	ode)	9,	A. AMENDMENT	OF SOLICIT	ATION NO.	
Patrick D. Haun 296 Willis Drive Suite B Camarrillo Ca 93010			91	B. DATED (SEE I	TEM 11)		
			× И	PA088929E-60	NTRACT/ORI	DER NO.	
CODE 1D804				0B. DATED (SEE 7-Nov-2002	ITEM 13)		
		APPLIES TO AMENDMENTS OF SOLICITAT					
The above numbered solicitation is amended as set forth in Isom 14. The			_	extended,	is not extender	d.	
Offer must acknowledge receipt of this amendment prior to the hour a			_				
(a) By completing fictre 8 and 15, and returning or (c) By separate fetter or telegram which includes a reference to the tol RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF C	citation and amendment numbers. FFERS PRIOR TO THE HOUR A	ND DATE SPECIFIED MAY RESULT IN	the offer	submitted;			
REJECTION OF YOUR OFFER. If by virtue of this amendment you of provided each telegram or letter makes reference to the solicitation ass							
12. ACCOUNTING AND APPROPRIATION DATA (If rec	quired)						
		TO MODIFICATIONS OF CONTRACTS/ORDER CT/ORDER NO. AS DESCRIBED IN ITEM 14.	RS.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO CONTRACT ORDER NO. IN ITEM 10A.			DE IN	THE			
B. THE ABOVE NUMBERED CONTRACT/ORDER IS office, appropriation date, etc.) SET FORTH IN ITEM			chang	es in paying			
x C. THIS SUPPLEMENTAL AGREEMENT IS ENTERE Mutual Agreement of the Parties							
D. OTHER (Specify type of modification and authority)		· <del>-</del>					
E. IMPORTANT: Contractor is not,	X is required to sign the	ais document and return3	copies	to the issuing off	ice.		
DESCRIPTION OF AMENDMENT/MODIFICATION where feasible.) The purpose of this modification is to incorporate the			ect mat	ter			
Except as provided herein, all terms and conditions of the document reference	ed in Licen 9A or 10A, as heretofor	e chauged, remains nachanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACT ROBERT E. ASHLEY, JR. / CONTRACTING OFFICER					
14D CONTRACTOR OFFICE	luca numerous	TEL: (703) 486-0142		MAIL: Robert Ashley	MDA OSDMIL	DATE SIC	JED
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		•		DATE SIGN	NED
(Signature of person authorized to sign)		(Signature of Contracting Officer)		- <u> </u>	—   <sup>22</sup>	-Apr-2003	

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

# **SUMMARY OF CHANGES**

The purpose of this modification is to incorporate the attached revised Statement of Work (SOW) and revision 1 of the DD 254 dated 04/02/03.

Please note: Modification P00008 will be not be issued.

Except as provided herein, and in modifications P00001 through P00007, all other terms and conditions hereby remain unchanged and in full force and effect.

# STATEMENT OF WORK FOR FINANCIAL INTEGRATION AND ASSESSMENT CENTER FOR THE MISSILE DEFENSE AGENCY

# 1.0 BACKGROUND

The current administration has made ballistic missile defense a top national security program, which has resulted in an increase in the scope of the Missile Defense Agency (MDA) mission and a corresponding need to restructure the organization to include additional MDA programs. This has created a critical situation in terms of being able to provide integrated financial services to ensure effective integration of MDA financial products, such as earned value analyses, cost estimates, and budget execution data to support the development of an auditable Annual Financial Statement, and to ensure compliance with applicable financial laws and regulations.

# 2.0 PURPOSE

To provide a Financial Integration and Assessment capability to integrate MDA financial services and products and to develop an auditable Annual Financial Statement. A central location will enhance the integration of these fiscal products to support MDA's mission and facilitate compliance with applicable financial laws and regulations.

# 3.0 SCOPE

The scope of work is to provide MDA with Financial Integration and Assessment capability to integrate MDA financial services and products and facilitate compliance with applicable financial laws and regulations. The contractor shall provide MDA the capability to carry out this critical core planning required to satisfy expanded MDA mission requirements. The contractor shall plan to facilitate the intricate and detailed functions of cost estimating, financial analysis and accounting, earned value management, performance measurement analysis, and related information management to support the automation of these processes. Co-location of these activities will create synergy among these functions and facilitate the sharing of programmatic material and information, and enhance productivity. Establishment of this automated, safe guarded, and administered annex provides for an effective and efficient centralized capability for the collection, analysis, assessment, development, and integration of MDA financial services, including classified materials.

# 4.0 APPLICABLE DOCUMENTS

- 4.1 MDA FOB2 Concept of Operations
- 4.2 Other applicable documents in effect at the time of contract initiation.

# 5.0 TASK DESCRIPTION

The contractor shall perform the following task to provide a financial integration and assessment capability to include the following services and/or resources:

The contractor shall provide the managerial, technical, and administrative resources required to ensure the development and integration of MDA financial functions and products to produce essential Agency financial services, including an auditable Annual Financial Statement. In addition, enhanced Financial Integration and Assessment capabilities are required to ensure the development and integration of MDA financial functions and products. This includes activities related to MDA program planning and acquisition strategy, programming, and investment analysis. The enhanced programming capability is critical to ensure adequate interplay of these carious Planning, Programming and Budgeting (PPBS) activities to develop timely, sufficient acquisition program justification for OSD and the Congress. Incorporation of investment analysis capability is required to understand various analyses related to current performance and business investment options. This encompasses establishing and operating a facility to co-locate requisite government personnel and support contractors to facilitate the development and integration of financial products. Facility operation will include but not be limited to providing shuttle services, security and access control, telecommunications, office equipment, conference capabilities, video teleconferencing, logistics, and maintenance. The Contractor will support MDA operations by providing two (2) shuttle bus transportations between Sequoia Plaza, FOB2, and Crystal City every half hour, Monday through Friday, 6:30 a.m. – 6:30 p.m. using a 21-passenger, ADA-compliant van. Two drivers will be used for each bus to provide the shuttle service for 12 hours each workday. The contractor will support financial integration activities by using key integrating and comparative tools of earned value management and cost estimating; by providing a facility for the co-location of requisite cost estimating, financial analysis and accounting, earned value management, and information management personnel; by providing computer work stations and a Local Area Network to provide connectivity among facility work stations; and by providing conference rooms and supporting meetings and conferences necessary for development of integrated financial products. Co-location of these activities will create synergy among these functions and facilitate the sharing of technical and programmatic material and information, and enhance productivity. These financial functions and products include compliance with the requirements of the Chief Financial Officer Act, the Senior Financial Management

Oversight Council, and the Tri-Annual Review of Commitments, Obligations, and Unliquidated Obligations using key integrating and comparative tools of earned value management and cost estimating. The contractor shall have knowledge of and access to support the Program, Planning, and Budgeting System (PPBES) documentation and analysis, Acquisition Plans, individual acquisition program baselines (APBs), contract baselines/baseline reviews, including schedules, budgets, funding, and estimates-at-completion to facilitate the integration of data. This organized and correlated program financial data will (1) permit integration of programs and contract objectives and schedules with cost estimating, resource planning, and budget execution and reporting; (2) facilitate compliance with external financial management, accounting, and auditing laws and regulations; and (3) promote financial efficiency, effectiveness, and timeliness. The contractor shall facilitate the development and maintenance of these integrated financial assessments for compliance with financial laws and directives including the following:

- Chief Financial Officer Act (CFOA) the CFOA requires the MDA to prepare an Annual Financial Statement (AFS) that is compliant with the standards and principals identified in the CFOA. Preparation of the AFS requires timely, organized, correlated, and accurate financial data. Preparation of the AFS also requires personnel with knowledge of the Financial Management Improvement Program, the Federal Financial Manager's Integrity Act, and the Federal Financial Accounting Standards and their timely implementation. The CFOA also requires that MDA obtain a Certified Public Accountant assessment and audit of the AFS. One of the primary goals of the CFOA is for the Department of Defense to receive unqualified audits by an independent Certified Public Accounting (CPA) firm of all department Financial Statements. As part of this activity, MDA must continue improving financial systems and processes, conducting general and application control reviews, cleansing data, compiling financial reports, and preparing for future audits of financial statements. Co-location of the functions of cost estimating, financial analysis and accounting, earned value management, internal assessments, and information management and technology will greatly facilitate MDA compliance with CFOA requirements.
- ? Senior Financial Management Oversight Council (SFMOC)- In January 2001, The Department of Defense created the SFMOC to oversee and monitor actions needed to ensure that DoD critical accounting, finance, and feeder systems complied with federal financial management requirements. This process consists of five Phases: awareness, evaluation, renovation, validation, and compliance. MDA is one of the 9 designated Defense Agencies required to complete this process. To comply with

Phase 1 of the process, MDA personnel are in the process of mapping the flow of financial transactional information from points of origin to reporting in the various lines on the Annual Financial Statement and complying with the other criteria under Phase 1. The contractor will facilitate this process by co-locating the functions of cost estimating, financial analysis and accounting, performance measurement analysis, and information management and technology.

- ? Tri-Annual Review of Commitments, Obligations, and Unliquidated Obligations- The Department of Defense Financial Management Regulations require MDA to conduct a tri-annual review of commitments, obligations, and unliquidated obligations. This requirement entails a detailed review of all Procurement, Research, Development, Testing and Evaluation and Military Construction funds in excess of \$200,000. This review must be completed within 14 days after January 31, May 31, and September 30, and a formal signed confirmation statement must be prepared and forwarded to the Department of Defense, Office of the Deputy Comptroller. The contractor shall facilitate this Tri-Annual Review process by co-locating the necessary data, automation, and review functions.
- ? Promote Efficiency, Effectiveness, and Timeliness- Besides compliance with various external financial laws and directives, the contractor shall promote increased financial efficiency, effectiveness, and timeliness. These co-located MDA activities will facilitate the linkage of budget and accounting processes, the execution of internal financial management improvement studies with program contract baseline cost, schedule, and risk analysis, and the monitoring of property accountability and documentation.

# 5.1 SECURITY SERVICES



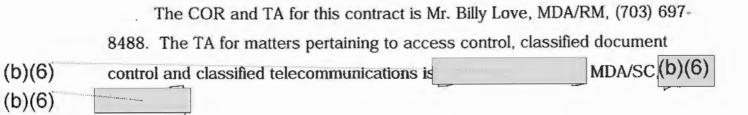
# 6.0 PERIOD OF PERFORMANCE

The period of performance shall be for a base period of two (2) years from the start of the contract with three (3) one-year options.

# 7.0 DELIVERABLES

The contractor will provide the government with a monthly status report covering all areas of this statement of work. The report will be provided 20 days after the completion of the reporting period.

# 8.0 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COR) AND TECHNICAL ASSISTANT (TA).



AMERIDADE OF COLLOW	I. CONTRACT ID C	CODE	PAGE OF PAGES		
AMENDMENT OF SOLICIT	ATION/MODIFIC	ATION OF CONTRACT	U		1   5
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT	NO.(if applicable)
P00010	01-May-2003				
6. ISSUED BY CODE	HQ0006	7. ADMINISTERED BY (If other than item 6)	CODI	E S05	12A
MASSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		DCMA VAN NUYS 6230 VAN NUYS BOULEVARO VAN NUYS CA 91401-2713			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street,	County, State and Zip Code)		9A. AMENDMENT	OF SOLICE	TATION NO.
ENGINEERING MANAGEMENT CONCEPTS, INC PATRICK D. HAUN 295 WILLIS DRIVE SUITE B			9B. DATED (SEE IT	ГЕМ [1]	
CAMARILLO CA 93010		<u> </u>	10A, MOD, OF CON	/TD & CT/() I	DDED NO
		×	HQ0006-02-C-003	37	NDEK NO.
CODE 1DB04	FACILITY CODE	x	10B. DATED (SEE 27-Nov-2002	TIEM 13)	
		APPLIES TO AMENDMENTS OF SOLICITATIONS			
The above numbered solicitation is amended as set forth in Item 14. The	bour and date specified for receip	e of Offer	is extended,	is not exter	nded.
Offer must acknowledge receipt of this amendment prior to the hour and (a) By completing items 8 and 15, and returning or (c) By separate letter or telegram which includes a reference to the so RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF REJECTION OF YOUR OFFER. If by virtue of this amendment you d provided each telegram or letter makes reference to the solicitation and t	oopies of the amendment; (b) R icitation and amendment nambers F OFFERS PRIOR TO THE HO esire to change an offer already su	By acknowledging receipt of this amendment on each copy of the offit.  FAILURE OF YOUR ACKNOWLEDGMENT TO BE UR AND DATE SPECIFIED MAY RESULT IN  thinfitted, such change may be made by telegram or letter,	er submilled;	_	
12. ACCOUNTING AND APPROPRIATION DATA (If requir See Schedule	ed)				
	IS ITEM APPLIES ONLY	TO MODIFICATIONS OF CONTRACTS/ORDERS.			
17	MODIFIES THE CONTRA	CT/ORDER NO. AS DESCRIBED IN ITEM 14.			
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: CONTRACT ORDER NO. IN ITEM 10A.	(Specify authority) THE CI	IANGES SET FORTH IN 1 TEM 14 ARE MADE IN T	HE		
B. THE ABOVE NUMBERED CONTRACT/ORDER IS M office, appropriation date, etc.) SET FORTH IN ITEM:			in paying		
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED! Mutual Agreement of the Parties					
D. OTHER (Specify type of modification and authority)	<del></del>	<u> </u>		<del>.</del>	
E. IMPORTANT: Contractor is not,	is required to sign thi	s document and return 3 cop	oles to the issuing offic	æ.	<u> </u>
DESCRIPTION OF AMENDMENT/MODIFICATION (Or where feasible.) The purpose of this modification is to expand the FIAC or incremental funding in the amount of \$821,105. See Page 1.00	apability at Sequoia Plaza				
Except as provided herein, all terms and conditions of the document referenced 15A. NAME AND TITLE OF SIGNER (Type or print)	in Item 9A or 10A, as heretofore of	changed, remains unchanged and in full force and effect.  16A. NAME AND TITLE OF CONTRACTING	OFFICED (Time or n	wint\	
The transport of States (type of bind)		ROBERT E. ASHLEY, JR. / CONTRACTING OFFICER	· · · ·	-	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	TEL: (703) 486-0142	EMAIL: Robert.Ashler		6C. DATE SIGNED
135. CONTRACTOROFTERUR	IJC. DATE SIGNED	16B. UNITED STATES OF AMERICA	-best		
(Signature of person authorized to sign)		(Signature of Contracting Officer)		— [	05-May-2003

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

# SUMMARY OF CHANGES

The purpose of this modification is to expand the FIAC capability at Sequioa Plaza, Arlington, VA and provide incremental funding in the amount of \$821,105.

# SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$2,614,726.00 from \$16,727,543.00 to \$19,342,269.00.

# SECTION B - SUPPLIES OR SERVICES AND PRICES

# **CLIN 0001**

- The estimated/max cost has increased by \$994,015.00 from \$7,189,705.00 to \$8,183,720.00.
- 2. The fixed fee has increased by \$86,656.00 from \$444,474.00 to \$531,130.00.
- 3. The total cost of this line item has increased by \$1,080,671.00 from \$7,634,179.00 to \$8,714,850.00.

# **CLIN 0101**

- 1. The estimated/max cost has increased by \$467,554.00 from \$2,801,749.00 to \$3,269,303.00.
- 2. The fixed fee has increased by \$24,395.00 from \$130,839.00 to \$155,234.00.
- 3. The total cost of this line item has increased by \$491,949.00 from \$2,932,588.00 to \$3,424,537.00.

# **CLIN 0201**

- 1. The estimated/max cost has increased by \$485,470.00 from \$2,895,010.00 to \$3,380,480.00.
- 2. The fixed fee has increased by \$25,649.00 from \$134,919.00 to \$160,568.00.
- 3. The total cost of this line item has increased by \$511,119.00 from \$3,029,929.00 to \$3,541,048.00.

# **CLIN 0301**

- 1. The estimated/max cost has increased by \$504,038.00 from \$2,991,700.00 to \$3,495,738.00.
- 2. The fixed fee has increased by \$26,949.00 from \$139,147.00 to \$166,096.00.
- 3. The total cost of this line item has increased by \$530,987.00 from \$3,130,847.00 to \$3,661,834.00.

# 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 \$821,105.00 from \$6,061,037.00 to \$6,882,142.00.

ACRN AA:

9720400.2520 40603882C 2599 012123 BMDO0124858746

AMOUNT:

\$2,988,047 (No change)

ACRN AB:

9730400.2520 40603882C 2525 012123 BMDO0127161954

AMOUNT:

\$380,000.00 (No Change)

ACRN AC:

9730400.2520 60901598C 2599 012123 BMDO0134693825

AMOUNT:

\$195,026.00 (Increase)

ACRN AMOUNT:

\$639,402.00

ACRN AD:

9730400.2520 60901598C 2599 012123 BMDO0134693826

AMOUNT:

\$1,135,112 (No change)

ACRN AE:

9730400,2520 40603883C 2518 012123 BMDO0134703828

AMOUNT:

\$1,113,502 (No change)

ACRN AF:

9730400.2520 40603883C 2518 012123 BMDO0135194765

AMOUNT:

\$626,079.00 (Increase)

ACRN AMOUNT:

\$626,079.00

The contract ACRN AF has been added.

Except as provided herein and in modifications P00001 through P00009, all other terms and conditions hereby remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				CODE	PAGBO# P	AGES
AMENDMENT OF SOLICIT	ATION/MODIFICA	ATION OF CONTRACT	U		1 1	3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	•	5. PROJECT NO.(	If applicable)	
P00011	01-Jun-2003			-		
6. ISSUED BY CODE	HQ0006	7. ADMINISTERED BY (If other than item 6)	COD	E S0512A		
MISSILE DEFENSE AGENCY (AIDA) 7100 DEFENSE PENTAGON WASI-BUSTON DC 20301-7100		DOMA VAN NUYS 6350 VAN NUYS BOULEVARD VAN NUYS CA 81401-2713			-	
8 NAME AND ADDRESS OF CONTRACTOR (No. Street	County State and Zin Co	de)	A. AMENDMÉN	T OF SOLICITA	ATION NO.	
NAME AND ADDRESS OF CONTRACTOR (No., Stree ENGINEERING MANAGEMENT CONCEPTS, INC PATRICKS HAUN     SOFT SUITE     CAMPALIO CA 900'6     CAMPALIO CA 900'6	, county, out and Esp Co		B. DATED (SEE			
OWNFILLO CA SOLV		x	14000882°E-66	NTRACT/ORI	DER NO.	
2004 10004			10B. DATED (SE	EITEM 13)	-	
CODE 1D804	FACILITY CODE	APPLIES TO AMENDMENTS OF SOLICITATIONS				
The above numbered solicitation is amended as set forth in Renn 14. The			extended,	is not extended	1.	
Offer must acknowledge receipt of this ameadment prior to the boar as  (a) By completing Rems 8 and 15, and returning  or (c) By separate letter or telegram which includes a reference to the sol  RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF O  REJECTION OF YOUR OFFER. If by virus of this ameadment you o  provided each telegram or letter makes reference to the solicitation and	d date specified in the solicitation copies of the amendment; (b) it citation and amendment numbers. FFERS PRIOR TO THE HOUR AN entire to change an offer ahready su	or as amended by one of the following methods:  by acknowledging receipt of this amendment on each copy of the off FAILURE OF YOUR ACKNOWLEDGMENT TO BE  ID DATE SPECIFIED MAY RESULT IN  britted, such change may be made by telegram or letter,	r submitted;			
12. ACCOUNTING AND APPROPRIATION DATA (If req See Schedule	uired)					
		O MODIFICATIONS OF CONTRACTS/ORDERS. CT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO CONTRACT ORDER NO. IN ITEM 10A.	: (Specify authority) THE	CHANGES SET FORTH IN ITEM 14 ARE MADE I	N THE			:
B. THE ABOVE NUMBERED CONTRACT/ORDER IS office, appropriation date, etc.) SET FORTH IN ITEM			ges in paying			
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERE Multual Agreement of the Parties						
D. OTHER (Specify type of modification and authority)		********				
E. IMPORTANT: Contractor is not,	is required to sign th	is document and return3 copie	s to the issuing of	fice.		
DESCRIPTION OF AMENDMENT/MODIFICATION where feasible.) The purpose of this modification is to add a third shur funding. See page 2.						
Except as provided herein, all terms and conditions of the document reference 15A. NAME AND TITLE OF SIGNER (Type or print)	d in Jacon 9A or 10A, as beretofore	changed, remains unchanged and in full force and effect.  16A. NAME AND TITLE OF CONTRACTING JOHN B. RICHARDSON / CONTRACTING OFFICER	OFFICER (Type	or print)		
		TEL: (703) 695-6632	EMAIL: barry richards	on@mda.ost.mil		
15B. CONTRACTOR/OFFEROR	I5C. DATE \$IGNED	16B. UNITED STATES OF AMERICA	00	- 1	DATE SIG	NED
(0'	1	(0)		I ''		

(Signature of person auth EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

#### SUMMARY OF CHANGES

The purpose of this modification is to add a third shuttle bus service, revise attachment 1, incorporate FAR 52.229-4 and provide incremental funding in the amount of \$96,710.

#### SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$193,411 from \$19,342,269 to \$19,535,680.

#### SECTION B-SUPPLIES OR SERVICES AND PRICES

**CLIN 0001** 

The estimated/max cost has increased by \$180,758 from \$8,183,720 to \$8,364,478.

The fixed fee has increased by \$12,653 from \$531,130 to \$543,783.

The total cost of this line item has increased by \$193,411 from \$8,714,850 to \$8,908,261.

#### 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 \$96,710 from \$6,882,142 to \$6,978,852.

ACRN AA:

9720400.2520 40603882C 2599 012123 BMDQ0124858746

AMOUNT:

\$2,988,047 (No change)

ACRN AB:

9730400.2520 40603882C 2525 012123 BMDO0127161954

AMOUNT:

\$380,000 (No Change)

ACRN AC:

9730400.2520 60901598C 2599 012123 BMDO0134693825

AMOUNT:

\$639,402 (No change)

ACRN AD:

9730400.2520 60901598C 2599 012123 BMDO0134693826

AMOUNT:

\$1,135,112 (No change)

ACRN AE:

9730400.2520 40603883C 2518 012123 BMDO0134703828

AMOUNT:

\$1,113,502 (No change)

ACRN AF:

9730400.2520 40603883C 2518 012123 BMDO0135194765

AMOUNT:

\$626,079 (No change)

ACRN AG:

9730400.2520 60901598C 2525 012123 BMDO0135405159

AMOUNT:

\$96,710 (Increase)

ACRN TOTAL:

\$96,710

# **SECTION I - CONTRACT CLAUSES**

The following has been added by reference:

52.229-4

Federal, State And Local Taxes (State and Local

**APR 2003** 

Adjustments)

Except as provided herein and in modifications P00001 through P00010, all other terms and conditions hereby remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				BOIDE	PAGE OF PA	GBS
AMEND OF SOMETATION MODIFICATION OF CONTRACT			U		1	2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/FURCHASE REQ. NO.	•	5. PROJECT NO.(	lf applicable)	
P00012	29-Sep-2003			1		
6. ISSUED BY CODE	HQ0006	7. ADMINISTERED BY (If other than steen 6)	COD	E S0512A	·	
MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20001-7100		DOWA VAN NUYS 8300 VAN NUYS BOULEVARD VAN NUYS CA 91401-2713				
8. NAME AND ADDRESS OF CONTRACTOR (No., Street ENGINEERING MANAGEMENT CONCEPTS, INC.	t, County, State and Zip Co	de)	9A. AMENDMEN	T OF SOLICITA	ATION NO.	
PATRICK D. HALIN 286 WILLIS DRIVE SUITÉ B CAMARILLO CA 90010			9B. DATED (SEE	ITEM II)		
		x	HA0M8929E-86		DER NO.	
CODE 1DB04	FACILITY CODE	x	10B. DATED (SE 27-Nov-2002	E ITEM 13)		
		APPLIES TO AMENDMENTS OF SOLICITATION		_		
The above numbered solicitation is amended as set forth in Item 14. The	-		is extended,	is not extended		
Offer must acknowledge receipt of this amendment prior to the boar a  (a) By completing Items 8 and 15, and returning  or (c) By separate letter or delegrant which includes a reference to the sol  RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF C  REJECTION OF YOUR OFFER. If by virtue of this another than the provided each telegram or letter makes reference to the solicitation and	copies of the amendment, (b) licitation and amendment numbers. FFERS PRIOR TO THE HOUR ANdesire to change as offer already su this amendment, and is received p	ly acknowledging receipt of this amendment on each copy of the of FALLURE OF YOUR ACKNOWLEDGMENT TO HE DO DATE SPECIFIED MAY RESULT IN DMITTED, such change may be made by telegram or letter,	ffer submitted;			
12. ACCOUNTING AND APPROPRIATION DATA (If rec See Schedule	juired)					. <u>.</u>
		O MODIFICATIONS OF CONTRACTS/ORDERS. CT/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 office, appropriation date, etc.) SET FORTH IN ITEM	<u>1 14, PURSUANT TO THE</u>	AUTHORITY OF FAR 43.103(B).	nges in paying			
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERE Mutual Agreement of the Parties	D INTO PURSUANT TO A	AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)						
MPORTANT: Contractor is not,	X is required to sign th	is document and return1cop	ies to the issuing of	fice.		-
14. DESCRIPTION OF AMENDMENT/MODIFICATION where feasible.) The purpose of this modification is to expand the FIA Assistant Facility Manager with a Project Engineer/M	C capability at Sequoia F anager and provide incre	Plaza, Arlington, VA, add a Senior Consultant, r emental funding in the amount of \$1,286,880.00	eplace an			
Except as provided herein, all terms and conditions of the document reference	d in ficin 9A or 10A, as benetofore	· · · · · · · · · · · · · · · · · · ·				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A, NAME AND TITLE OF CONTRACTIN JOHN B. RICHARDSON/DIRECTOR, CTS TEL: (703) 468-0142		or print) on@odaædmi		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	Committee Commit	16C.	DATE SIGNI	ED
(Signature of person authorized to sign)		(Signature of Contracting Officer)		03-	Oct-2003	
	•	* / Andrews or American Assessed				

(Signature of person authorized to sign)
EXCEPTION TO SP 30
APPROVED BY OIRM 11-84

30-105-04

#### SUMMARY OF CHANGES

# SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$2,660,645.00 from \$19,535,680.00 to \$22,196,325.00.

#### SECTION B - SUPPLIES OR SERVICES AND PRICES

A senior consultant is being added to CLIN 0001 with a period of performance of September 29, 2003 through December 31, 2003. In addition, an Assistant Facility Manager is being relaced by a Project Engineer/Manager.

# **CLIN 0001**

The estimated/max cost has increased by \$923,961.00 from \$8,364,478.00 to \$9,288,439.00.

The fixed fee has increased by \$83,646.00 from \$543,783.00 to \$627,429.00.

The unit of issue has changed from Lot to Group.

The total cost of this line item has increased by \$1,007,607.00 from \$8,908,261.00 to \$9,915,868.00.

#### **CLIN 0101**

The estimated/max cost has increased by \$496,658.00 from \$3,269,303.00 to \$3,765,961.00.

The fixed fee has increased by \$34,766.00 from \$155,234.00 to \$190,000.00.

The unit of issue has changed from Lot to Group.

The total cost of this line item has increased by \$531,424.00 from \$3,424,537.00 to \$3,955,961.00.

#### **CLIN 0201**

The estimated/max cost has increased by \$514,295.00 from \$3,380,480.00 to \$3,894,775.00.

The fixed fee has increased by \$36,001.00 from \$160,568.00 to \$196,569.00.

The unit of issue has changed from Lot to Group.

The total cost of this line item has increased by \$550,296.00 from \$3,541,048.00 to \$4,091,344.00.

## **CLIN 0301**

The estimated/max cost has increased by \$533,942.00 from \$3,495,738.00 to \$4,029,680.00.

The fixed fee has increased by \$37,376.00 from \$166,096.00 to \$203,472.00.

The unit of issue has changed from Lot to Group.

The total cost of this line item has increased by \$571,318.00 from \$3,661,834.00 to \$4,233,152.00.

#### 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 \$1,286,880.00 from \$6,978,852.00 to \$8,265,732.00.

# SUBCLIN 000102:

AH: 9720400.2520 40603880C 2599 012123 BMDO0136697564 was increased by \$1,286,880.00 from \$0.00 to \$1,286,880.00

The contract ACRN AH has been added.

AMENDMENT OF SOLICIT	I. CONTRACT ID	CODE	PAGE OF				
2. AMENDMENT/MODIFICATION NO.	A MATTER TEACHER TO A STATE OF THE A				1 1	2	
P00013	3. BEFECTIVE DATE	REQUISITION/PURCHASE REQ. NO.     S. PROJECT NO. (if applicable)					
6. ISSUED BY CODE	01-Nov-2003	7. ADMINISTERED BY (If other than term 6)	COL	DB 50512A			
MSSLE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20001-7100	HQ0006	COM VANNUYS 620 VANNUYS GOLLEVARD VANNUYS CA 91401-2713		30312			
B. NAME AND ADDRESS OF CONTRACTOR (No., Street BYGINEERING MANAGEMENT CONCEPTS, INC. PATRICK D. HAIN 296 WILLS DRIVE SUITE 8 CAMPRELO CA 98910	et, County, State and Zip Co	ode)	9A. AMENDMEN  9B. DATED (SEE  X 192008-02-2-56	ITEM 11)			
			10B. DATED (SE	E ITEM 13)			
CODE 1DB04	FACILITY CODE	APPLICATE LATER TO THE TOTAL T	X 27-Nov-2002				
The above numbered solicitation is amended as set forth in Item 14. The		APPLIES TO AMENDMENTS OF SOLICITAT	is extended,	is not extended	I.		
Offer must acknowledge receipt of this arcendment prior to the hour a  (a) By completing Herns 8 and 15, and returning or (c) By separate letter or telegram which includes a reference to the so RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF C REJECTION OF YOUR OFFER. If by virtue of this arteredment you provided each telegram or letter makes reference to the solicitation and	and date specified in the solicitation copies of the amendment; (b) initiation and amendment manbers.  OFFERS PRIOR TO THE HOUR Aldesire to change an offer aircady su	Le or as amended by one of the following methods:  By acknowledging receipt of this amendment on each copy of FAILURE OF YOUR ACKNOWLEDGMENT TO BE TO DATE SPECIFIED MAY RESULT IN birdited, such change may be made by telegram or letter,					
12. ACCOUNTING AND APPROPRIATION DATA (If rec See Schedule	quired)						
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 REPLECT 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 ENTERE Mutual Agreement of the Parties	D INTO PURSUANT TO	AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)							
		is document and return 1	copies to the issuing of	fice.			
where feasible.)  The purpose of this modification is to expand the shu	14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  The purpose of this modification is to expand the shuttle bus services by adding three (3) additional daily shuttle runs to the current schedule and provide incremental funding in the amount of \$20,240. See following page(s).						
Bxoept as provided beccin, all terms and conditions of the document reference	nd in Item 9A or 10A, as beretofon	e changed, ecmains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRAC	TING OFFICER (Type	or print)			
		DIANE L. KNIGHT / CONTRACTING OFFICER, CTS TEL: (703) 486-0874	EMAIL: Diane.Knight	@mda.osduni		i	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	right	16C.	DATE SIG	- 1	
(Signature of person authorized to sign)		(Signature of Contracting Officer)			-101-2003		

(Signature of person authorized to sign)
EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

#### SUMMARY OF CHANGES

# SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$23,410.55 from \$22,196,325.00 to \$22,219,735.55.

# SECTION B - SUPPLIES OR SERVICES AND PRICES

#### **CLIN 0001**

The estimated/max cost has increased by \$21,878.55 from \$9,288,439.00 to \$9,310,317.55. The fixed fee has increased by \$1,532.00 from \$627,429.00 to \$628,961.00.

The total cost of this line item has increased by \$23,410.55 from \$9,915,868.00 to \$9,939,278.55.

#### 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 \$20,240.00 from \$8,265,732.00 to \$8,285,972.00.

SUBCLIN 000102:

AJ: 9730400.2520 40603882C 2523 012123 BMDO0136687558 was increased by \$20,240.00 from \$0.00 to \$20,240.00

The contract ACRN AJ has been added.

AMENDMENT OF SOLICIT	ATION/MODIFIC	ATION OF CONTRACT	I. CONTRACT ID C	XXIDE	PAGE OF PA	
			U	6 DDDIEGRATO	1	2
2. AMENDMENT/MODIFICATION NO.	I. EFFECTIVE DATE	4. REQUISITION/PL/RCHASE REQ. NO:		5. PROJECT NO.(	rr apprecauce)	
P00014	16-Oct-2003	A ADMINISTRATIO DV (Market 1 - 1 - 2	7710	R TODESOS		
•	HQ0006	7. ADMINISTERED BY (If other than item 6) DOMA VAN NUYS	500	8 S0512A	1	
MISSILE DEFENSE AGENCY (MOA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		6230 VAN NUYS BOULEVARD VAN NUYS CA 91401-2713				
8. NAME AND ADDRESS OF CONTRACTOR (No., Street ENGINEERING MANAGEMENT CONDETTS, NC	. County, State and Zip Co	ode)	9A. AMENDMEN	T OF SOLICITA	ATION NO.	
ÉNGMEERING MANAGEMENT CONDÉPTS, INC PATRICIC D. HALM 295 WILLIS ORIVE SUITE B CAMARILLO CA 90010	,,	,	9B. DATED (SEE	ITEM (I)		
CHIPPETO CHI SULL		х	H206887295-66	NTRACT/ORE	DER NO.	
			10B. DATED (SE	E ITEM 13)		
CODE 1DB04	FACILITY CODE	X	27-Nov-2002			
The above numbered solicitation is amended as set forth in Item 14. The		APPLIES TO AMENDMENTS OF SOLICITATIO	NS is extended,	is not extended	).	
Offer must acknowledge receipt of this amendment prior to the boar at	•	·	1		-	
(a) By completing liters 8 and 15, and returning or (c) By separate letter or tolegram which includes a reference to the soil RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF O REJECTION OF YOUR OFFER. If by virtue of this amendment you d provided each telegram or letter makes reference to the solicitation and	copies of the amendment, (b) citation and amendment numbers. FERS PRIOR TO THE HOUR AL	By acknowledging receipt of this amendment on each copy of the FAILURE OF YOUR ACKNOWLEDGMENT TO BE ND DATE SPECIFIED MAY RESULT IN strainted, such change may be made by telegram or letter.	offer submitted;			
12. ACCOUNTING AND APPROPRIATION DATA (If req	uired)					
		O MODIFICATIONS OF CONTRACTS/ORDERS CT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO CONTRACT ORDER NO. IN ITEM 10A.	: (Specify authority) THE	CHANGES SET FORTH IN ITEM 14 ARE MADI	E IN THE			
B. THE ABOVE NUMBERED CONTRACT/ORDER IS office, appropriation date, etc.) SET FORTH IN ITEM			langes in paying			
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERE Mutual Agreement of the Parties	DINTO PURSUANT TO	AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor is not,	is required to sign (	nis document and return1co	pies to the issuing of	Гис <del>с</del> .		
DESCRIPTION OF AMENDMENT/MODIFICATION where feasible.)     The purpose of this modification is to add two temporals.			matter			
						ĺ
Except as provided herein, all terms and conditions of the document reference	d in Item 94 or 104, as became	e channed remains unchanned and in full force and effect				
15A. NAME AND TITLE OF SIGNER (Type or print)	A ST HALL SAL OF TOA, 25 HOTCHORD	66A. NAME AND TITLE OF CONTRACTI	NG OFFICER (Type	or print)		
1221 CHARLE OUR TITLE OF STOTELY (1386 of blant)		JOHN B, RICHARDSON / DIRECTOR, CTS TEL: (700) 486-0142		on@mdaced.mi		
15B, CONTRACTOR/OFFEROR	15C, DATE SIGNED	16B. UNITED STATES OF AMERICA	23.2. 0017-01808		DATE SIGN	ED
(SECONITION OF LAND	DATE SIGNED		1200	1		
(6) - 4 6	I	(1) (2) (2) (2) (3)		21	-Nov-2003	

(Signature of person authorized to sign)
EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

#### SUMMARY OF CHANGES

#### SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$90,864.00 from \$22,219,735.55 to \$22,310,599.55.

# SECTION B - SUPPLIES OR SERVICES AND PRICES

Two accountants/financial managers are being added to CLIN 0001. The periods of performance are October 16, 2003 through December 31, 2003 (456 hours) and November 3, 2003 through December 31, 2003 (360 hours).

#### **CLIN 0001**

The estimated/max cost has increased by \$84,920.00 from \$9,310,317.55 to \$9,395,237.55. The fixed fee has increased by \$5,944.00 from \$628,961.00 to \$634,905.00. The total cost of this line item has increased by \$90,864.00 from \$9,939,278.55 to \$10,030,142.55.

AMENDMENT OF SOLICITA	TION/MODIFI	CATION OF CONTRACT	I. CONTRACT	ID CODE	PAGE OF PAGES
		·	U		1 4
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT N	VO.(If applicable)
P00015	29-Dec-2003			25 00546	
6. ISSUED BY CODE  MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100	HQ0006	7. ADMINISTERED BY (If other than item 6) DCMA VAN NUYS 6230 VAN NUYS BOULEVARD VAN NUYS CA 91401-2713	COI	DE <b>(S0512</b>	ZA.
8. NAME AND ADDRESS OF CONTRACTOR (I ENGINEERING MANAGEMENT CONCEPTS, INC PATRICK D. HAUN 295 WILLIS DRIVE SUITE B CAMARILLO CA 93010	No., Street, County, Sta	,	9A. AMENDMI  9B. DATED (SI  10A. MOD. OF HQ0006-02-C- 10B. DATED (SI  27-Nov-2002	CONTRACT	
II.		PPLIES TO AMENDMENTS OF SOLICI	rations .		
Offer must acknowledge receipt of this amendment prior (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a refer RECEIVED AT THE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. If by virtue of this amen provided each telegram or letter makes reference to the solution.  12. ACCOUNTING AND APPROPRIATION DAT	copies of the amendment ence to the solicitation and a RECEIPT OF OFFERS PRI adment you desire to change icitation and this amendment	; (b) By acknowledging receipt of this amendment or emendment numbers. FAILURE OF YOUR ACKNO OR TO THE HOUR AND DATE SPECIFIED MAY an offer already submitted, such change may be man	n each copy of the offer OWLEDGMENT TO BI 7 RESULT IN de by telegram or letter,	E	
See Schedule	M Abbitro Our serv	O MODIFICATIONS OF CONTRACTS/O	DDEDC		
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.  B. THE ABOVE NUMBERED CONTRACT/OR office, appropriation date, etc.) SET FORTH I  C. THIS SUPPLEMENTAL AGREEMENT IS E Mutual Agreement of the Parties	FIES THE CONTRACT ANT TO: (Specify au DER IS MODIFIED TO NITEM 14, PURSUANTERED INTO PURS	T/ORDER NO. AS DESCRIBED IN ITEM thority) THE CHANGES SET FORTH IN TO REFLECT THE ADMINISTRATIVE C NT TO THE AUTHORITY OF FAR 43.10	1 14. ITEM 14 ARE MA HANGES (such as		aying
D. OTHER (Specify type of modification and aut	hority)				
E_IMPORTANT: Contractor is not,	x is required to sign	this document and return 3 c	opies to the issuing	office.	
14. DESCRIPTION OF AMENDMENT/MODIFICAL where feasible.) The purpose of this modification is to: add enhibuses to service the Suffolk Building; increase shuttles; revise Attachment 1; extend the perhindremental funding in the amount of \$1,744,0 incremental funding incremental funding incremental funding incremental funding incremental funding increase in the funding increase in th	anced FIAC capability the authorized control of performance of 100.00. See pages 2	ies, expand the MDA shuttle bus service ract ceiling to include the cost of the FM three temporary accountants/financial of the tempora	e by adding two ( AC capabilities and managers; and pro d in full force and effec	2) additional d additional ovide .	
15A. NAME AND TITLE OF SIGNER (Type or pri	nt)	16A, NAME AND TITLE OF CONT MARC LESSER / CONTRACTING OFFICER, O		ER (Type or p	orint)
		TEL: (703)486-0176	EMAIL: marc.lesse	en@mda.osd.mii	
15B. CONTRACTOR/OFFEROR	15C, DATE SIGNED	16B. UNITED STATES OF AMERIC	,		DATE SIGNED
(Signature of person authorized to sign)	]	(Signature of Contracting Office		0	)-Feb-2004

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

#### SUMMARY OF CHANGES

The purpose of this modification is to add enhanced FIAC capabilities; expand the MDA shuttle bus service by adding two (2) additional buses to service the Suffolk Building; increase the authorized contract ceiling to include the cost of the FIAC capabilities and the additional shuttles; revise Attachment 1; extend the period of performance of three temporary accountants/financial managers; and provide incremental funding in the amount of \$1,744,000.00.

## SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$11,818,197.00 from \$22,310,599.55 to \$10,492,402.55.

Note: There was no actual reduction to the authorized contract value. The contract value of \$22,310,599.55 was overstated as it included the cost and fee of all option years. This modification revises the CLIN status of the option CLINs from No Status to Option. As a result, the value of the options was removed from the current authorized contract ceiling, but will be reflected in the authorized contract ceiling at such time when the options are exercised. The contract value of \$10,492,402.55 is the authorized contract ceiling of the base period.

#### SECTION B - SUPPLIES OR SERVICES AND PRICES

The period of performance of the senior consultant added to CLIN 0001 via modification P00012 is hereby extended from December 31, 2003, through February 29, 2004.

The period of performance of the two accountants/financial managers added to CLIN 0001 via modification P00014 is hereby extended from December 31, 2003, through February 6, 2004.

#### **CLIN 0001**

The estimated/max cost has increased by \$424,475.00 from \$9,395,237.55 to \$9,819,712.55.

The fixed fee has increased by \$37,785.00 from \$634,905.00 to \$672,690.00.

The total cost of this line item has increased by \$462,260.00 from \$10,030,142.55 to \$10,492,402.55.

#### **CLIN 0101**

The option status has changed from No Status to Option.

#### **CLIN 0102**

The option status has changed from No Status to Option.

#### CLIN 0201

The option status has changed from No Status to Option.

#### **CLIN 0202**

The option status has changed from No Status to Option.

#### CLIN 0301

The option status has changed from No Status to Option.

#### **CLIN 0302**

The option status has changed from No Status to Option.

SUBCLIN 000103 is added as follows:

ITEM NO

SUPPLIES/SERVICES

QUANTITY

UNIT

**UNIT PRICE** 

AMOUNT

000103

Incremental Funding for CLIN 0001

**FFP** 

**NET AMT** 

\$0.00

ACRN AK Funded Amount

\$1,744,000.00

FOB: Destination

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule for CLIN 0001 has been added:

**DELIVERY DATE** 

**QUANTITY** 

SHIP TO ADDRESS

UIC

POP 01-APR-2002 TO

N/A

N/A

31-MAR-2004

FOB: Destination

The following Delivery Schedule for CLIN 0002 has been added:

**DELIVERY DATE** 

QUANTITY

SHIP TO ADDRESS

UIC

POP 01-APR-2002 TO

N/A

N/A

31-MAR-2004

FOB: Destination

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 \$1,744,000.00 from \$8,285,972.00 to \$10,029,972.00.

SUBCLIN 000103:

Funding on SUBCLIN 000103 is initiated as follows:

ACRN: AK

Acctng Data: 9740400.2520 60901598C 2312 012123 BMDO0137589694

Increase: \$1,744,000.00 Total: \$1,744,000.00

ACCOUNTING AND APPROPRIATION DATA

AA:

9720400.2520 40603882C 2599 012123 BMDO 012 485 8746

AMOUNT: \$2,988,047.00

9730400.2520 40603882C 2525 012123 BMDO0127161954

AMOUNT: \$380,000.00

AC:

9730400.2520 60901598C 2599 012123 BMDO0134693825

AMOUNT: \$639,402.00

AD: 9730400.2520 60901598C 2599 012123 BMDO0134693826

AMOUNT: \$1,135,112.00

AE: 9730400.252040603883C 2518 012123 BMDO0134703828

AMOUNT: \$1,113,502.00

AF: 9730400.2520 40603883C 2518 012123 BMDO0135194765

AMOUNT: \$626,079.00

AG: 9730400.2520 60901598C 2525 012123 BMDO0135405159

AMOUNT: \$96,710.00

AH: 9720400.2520 40603880C 2599 012123 BMDO0136697564

AMOUNT: \$1,286,880.00

AJ: 9730400.2520 40603882C 2523 012123 BMDO0136687558

AMOUNT: \$20,240.00

AK: 9740400.2520 60901598C 2312 012123 BMDO0137589694

AMOUNT: \$1,744,000.00

**CLIN FUNDING MATRIX** 

CLIN 0001 \$10,029,972.00 Estimated Funds Exhaust Date: 31 March 2004

Contract Ceiling: \$10,492,402.55

Obligated Funds: \$10,029,972.00

Unobligated Ceiling: \$ 462,430.55

AMENDMENT OF SOLICITA	1. CONTRACT	ID CODE	PAGE OF	F PAGES		
			U	+ c .m.am.	1 1 1	3
	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT I	NO.(If applic	table)
P00016	01-Apr-2004			DE   S0512		
6. ISSUED BY CODE   MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100	HQ0006	7. ADMINISTERED BY (If other than item 6) DCMA VAN NUVS 6230 VAN NUVS BOULEVARD VAN NUVS CA 91401-2713	CO	DE <u>[30312</u>	2A	
The above numbered solicitation is amended as set fort Offer must acknowledge receipt of this amendment p. (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR T REJECTION OF YOUR OFFER. If by virtue of this a	FACILITY COR HIS ITEM ONLY AP h in Item 14. The hour and ior to the hour and date s _ copies of the amendmen reference to the solicitatic HE RECEIPT OF OFFER mendment you desire to el	PLIES TO AMENDMENTS OF SOLIC I date specified for receipt of Offer pecified in the solicitation or as amended by one of the solicitation of the so	ITATIONS  is extended,  If the following meth at on each copy of the R ACKNOWLEDGN ED MAY RESULT IT be made by telegran	CONTRAC 0037 (SEE ITEM is not exten ods: coffer submitted ENT TO BE	T/ORDER	
provided each telegram or tetter makes reference to the  12. ACCOUNTING AND APPROPRIATION D		endment, and is received prior to the opening hou	r and date specified.	<del></del>		
See Schedule	ATA (II required)					
		MODIFICATIONS OF CONTRACTS/				
A. THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO. IN ITEM 10A.	SUANT TO: (Specif		TH IN ITEM 14 A			
B. THE ABOVE NUMBERED CONTRACT/Office, appropriation date, etc.) SET FOR				such as chang	ges in payi	ng
C. THIS SUPPLEMENTAL AGREEMENT I	S ENTERED INTO I	PURSUANT TO AUTHORITY OF:				:
D. OTHER (Specify type of modification and Exercise of Option Clause	authority)					
E. IMPORTANT: Contractor X is not,	is required to sig	n this document and return c	pies to the issuin	g office.		
14. DESCRIPTION OF AMENDMENT/MODIF where feasible.)  The purpose of this modification is to exercis February 2, 2004, proposal; and provide increase in the purpose of the	e option 1; increase emental funding in the increase of the second in the	the authorized contract ceiling in accone amount of \$3,118,000.00. See page	rdance with the (es 2-3.	Contractor's		
15A. NAME AND TITLE OF SIGNER (Type o		16A. NAME AND TITLE OF COMMARC LESSER / CONTRACTING OFFICER, TEL: (703)468-0176	ITRACTING OF CTS EMAIL: marc.lesse	r@mda.osd mil		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI		JCA -		DATE S	
(Signature of person authorized to sign)		(Signature of Contracting Offi		12	2-Mar-200	4

#### SUMMARY OF CHANGES

#### SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$5,255,358.00 from \$10,492,402.55 to \$15,747,760.55.

#### SECTION B - SUPPLIES OR SERVICES AND PRICES

#### **CLIN 0101**

The estimated/max cost has increased by \$1,249,651.00 from \$3,765,961.00 to \$5,015,612.00.

The fixed fee has increased by \$49,746.00 from \$190,000.00 to \$239,746.00.

The option status has changed from Option to Option Exercised.

The cost constraint NTE has been added.

The total cost of this line item has increased by \$1,299,397.00 from \$3,955,961.00 to \$5,255,358.00.

#### **CLIN 0102**

The option status has changed from Option to Option Exercised.

#### **CLIN 0201**

The estimated/max cost has increased by \$1,312,462.00 from \$3,894,775.00 to \$5,207,237.00.

The fixed fee has increased by \$52,337.00 from \$196,569.00 to \$248,906.00.

The cost constraint NTE has been added.

The total cost of this line item has increased by \$1,364,799.00 from \$4,091,344.00 to \$5,456,143.00.

#### **CLIN 0301**

The estimated/max cost has increased by \$1,376,470.00 from \$4,029,680.00 to \$5,406,150.00.

The fixed fee has increased by \$54,942.00 from \$203,472.00 to \$258,414.00.

The cost constraint NTE has been added.

The total cost of this line item has increased by \$1,431,412.00 from \$4,233,152.00 to \$5,664,564.00.

# SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0101:

DELIVERY DATE	QUANTITY	SHIP TO A DDRESS	UIC
POP 01-APR-2004 TO 31-MAR-2005	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 0102:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-APR-2004 TO 31-MAR-2005	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 0201:

DELIVERY DATE	OUANTITY	SHIP TO ADDRESS	UIC

POP 01-APR-2005 TO

N/A

N/A

31-MAR-2006

FOB: Destination

The following Delivery Schedule item has been added to CLIN 0202:

**DELIVERY DATE** 

31-MAR-2006

QUANTITY

SHIP TO ADDRESS

UIC

POP 01-APR-2005 TO

N/A

N/A

FOB: Destination

The following Delivery Schedule item has been added to CLIN 0301:

**DELIVERY DATE** 

31-MAR-2007

QUANTITY

SHIP TO ADDRESS

UIC

POP 01-APR-2006 TO

N/A

N/A

N/A

FOB: Destination

The following Delivery Schedule item has been added to CLIN 0302:

**DELIVERY DATE** 

QUANTITY

SHIP TO ADDRESS

UIC

POP 01-APR-2006 TO

N/A

31-MAR-2007

FOB: Destination

# 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 \$3,118,000.00 from \$10,029,972.00 to \$13,147,972.00.

#### CLIN 0101:

AK: 9740400.2520 60901598C 2312 012123 BMDO0137589694was increased by \$3,118,000.00 from \$0.00 to \$3,118,000.00

The contract ACRN AK has been added.

Contract Ceiling:

\$15,747,760.55

Obligated Funds:

\$13,147,972.00 Estimated Funds Exhaust Date: October 31, 2004

**Unobligated Ceiling:** 

\$ 2,599,788.55

AMENDMENT OF SOLICITA	TION/MODIF	CATION OF CONTRACT		1. CONTRACT	ID CODE	PAGE OF PAGES
The state of the s		CATION OF CONTRACT		U		1   2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT	NO (If applicable)
P00017	01-Арг-2004	<u> </u>				
6. ISSUED BY CODE	HQ0006	7. ADMINISTERED BY (If other than item 6)		COL	E \$051	12A
MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		DCMA VAN NUYS 6230 VAN NUYS BOULEVARD VAN NUYS CA 91401-2713				
8. NAME AND ADDRESS OF CONTRACTOR (	No., Street, County, Sta	ate and Zip Code)	94	A. AMENDME	NT OF SO	LICITATION NO.
ENGINEERING MANAGEMENT CONCEPTS, INC PATRICK D. HAUN 295 WILLIS DRIVE SUITE B CAMARILLO CA 93010		,	96	B. DATED (SE	E ITEM II	)
Chief Inc.			X 10	A. MOD, OF Q0006-02-C	CONTRAC 0037	T/ORDER NO.
CODE 1DB04	The CH IT COOK			B. DATED (S 7-Nov-2002	SEE ITEM	13)
	THIS ITEM ONLY A	PPLIES TO AMENDMENTS OF SOLIC				
The above numbered solicitation is amended as set forth in		<del></del>		xiended,	is not exte	nded.
Offer must acknowledge receipt of this amendment prior (a) By completing thems 8 and 15, and returning or (c) By separate letter or relegram which includes a reference ECEIVED AT THE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. If hy virtue of this ame provided each telegram or letter makes reference to the so	copies of the amendment rence to the solicitation and RECEIPT OF OFFERS PRI adment you desire to change ficitation and this amendmen	: (b) By acknowledging receipt of this amendment amendment numbers. FAILURE OF YOUR ACK OR TO THE HOUR AND DATE SPECIFIED Ma : an offer already submitted, such change may be t	on each on NOWLE AY RESU nade by t	copy of the offer a DGMENT TO BE JET IN elegram or letter,		
		) MODIFICATIONS OF CONTRACTS/		RS.		<del></del>
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	<del> </del>	T/ORDER NO. AS DESCRIBED IN ITE thority) THE CHANGES SET FORTH IN		14 ARE MAD	E IN THE	
B. THE ABOVE NUMBERED CONTRACT/OI office, appropriation date, etc.) SET FORTH				GES (such as o	hanges in p	aying
X C. THIS SUPPLEMENTAL AGREEMENT IS E Mutual Agreement of the Parties	NTERED INTO PURS	UANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and aut	hority)					
E. IMPORTANT: Contractor is not,	X is required to sign	this document and return 2	copies	to the issuing	office.	
DESCRIPTION OF AMENDMENT/MODIFIC.     where feasible.)     The purpose of this modification is to extend the purpose of this modification is to extend the purpose of this modifications.  FIAC phases 4 and 5 added via modifications.	he period of performa	ance of CLIN 0001 through August 31				iele
Except as provided herein, all terms and conditions of the docu	ment referenced in Item 9A (	or 10A, as heretofore changed, remains unchanged	aped in fi	ul) force and effect	ı	
ISA. NAME AND TITLE OF SIGNER (Type or pr		16A. NAME AND TITLE OF CON	ITRAC	TING OFFICE	R (Type or	print)
Kristine in Gardner	V.P. Program	ns TEL: Contracting Of		MAIL.		A ALTE MALTER
ISB. CONTRACTOR/OFFEROR	ISC. DATE STONED	16B. UNITED STATES OF AMER	ICA		[16	C. DATE SIGNED
Kristine M X Jardner	5/26/04	BY // auc/ soper			(	6/6404
(Signature of person authorized to sign)	1 1 (	(Signature of Contracting Offi	icer)			

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

#### SUMMARY OF CHANGES

#### SECTION F - DELIVERIES OR PERFORMANCE

The revision to the delivery schedule is strictly to allow the Contractor to complete FIAC Phases 4 and 5, which were added via modifications P00012 and P00015 respectively. This period of performance extension will allow the Contractor to invoice the non-recurring costs to the appropriate CLIN funded for this contract effort.

The following Delivery Schedule item for CLIN 0001 has been changed from:

**DELIVERY DATE** 

31-MAR-2004

QUANTITY

SHIP TO ADDRESS

UIC

POP 01-APR-2002 TO

N/A

N/A

N/A

FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

HQ0006

POP 01-APR-2002 TO

31-AUG-2004

MISSILE DEFENSE AGENCY (MDA)

HARVEY PLAYER

7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100

(703) 697-8508 FOB: Destination

The CLIN Funding Matrix is unchanged and remains as follows:

CLIN 0001

\$10,029,972.00

CLIN 0101

\$ 3,118,000,00

Total

\$13,147,972.00 Estimated Funds Exhaust Date: 31 October 2004

Contract Ceiling

\$15,747,760.55

Obligated Funds

\$13,147,972.00

Unobligated Ceiling

\$ 2,599,788.55

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			PAGE OF PAGES		
					1 7
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT N	(O.(If applicable)
P00018	01-May-2004				
6. ISSUED BY CODE	HQ0006	7. ADMINISTERED BY (If other dun item 6) DCMA VAN NUYS	COL	S0512	Α
MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		6230 VAN NUYS BOULEVARD VAN NUYS CA 91401-2713			
The above numbered solicitation is amended as set forth it  Offer must acknowledge receipt of this amendment prior  (a) By completing items 8 and 15, and returning	FACILITY COD. THIS ITEM ONLY A n Item 14. The hour and dat to the hour and date specific copies of the amendmen	E PPLIES TO AMENDMENTS OF SOLIC  e specified for receipt of Offer  ad in the solicitation or as amended by one of the folicity of the solicity	is extended, [ towing methods: on each copy of the offer.	CONTRACT 0037 SEE ITEM 13 is not extend	/ORDER NO.
or (c) By separate letter or telegram which includes a refe RECEIVED AT THE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. If by virtue of this ama provided each telegram or letter makes reference to the st	RECEIPT OF OFFERS PR endment you desire to chang	IOR TO THE HOUR AND DATE SPECIFIED MA e an offer already submitted, such change may be no	Y RESULT IN ade by telegram or fetter,		
12. ACCOUNTING AND APPROPRIATION DAT		THE DIE COLUMN AND THE OPENING FOOD AND MADE	o specifico.		
See Schedule					
		O MODIFICATIONS OF CONTRACTS/ CT/ORDER NO. AS DESCRIBED IN ITE			
A. THIS CHANGE ORDER IS ISSUED PURSI 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 I Mutual Agreement of the Parties	ENTERED INTO PUR	SUANT TO AUTHORITY OF:			
D. OTHER (Specify type of modification and au	thority)				
E. IMPORTANT: Contractor is not,	X is required to sign	n this document and return 2	copies to the issuing	office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to increase the contract ceiling for the additional security requirements in the CTX Source Selection area, incorporate SOW attachment 1B, revise the SOW in accordance with the new shuttle schedule and bus size and re-incorporate Section 5.1 added via modification P00009, revise the FLHER CDRL, and provide incremental funding in the amount of \$621,466.00. See page 2.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.  15A. NAME AND TITLE OF SIGNER (Type or print)  16A. NAME AND TITLESSEPONTRACTING OFFICER (Type or print)					
15A. NAME AND TITLE OF SIGNER (Type or pi				ar (1) proof p	1 11114
Kristine M Gardner	15C. DATE SIGNED	16B. UNITED STATES OF AMERI		16C	. DATE SIGNED
Kanting m Hardner	9-29-0	////a/a /26		/	0/7/04
(Signature of person authorized to sign)	7-27-0	(Signature of Contracting Office	cer)		7 - 7 - 7

EXCEPTION TO \$F 30 APPROVED BY OIRM 11-84

30-105-04

\$457,633.00

\$163,833.00

# SECTION SF 30 BLOCK 14 CONTINUATION PAGE

# **SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$621,466.00 from \$15,747,760.55 to \$16,369,226.55.

# SECTION B - SUPPLIES OR SERVICES AND PRICES

#### CLIN 0103 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103 EXERCISED OPTION	Enhanced FIAC CPFF				
	Provide enhanced FIAC to	support MDA/RI	M as required.		
			ESTIM	ATED COST	\$0.00
				FIXED FEE	\$0.00
			TOTAL EST	COST + FEE	\$0.00
	Funded Amount				\$0.00
FOB:	Destination				
5	SUBCLIN 0103AA is adde	d as follows:			
ITEM NO 0103AA	SUPPLIES/SERVICES	QUANTITY	UNIT Group	UNIT PRICE	AMOUNT
EXERCISED OPTION	Phase IV FIAC CPFF				
	Phase IV CTX Source Sel- coefficient rating as specif business of a sensitive natu 1B)	fied by MDA/SISC	) in order for (	CTX to conduct	
			ESTIM	ATED COST	\$593,115.00
				FIXED FEE	\$28,351.00
			TOTAL FST	COST + FEE	\$621,466.00

TOTAL EST COST + FEE

FOB: Destination

ACRN AL Funded Amount

ACRN AM Funded Amount

The following full-text items have been modified:

#### **B-2** ESTIMATED COST AND FIXED FEE

The total estimated cost and fixed fee of this contract, including all options that may be exercised by the Government, are:

**Estimated Cost:** 

\$26,041,826.55

Fixed Fee:

\$ 1,448,107,00

Estimated Cost-Plus-Fixed-Fee:

\$27,489,933.55

# SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0103 and SUBCLIN 0103AA:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

Destination

Government

Destination

Government

#### SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0103:

**DELIVERY DATE** 

QUANTITY

N/A

SHIP TO ADDRESS

UIC

HQ0006

POP 01-APR-2004 TO

31-MAR-2005

MISSILE DEFENSE AGENCY (MDA)

)

HARVEY PLAYER

7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100

(703) 486-6907

FOB: Destination

The following Delivery Schedule item has been added to SUBCLIN 0103AA:

N/A

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

HQ0006

POP 01-MAY-2004 TO

26-NOV-2004

MISSILE DEFENSE AGENCY (MDA)

HARVEY PLAYER

7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100

(703) 486-6907 FOB: Destination

# G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

CLINs may be funded by multiple accounting classifications. The Contractor shall submit vouchers as required by provision G-5. The Defense Finance and Accounting Service (DFAS) will make payments from those Accounting Classification Reporting Numbers (ACRNs) assigned to each CLIN. Payments by the paying office of both cost and fee are to be made by CLIN, from the earliest available funds by fiscal year as identified by ACRN.

The following ACRNs and funding amounts apply to CLIN 0001

	Net Change This Mod Only	Total
The following funds obligated on SubCLIN 000101 ACRN AA:	\$0	\$2,988,047.00
The following funds obligated on SubCLIN 000102 ACRN AB:	\$0	\$380,000.00
The following funds obligated on SubCLIN 000102 ACRN AC:	\$0	\$639,402.00
The following funds obligated on SubCLIN 000102 ACRN AD:	\$0	\$1,135,112.00
The following funds obligated on SubCLIN 000102 ACRN AE:	\$0	\$1,113,502.00
The following funds obligated on SubCLIN 000102 ACRN AF:	\$0	\$626,079.00
The following funds obligated on SubCLIN 000102 ACRN AG:	\$0	\$96,710.00
The following funds obligated on SubCLIN 000102 ACRN AH:	\$0	\$1,286,880.00
The following funds obligated on SubCLIN 000102 ACRN AJ:	\$0	\$20,240.00
The following funds obligated on SubCLIN 000103 ACRN AK:	\$0	\$1,744,000.00
Total CLIN 0001 funding:	\$0	\$10,029,972.00

The following ACRNs and funding amounts apply to CLIN 0101

	Net Change This Mod Only	Total
The following funds obligated on ACRN AK:	\$0	\$3,118,000.00
Total CLIN 0101 funding:	\$0	\$3,118,000.00

The following ACRNs and funding amounts apply to CLIN 0103

	Net Change This Mod Only	Total
The following funds obligated on SubCLIN	\$457,633.00	\$457,633.00
0103AA ACRN AL:		
The following funds obligated SubCLIN 0103AA	\$163,833.00	\$163,833.00
ACRN AM:		
Total CLIN 0004 funding:	\$621,466.00	\$621,466.00

# G-8 ALLOTMENT OF FUNDS

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), through the estimated funds exhaustion date is as follows:

CLIN 0001:	\$10,029,972.00
CLIN 0101;	\$ 3,118,000.00
CLIN 0103:	\$ 621,466.00
Total:	\$13,769,438.00

Estimated funds exhaustion date: October 31, 2004

#### G-9 **ACCOUNTING AND APPROPRIATION DATA**

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$621,466.00 from \$13,147,972.00 to \$13,769,438.00.

#### SUBCLIN 0103AA:

Funding on SUBCLIN 0103AA is initiated as follows:

Acctng Data: 9740400.2520 40603882C 2525 012123 BMDO0145903486

Increase: \$457,633.00 Total: \$457,633.00

ACRN: AM

Acctng Data: 9740400.2520 40603886C 2525 012123 BMDO0145903486

Increase: \$163,833.00 Total: \$163,833.00

AA:

9720400.2520 40603882C 2599 012123 BMDO 012 485 8746

AMOUNT: \$2,988,047.00

9730400.2520 40603882C 2525 012123 BMDO0127161954

AMOUNT: \$380,000.00

AC:

9730400.2520 60901598C 2599 012123 BMDO0134693825

AMOUNT: \$639,402.00

9730400.2520 60901598C 2599 012123 BMDO0134693826

AMOUNT: \$1,135,112.00

9730400.252040603883C 2518 012123 BMDO0134703828

AMOUNT: \$1,113,502.00

AF:

9730400.2520 40603883C 2518 012123 BMDO0135194765

AMOUNT: \$626,079.00

AG:

9730400,2520 60901598C 2525 012123 BMDO0135405159

AMOUNT: \$96,710.00

AH:

9720400.2520 40603880C 2599 012123 BMDO0136697564

AMOUNT: \$1,286,880.00

9730400.2520 40603882C 2523 012123 BMDO0136687558

AMOUNT: \$20,240.00

9740400.2520 60901598C 2312 012123 BMDO0137589694

AMOUNT: \$4,862,000.00

AL:

9740400.2520 40603882C 2525 012123 BMDO0145903486

AMOUNT: \$457,633.00

AM:

9740400,2520 40603886C 2525 012123 BMDO0145903486

AMOUNT: \$163,833.00

#### H-4 PUBLIC RELEASE OF INFORMATION

- 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 Operating Manual" (DoD 5220.22-M).
- b. All public information materials prepared by the Contractor shall be submitted to the MDA (see paragraph e. below) for clearance prior to release. These materials include, but are not limited to, technical papers, and responses to news queries that relate to a Contractor's work under this contract.
- c. However, once information has been cleared for public release, it does not have to be cleared again for later use. The information shall be used in its originally cleared context.
- d. The MDA Director for Communications is responsible for processing Contractor-originated material for public release.
  - e. All material to be cleared shall be sent to:

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

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

- f. The Contractor shall submit the material proposed for public release to the above addressee by a letter of transmittal that states: (1) to whom the material is to be released; (2) the desired date for public release; (3) that the material has been reviewed and approved by officials of the Contractor, or the subcontractor, for public release; (4) the contract number and the applicable COR.
- g. Two (2) copies of each item, including written material, photographs, drawings, "dummy layouts" and the like shall be submitted at least six (6) weeks in advance of the proposed release date.
  - h. The items submitted must be complete. Photographs shall have captions
- i. Abbreviated materials or abstracts may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, final approval for release or disclosure of the material cannot be given on the basis of abstracts.
  - j. Outlines or rough drafts will not be cleared.
- k. Materials submitted to MDA for release purposes shall be void of all Contractor logos or other attributions to the Contractor.

# PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

# **SECTION J - LIST OF ATTACHMENTS**

EXHIBIT A	Contract Data Requirements Lists (DD Form 1423-1, 7 pages, dated March 1, 2002 and September 20, 2004)
ATTACHMENT 1	Statement of Work titled: "Financial Integration and Assessment Center" (6 pages, dated September 20, 2004)
ATTACHMENT 1B	Statement of Work titled: "Phase IV CTX Source Selection Change Orders" 1 page, dated September 20, 2004)
ATTACHMENT 2	Contract Security Classification Specification (DD Form 254, 9 pages)
ATTACHMENT 3	OCI Analysis/Disclosure Form (dated April 1, 2002)
ATTACHMENT 4	Technical Background and Management Plan (dated March 25, 2002)
ATTACHMENT 5	Government Furnished Equipment (Will be provided and incorporated into this contract at time of installation)

# CONTRACT DATA REQUIREMENTS LIST

FOR

# FINANCIAL INTEGRATION AND ASSESSMENT CENTER

MDA/RM

**SEPTEMBER 20, 2004** 

PREPARED BY
MISSILE DEFENSE AGENCY

#### A. <u>INTRODUCTION</u>

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

#### B. APPLICABLE DOCUMENTS

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

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

#### C. <u>AUTHORITIES (BLOCK 4)</u>

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

#### D. APPROVAL (BLOCK 8)

Selected data will require approval before their submission is considered final. The approving authority shall be the MDA/RM 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. <u>DEFINITIONS OF ACRONYMS AND ABBREVIATIONS</u>

DI Block	<b>Entry</b>	<u>Definition</u>
7	LT	Letter of transmittal
8	N/A	Not applicable
9	N/A	Not applicable
10	ASREQ As re	equired
	ANNLY Ann	ually
	MTHLYMon	thly
11	N/A	Not applicable
12	DAC	Days after contract initiation
13	xx DARP	xx Days After Reporting Period
14	ĹT	Letter of transmittal

#### I. ADDRESSEE LIST

Block 14

Entry Complete Mailing Address

MDA/RM MDA /CT, or MDA /RMC	Missile Defense Agency ATTN: MDA / Federal Office Building 2 – Navy Annex 1301 Southgate Road Arlington, VA 22202
DTIC	Defense Technical Information Center ATTN: DTIC-FDAC 8725 John J. Kingman Road Fort Belvoir, VA 22060-6218
BIRC	BMD Information Resource Center

Federal Office Building 2 – Navy Annex 1301 Southgate Road Arlington, VA 22202

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)				Form Approved OMB No. 0704-0188			88				
DIRECTORY, SHIPE I ZUM, ACHINGRON,	offection of information is extinuted to avenue of the course of the cou	rage I 10 hours per lieution of informa agement and Budg	response, including the time for re- tion, isolading suggestates for red it, Paperwork Reduction Project (6	eviowing lucing thi 0704-018	untractions, statelling existing data me a burdee, to Department of Defense, Wi \$), Washington, DC 20503. Please DO	eroes, gutbering and mateins whitegen Headquarters Serv NOT RETURN your form!	uing the date nyeded, and o rices, Directande for Inform a either of those addresses.	complexing and review nation Operations and Send completed for	ring the sollecti Reports, 1215 as to the Govern	on of info Jefferson sment issue	reaction. Devis
Contracting Officer for the Contract  A. CONTRACT L.		B. EXHI	BIT	lc.o	CATEGORY						
	02, 0202, 0302		Α		TIDPTM_	OTHER	XX				
D. SYSTEM/ITEM	4		E. CONTRACT/I	PR. N		F. CONTRAC	TOR				
Financial Integ	gration and Assessment (	Center						_			
	1		HQ0006-02-C-0	0037		Engineering	Management C	Concepts			
1. DATA ITEM NO.	2. TITLE OF DATA	ITEM				3. SUBTITLE					
A001			Status Report				Monthly :	Status Repoi	ts		
4. AUTHORITY (	AUTHORITY (Data Acquisition Document No.) 5. CONTRACT REFERENCE			6. REQUIRIN	G OFFICE						
DL-MG	MT-80368/T, Jun. 1987		so	)W 7.	0, Contract Clause C-	l	ŀ	MDA/I	м		
7. DD 250 REQ	9. DIST	10. FREC	I TUNICY	112	DATE OF FIDET COL	DMISSION		14. DISTRIE			
LT	STATEMENT	10. FREC	MTHLY	12. DATE OF FIRST SUBMISSION  See Block 16			14. DISTRIE	T			
	REQUIRED			┡	Ste Block I				b. COPIES		ES
8. APP CODE	С	11. AS O	F DATE		DATE OF SUBSEQU	ENT			Final		Saul
N/A			0	1201	BMISSION 20 DARP		a, ADDR	Beer	Draft	$\vdash$	Repro
16. REMARKS	<u></u>	L		_	2021110		MDA/RM	LONEE	Dian	Reg	кери
IO. REWIARRS							MUAKW		1	1	
Block 4: Format an	nd Content shall be propo	osed by the	Contractor for Cor	ntract	ing Officer Representa	ative approval.	MDA/CT		0	1	
Diank 9, May 00-4					1.00		MDA/RMC -	Data			
	ractor shall submit drafts rmance standards establi					at and content	Manager		0	ĻТ	
,									ļ		
•	Consideration of pre					F.1			₩	ļ	<u> </u>
•	Brief, out complete i	ntormattor	i in clear, concise, e	asity	understood, and unam	ibiguous terms.			_	<u> </u>	ļ <u> </u>
	ays shall be allowed for sion of a final draft.	MDA/RM	review and comme	nt fo	llowed by three (3) wo	rking days for			-		
m									<del>                                     </del>		$\vdash$
reporting period fro	on is due twenty calendar om the date of contract in prior month's activities.										
the moduli for the p	nior month s activities.								ļ		_
m: 1 44									<b>├</b>		<del> </del>
Block 14:							<u> </u>		-	_	<b> </b>
· ·	e by electronic media un									<u> </u>	
	all be compatible with ex	kisting MD	A/RM word proces	sing,	spreadsheet, and datal	oase					├
applications.											<b>-</b>
b. Other distribution	on, affecting total copy r	equiremen	ts, will be required	deper	ndent upon presentatio	n participation,			<del> </del>		├─╌
and shall be coordi	nated with the Contracti	ng Omcer	s Representative pr	rior to	nnal document subm	1\$\$1011.					<del> </del>
									1	$\vdash$	-
									<del> </del>	$\vdash$	$\vdash$
							<u> </u>				<del>                                     </del>
							<del></del> -			$\vdash$	
							<u></u>			$\vdash$	<del>                                     </del>
							16 000011				$\vdash$
							15. TOTAL				
							$\Rightarrow$			2	
G. PREPARED BY	7		H. DATE		I. APPROVED BY			J. DATE			
Mr. Billy Love, N			03/01/02			allace, BMDO/RMC 03/01/02					

## COMPANY NAME COMPANY ADDRESS

#### MONTHLY STATUS REPORT

**Month Year** 

Submitted to: Missile Defense Agency MDA/RM

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

> Distribution: MDA/RM MDA/CT

> > Page 2

#### MONTHLY STATUS REPORT

#### I. SUMMARY

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

#### II. BODY OF REPORT

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

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

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

- B. Contract Deliverable Status: A brief statement of the status of each deliverable end item as required by the contract.
- C. Appendices: Appendices (where applicable) for tables, references, charts, or other descriptive material. Each Appendix shall be identified and referenced in the appropriate area of the report.

CONTRACT DATA REQUIREMENTS LIST (1 Data Hem)					Form Approved OMB No. 0704-0188						
Public reporting burden for this colle Send constraints regarding this burden Highway, Sults 1204, Arhington, YA Costracting Officer for the Contract?	etion of information is estimated to ave a estimate or any office aspect of this col 22/202-4302, and to the Office of Mana PS No. (inset in Block E	regs 110 bours per r Rection of informati speciment and Bodget	response, including the time for m ion, including suggestions for red , Paperweek Reduction Project (0	eviewing ocung that 0704-0188	instructions, searching existing data acc s burden, to Department of Defease, We 8), Washington, DC 20503. Please DO	arces, gethering and mainte schingson Headquarters Scr NOT RETURN your form	ining the data needed, and o viscus, Directorate for Inform to either of these addresses.	completing and review auton Operations and Send completed form	ing the collecti Reports, 1215 ata the Covern	on of inlov Jeffertus rocet issui	metics Davis
A. CONTRACT LIN	IE ITEM NO.	В. ЕХНІВ	BIT	C. C	CATEGORY						
	, 0202, 0302		A		TDPTM	OTHER_	XX				
D. SYSTEM/ITEM		_	E. CONTRACT/E	PR. N	O	F. CONTRAC					
Financial Integra	tion and Assessment (	Center	HQ0006-02-C-0	0037		Engineering I	Management Co	ncepts			
NO.	2. TITLE OF DATA		- H	71		3. SUBTITLE					
A002			r Hour Expenditur			<u> </u>					
4. AUTHORITY (Da	nta Acquisition Docum	ent No.)	5. CONTRACT R		RENCE intract Clause C-1		6. REQUIRIN	IG OFFICE			
	L-81537, Mar. 1997	т					MDA/F	RM			
, ,	9. DIST STATEMENT	10. FREQ	UENCY MTHLY	12.1	DATE OF FIRST SUP See Block 1		···	14. DISTRIE	I		
8. APP CODE	REQUIRED N/A	11. AS OF	DATE		DATE OF SUBSEQU	ENT	-			COPI	
N/A			0	SOF	3MISSION 20 DARP		a. ADDR	ESSEE	Draft	-	inal Repro
16. REMARKS	"-	1		<u> </u>			MDA/CT	DUOLLE	0	1	recpio
prepared electronical	on to MDA/CT shall be ly and submitted electrish a Contractor accou	ronically us	sing the Combined	Acqu	usition Reporting and		15. TOTAL				
							$\Rightarrow$		0	1	
G. PREPARED BY Mr. Harvey Player,	MDA/RM		H. DATE 9/20/04		I. APPROVED BY Mr. Michael Walla	ce, BMDO/RM	С	J. DATE 9/20/04			

# STATEMENT OF WORK FOR FINANCIAL INTEGRATION AND ASSESSMENT CENTER FOR THE MISSILE DEFENSE AGENCY

#### 1.0 BACKGROUND

The current administration has made ballistic missile defense a top national security program, which has resulted in an increase in the scope of the Missile Defense Agency (MDA) mission and a corresponding need to restructure the organization to include additional MDA programs. This has created a critical situation in terms of being able to provide integrated financial services to ensure effective integration of MDA financial products, such as earned value analyses, cost estimates, and budget execution data to support the development of an auditable Annual Financial Statement, and to ensure compliance with applicable financial laws and regulations.

#### 2.0 PURPOSE

To provide a Financial Integration and Assessment capability to integrate MDA financial services and products and to develop an auditable Annual Financial Statement. A central location will enhance the integration of these fiscal products to support MDA's mission and facilitate compliance with applicable financial laws and regulations.

#### 3.0 SCOPE

The scope of work is to provide MDA with Financial Integration and Assessment capability to integrate MDA financial services and products and facilitate compliance with applicable financial laws and regulations. The contractor shall provide MDA the capability to carry out this critical core planning required to satisfy expanded MDA mission requirements. The contractor shall plan to facilitate the intricate and detailed functions of cost estimating, financial analysis and accounting, earned value management, performance measurement analysis, and related information management to support the automation of these processes. Co-location of these activities will create synergy among these functions and facilitate the sharing of programmatic material and information, and enhance productivity. Establishment of this automated, safe guarded, and administered annex provides for an effective and efficient centralized capability for the collection, analysis, assessment, development, and integration of MDA financial services, including classified materials.

#### 4.0 APPLICABLE DOCUMENTS

- 4.1 DOD 5220.22M, National Industrial Security Program Operating Manual (NISPOM), January 1995.
- 4.2 MDA FOB2 Concept of Operations
- 4.3 Other applicable documents in effect at the time of contract initiation.

#### 5.0 TASK DESCRIPTION

The contractor shall perform the following task to provide a financial integration and assessment capability to include the following services and/or resources:

The contractor shall provide the managerial, technical, and administrative resources required to ensure the development and integration of MDA financial functions and products to produce essential Agency financial services, including an auditable Annual Financial Statement. In addition, enhanced Financial Integration and Assessment capabilities are required to ensure the development and integration of MDA financial functions and products. This includes activities related to MDA proegram planning and acquisition strategy, programming, and invetment analysis. The enhanced programming capability is cital to ensure adequate interplay of these carious Planning, Programming and Budgeting (PPBS) activities to develop timely, sufficient acquisition program justification for OSD and the Congress. Incorporation of investment analysis capability is required to understand various analyses related to current performance and business investment options. This encompasses establishing and operating a facility to co-locate requisite government personnel and support contractors to facilitate the development and integration of financial products. Facility operation will include but not be limited to providing shuttle services, security and access control, telecommunications, office equipment, conference capabilities, video teleconferencing, logistics, and maintenance. The Contractor will support MDA operations by providing shuttle bus transportation as follows: five (5) shuttle buses operating between FOB2, Crystal City, Sequoia Plaza and the Suffolk Building every fifteen minutes in a continuous loop, Monday through Friday from 5:30 a.m. - 7:30 p.m., using a minimum seating capacity of 18 seats per shuttle, ADA-compliant. Two drivers will be used for each bus to provide the shuttle service for 14 hours each workday. The contractor will support financial integration activities by using key integrating and comparative tools of earned value management and cost estimating; by providing a facility for the co-location of requisite cost estimating, financial analysis and accounting, earned value management, and information management personnel; by providing computer work stations and a Local Area Network to provide connectivity among facility work stations; and by providing conference rooms and supporting meetings and conferences necessary for development of integrated financial products. Co-location of these activities will create synergy among these functions and facilitate the sharing of technical and programmatic

material and information, and enhance productivity. These financial functions and products include compliance with the requirements of the Chief Financial Officer Act, the Senior Financial Management Oversight Council, and the Tri-Annual Review of Commitments, Obligations, and Unliquidated Obligations using key integrating and comparative tools of earned value management and cost estimating. The contractor shall have knowledge of and access to support the Program, Planning, and Budgeting System (PPBES) documentation and analysis, Acquisition Plans, individual acquisition program baselines (APBs), contract baselines/baseline reviews, including schedules, budgets, funding, and estimates-at-completion to facilitate the integration of data. This organized and correlated program financial data will (1) permit integration of programs and contract objectives and schedules with cost estimating, resource planning, and budget execution and reporting; (2) facilitate compliance with external financial management, accounting, and auditing laws and regulations; and (3) promote financial efficiency, effectiveness, and timeliness. The contractor shall facilitate the development and maintenance of these integrated financial assessments for compliance with financial laws and directives including the following:

- Chief Financial Officer Act (CFOA)- the CFOA requires the MDA to prepare an Annual Financial Statement (AFS) that is compliant with the standards and principals identified in the CFOA. Preparation of the AFS requires timely, organized, correlated, and accurate financial data. Preparation of the AFS also requires personnel with knowledge of the Financial Management Improvement Program, the Federal Financial Manager's Integrity Act, and the Federal Financial Accounting Standards and their timely implementation. The CFOA also requires that MDA obtain a Certified Public Accountant assessment and audit of the AFS. One of the primary goals of the CFOA is for the Department of Defense to receive unqualified audits by an independent Certified Public Accounting (CPA) firm of all department Financial Statements. As part of this activity, MDA must continue improving financial systems and processes, conducting general and application control reviews, cleansing data, compiling financial reports, and preparing for future audits of financial statements. Co-location of the functions of cost estimating, financial analysis and accounting, earned value management, internal assessments, and information management and technology will greatly facilitate MDA compliance with CFOA requirements.
- Senior Financial Management Oversight Council (SFMOC)- In January 2001, The Department of Defense created the SFMOC to oversee and monitor actions needed to ensure that DoD critical accounting, finance, and feeder systems complied with federal financial management requirements. This process consists of five Phases: awareness, evaluation, renovation, validation, and compliance. MDA is one of the 9 designated Defense Agencies required to complete this process. To comply with Phase 1 of the process, MDA personnel are in the process of mapping the flow of financial transactional information from points of origin to reporting in the various

lines on the Annual Financial Statement and complying with the other criteria under Phase 1. The contractor will facilitate this process by co-locating the functions of cost estimating, financial analysis and accounting, performance measurement analysis, and information management and technology.

- Tri-Annual Review of Commitments, Obligations, and Unliquidated Obligations-The Department of Defense Financial Management Regulations require MDA to conduct a tri-annual review of commitments, obligations, and unliquidated obligations. This requirement entails a detailed review of all Procurement, Research, Development, Testing and Evaluation and Military Construction funds in excess of \$200,000. This review must be completed within 14 days after January 31, May 31, and September 30, and a formal signed confirmation statement must be prepared and forwarded to the Department of Defense, Office of the Deputy Comptroller. The contractor shall facilitate this Tri-Annual Review process by co-locating the necessary data, automation, and review functions.
- Promote Efficiency, Effectiveness, and Timeliness- Besides compliance with various external financial laws and directives, the contractor shall promote increased financial efficiency, effectiveness, and timeliness. These co-located MDA activities will facilitate the linkage of budget and accounting processes, the execution of internal financial management improvement studies with program contract baseline cost, schedule, and risk analysis, and the monitoring of property accountability and documentation.

#### 5.1 SECURITY SERVICES

(b)(2)

#### 6.0 PERIOD OF PERFORMANCE

The period of performance shall be for a base period of 2 years from the start of the contract with 3 one-year options.

#### 7.0 DELIVERABLES

The contractor will provide the government with a monthly status report covering all areas of this statement of work. The report will be provided 20 days after the completion of the reporting period.

# 8.0 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COR) AND TECHNICAL ASSISTANT (TA).

The COR and TA for this contract is Mr. Harvey Player, MDA/RM, phone (703) 486-6907.

5 vil. : Attachment 1B HQ0006-02-C-0037 10/25/2004 (b)(2)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE		F PAGES
			U	l	1 1	4
2. AMENDMENT/MODIFICATION NO. P00019	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT I	NO.(II appli	(Cable)
6. ISSUED BY CODE	25-Oct-2004	2 A DAMINISTERED DV (15 de des des de de	CO	DE \$0512	ν Δ	
MISSILE DEFENSE AGENCY (MDA)	HQ0006	7. ADMINISTERED BY (If other than item 6) DCMA VANNUYS	CO	DE GOOTZ	20	
7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		6230 VAN NUYS BOULEVARD VAN NUYS CA 91401-2713				
WASHING FOR DC 2000 F7 JQQ						
8. NAME AND ADDRESS OF CONTRACTOR ENGINEERING MANAGEMENT CONCEPTS, INC	(No., Street, County	, State and Zip Code)	9A. AMENDM	ENT OF SC	DLICITAT	TION NO.
PATRICK D. HAUN 295 WILUS DRIVE SUITE B			9B. DATED (S	SEE ITEM 1	1)	
CAMARILLO CA 93010			104 MOD OF	CONTRAC	T/OPDE	P NO
		[2	10A. MOD. OF HQ0006-02-C-	0037	TORDE	K NO.
		,	10B. DATED	(SEE ITEM	13)	
CODE 1DB04	LISTEM ONLY AR	PLIES TO AMENDMENTS OF SOLIC	127 (107 2002			
The above numbered solicitation is amended as set fort			is extended,	is not exten	ided.	
Offer must acknowledge receipt of this amendment p					idea.	
(a) By completing Items 8 and 15, and returning		nt; (b) By acknowledging receipt of this amendm			d;	
or (c) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR T						
REJECTION OF YOUR OFFER. If by virtue of this a	mendment you desire to cl	range an offer already submitted, such change ma	y be made by telegram			
provided each telegram or letter makes reference to the		endment, and is received prior to the opening ho	ar and date specified.			
12. ACCOUNTING AND APPROPRIATION D. See Schedule	AIA (II required)					
13. THIS ITEM		MODIFICATIONS OF CONTRACTS/				
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/Conflice, appropriation date, etc.) SET FOR				such as chang	ges in pay	ring
C. THIS SUPPLEMENTAL AGREEMENT I			~ ·			
X D. OTHER (Specify type of modification and FAR 52.232-22 "Limitation of Funds"	authority)	, 100 Miles II				
E. IMPORTANT: Contractor X is not, is required to sign this document and return copies to the issuing office.						
t4. DESCRIPTION OF AMENDMENT/MODIF where feasible.) The purpose of this modification is to provide				t subject ma	tter	:
						- 1
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 o		16A. NAME AND TITLE OF CO MARC LESSER / CONTRACTING OFFICER,	NTRACTING OF		e or print	()
		TEL: (703) 882-6428	EMAIL: marc.lesse	n@mda.osd.mil		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI	16B. UNITED STATES OF AMER		16C	. DATE S	SIGNED
		BY Mac Se	-	25	-Oct-200	4
(Signature of person authorized to sign)	<u></u>	(Signature of Contracting Off	icer)			

#### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

#### SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 010101 is added as follows:

ITEM NO SUPPLIES/SERVICES

QUANTITY

UNIT UNIT PRICE

AMOUNT

010101

Incremental Funding for CLIN 0101

**CPFF** 

ESTIMATED COST

\$0.00

FIXED FEE

\$0.00 \$0.00

TOTAL EST COST + FEE

\$3,118,000.00

ACRN AK Funded Amount

FOB: Destination

SUBCLIN 010102 is added as follows:

ITEM NO 010102 SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

Incremental Funding for CLIN 0101

**CPFF** 

ESTIMATED COST

\$0.00

FIXED FEE

\$0.00

TOTAL EST COST + FEE

\$0.00

ACRN AN Funded Amount

\_\_\_\_\_

\$2,137,358.00

FOB: Destination

The following have been modified:

#### G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

CLINs may be funded by multiple accounting classifications. The Contractor shall submit vouchers as required by provision G-5. The Defense Finance and Accounting Service (DFAS) will make payments from those Accounting Classification Reporting Numbers (ACRNs) assigned to each CLIN. Payments by the paying office of both cost and fee are to be made by CLIN, from the earliest available funds by fiscal year as identified by ACRN.

The following ACRNs and funding amounts apply to CLIN 0001

· · · · · · · · · · · · · · · · · · ·	Net Change This Mod Only	Total
The following funds obligated on SubCLIN 000101 ACRN AA:	\$0	\$2,988,047.00
The following funds obligated on SubCLIN 000102 ACRN AB:	\$0	\$380,000.00
The following funds obligated on SubCLIN 000102 ACRN AC:	\$0	\$639,402.00
The following funds obligated on SubCLIN 000102 ACRN AD:	\$0	\$1,135,112.00
The following funds obligated on SubCLIN 000102 ACRN AE:	\$0	\$1,113,502.00
The following funds obligated on SubCLIN 000102 ACRN AF:	\$0	\$626,079.00
The following funds obligated on SubCLIN 000102 ACRN AG:	\$0	\$96,710.00
The following funds obligated on SubCLIN 000102 ACRN AH:	\$0	\$1,286,880.00
The following funds obligated on SubCLIN 000102 ACRN AJ:	. \$0	\$20,240.00
The following funds obligated on SubCLIN 000103 ACRN AK:	\$0	\$1,744,000.00
Total CLIN 0001 funding:	\$0	\$10,029,972.00

The following ACRNs and funding amounts apply to CLIN 0101

	Net Change This Mod Only	Total
The following funds obligated on SubCLIN	\$0	\$3,118,000.00
010101 ACRN AK:		
The following funds obligated on SubCLIN	\$2,137,358.00	\$2,137,358.00
010102 ACRN AN:		
Total CLIN 0101 funding:	\$2,137,358.00	\$5,255,358.00

The following ACRNs and funding amounts apply to CLIN 0103

The tonouning Actions and funding amounts app	The tolowing Metris and funding amounts apply to Chili 0103					
	Net Change This Mod Only	Total				
The following funds obligated on SubCLIN	\$0	\$457,633.00				
0103AA ACRN AL:						
The following funds obligated SubCLIN 0103AA	\$0	\$163,833.00				
ACRN AM:						
Total CLIN 0004 funding:	\$0	\$621,466.00				

#### G-8 ALLOTMENT OF FUNDS

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), through the estimated funds exhaustion date is as follows:

 CLIN 0001:
 \$10,029,972.00

 CLIN 0101:
 \$5,255,358.00

 CLIN 0103:
 \$621,466.00

 Total:
 \$15,906,796.00

Estimated funds exhaustion date: March 31, 2005

#### 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 \$2,137,358.00 from \$13,769,438.00 to \$15,906,796.00.

#### CLIN 0101:

AK: 9740400.2520 60901598C 2312 012123 BMDO0137589694 was decreased by \$3,118,000.00 from \$3,118,000.00 to \$0.00

#### SUBCLIN 010101:

Funding on SUBCLIN 010101 is initiated as follows:

ACRN: AK

Acctng Data: 9740400,2520 60901598C 2312 012123 BMDO0137589694

Increase: \$3,118,000.00 Total: \$3,118,000.00

#### SUBCLIN 010102:

Funding on SUBCLIN 010102 is initiated as follows:

ACRN: AN

Acctng Data: 9750400.2520 60901598C 2311 012123 BMDO0146945547

Increase: \$2,137,358.00 Total: \$2,137,358.00

(End of Summary of Changes)

AMENDMENT OF SOLICITA	ATION/MODIFI	CATION OF CONTRACT		U	ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		<del></del>	5. PROJECT	NO.((f applicable)
P00020	01-Dec-2004				1	
ISSUED BY CODE HQ0006 7. ADMINISTERED BY (If other then fixen 6) CODE S0512A  MISSUE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 7. ADMINISTERED BY (If other then fixen 6) CODE S0512A  OCMA VAN MUYS 8230 VAN NUYS BOULEVARD VAN NUYS CA 91401-2713						ZA
8. NAME AND ADDRESS OF CONTRACTOR ( ENGUISERING MANAGEMENT CONCEPTS, INC PATRICK OF THE SHATE B CAMARILIO CA 93010	(No., Street, County, Sta	te and Zip Code)	×	DA. AMENDMI DB. DATED (SI OA. MOD. OF (Q0008-02-C	CONTRACT	VORDER NO.
CODE 10804	FACILITY CODE	3	1	27-Nov-2002		· <u></u>
		PPLIES TO AMENDMENTS OF SOLIC	ITAT	IONS		
Offer must acknowledge receipt of this amendeses prior (a) By completing theme 8 and 15, and reterming or (c) By separate lesser or telegram which includes a refi RECEIVED AT THE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. If by virtue of this on	The above numbered solicitation is amended as set forth in item 14. The hour and data specified for receipt of Offer  Is extended,  Is not extended.  Offer must acknowledge receipt of this amendences prior to the hour and data specified in the solicitation or as assessed by one of the following methods:					
12. ACCOUNTING AND APPROPRIATION DAT	l'A (If required)					
See Schedule						
IT MOD	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/O					changes in po	lying
office, appropriation date, etc.) SET FORTH  X C. THIS SUPPLEMENTAL AGREEMENT IS I  Mutual Agreement of the Parties			i USÇE	···		
D. OTHER (Specify type of modification and au	lhority)					
E IMPORTANT: Contractor is not,	x is required to sign	this document and return 2	copi	es to the issuing	office.	
4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to revise the recurring costs associated with FIAC Phase V which were added via modification P00015, increase the contract value to include the nonrecurring costs of FIAC Phase V and provide incremental funding in the amount of \$226,776.18. See pages 2 - 5.						
Except as provided berein, all terms and conditions of the docu- 15A, NAME AND TITLE OF SIGNER (Type or pr		10A, as becauses changed, running unchanged				print)
	V.P Progra	Maic resea	_			•
Kristine M Gardner	ISC. DATE SIONED	168. UNITED STATES OF AMER		ENVIL:	lise.	. DATE SIGNED
Kristine M Gardner	12/20/04	By Man Kon	~			2/48/04
(Signature of person authorized to sign)	1 ( / '	(Signature of Contracting Offi	cer)			, , ,

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

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

AMOUNT

#### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

#### SUMMARY OF CHANGES

#### SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$226,776.18 from \$16,369,226.55 to \$16,596,002.73.

#### SECTION B - SUPPLIES OR SERVICES AND PRICES

#### **CLIN 0101**

The estimated/max cost has decreased by \$5,393.25 from \$5,015,612.00 to \$5,010,218.75. The fixed fee has decreased by \$403.71 from \$239,746.00 to \$239,342.29. The total cost of this line item has decreased by \$5,796.96 from \$5,255,358.00 to \$5,249,561.04.

#### **CLIN 0201**

The estimated/max cost has increased by \$721.27 from \$5,207,237.00 to \$5,207,958.27. The fixed fee has decreased by \$112.51 from \$248,906.00 to \$248,793.49. The total cost of this line item has increased by \$608.76 from \$5,456,143.00 to \$5,456,751.76.

#### **CLIN 0301**

The estimated/max cost has increased by \$947.00 from \$5,406,150.00 to \$5,407,097.00. The fixed fee has decreased by \$102.83 from \$258,414.00 to \$258,311.17. The total cost of this line item has increased by \$844.17 from \$5,664,564.00 to \$5,665,408.17.

#### SUBCLIN 0103AB is added as follows:

ITEM NO 0103AB	SUPPLIES/SERVICES	QUANTITY	UNIT Group	UNIT PRICE
EXERCISED OPTION			Огоир	
OFTION	CPFF			

Phase V - Sequoia Plaza Building 2120, First Floor

The leased space will require buildout and outfitting of 17 work stations, a conference room, a LAN room, and associated telecommunications. There is no requirement for additional security and/or access control support.

	ESTIMATED COST	\$221,963.29
	FIXED FEE	\$10,609.85
	TOTAL EST COST + FEE	\$232,573.14
ACRN AM Funded Amount ACRN AN Funded Amount	TOTAL BUT COULT TEE	\$226,776.18 \$5,796.96

FOB: Destination

The following have been modified:

#### B-2 ESTIMATED COST AND FIXED FEE

The total estimated cost and fixed fee of this contract, including all options that may be exercised by the Government, are:

**Estimated Cost:** 

\$26,260,064.86

Fixed Fee:

\$ 1,458,097,80

Estimated Cost-Plus-Fixed-Fee:

\$27,718,162.66

#### SECTION E Inspection and Acceptance

The following Acceptance/Inspection Schedule was added for SUBCLIN 0103AB:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

Destination

Government

Destination

Government

#### **SECTION F Deliveries or Performance**

The following Delivery Schedule item has been added to SUBCLIN 0103AB:

**DELIVERY DATE** 

**QUANTITY** 

SHIP TO ADDRESS

UIC

POP 01-DEC-2004 TO

N/A

HQ0006

31-MAR-2005

MISSILE DEFENSE AGENCY (MDA)

HARVEY PLAYER

7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100

(703) 486-6907 FOB: Destination

#### G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

CLINs may be funded by multiple accounting classifications. The Contractor shall submit vouchers as required by provision G-5. The Defense Finance and Accounting Service (DFAS) will make payments from those Accounting Classification Reporting Numbers (ACRNs) assigned to each CLIN. Payments by the paying office of both cost and fee are to be made by CLIN, from the earliest available funds by fiscal year as identified by ACRN.

The following ACRNs and funding amounts apply to CLIN 0001

	Net Change This Mod Only	Total
The following funds obligated on SubCLIN 000101 ACRN AA:	\$0	\$2,988,047.00
The following funds obligated on SubCLIN 000102 ACRN AB:	\$0	\$380,000.00
The following funds obligated on SubCLIN 000102 ACRN AC:	\$0	\$639,402.00
The following funds obligated on SubCLIN 000102 ACRN AD:	\$0	\$1,135,112.00
The following funds obligated on SubCLIN 000102 ACRN AE:	\$0	\$1,113,502.00
The following funds obligated on SubCLIN 000102 ACRN AF:	\$0	\$626,079.00
The following funds obligated on SubCLIN 000102 ACRN AG:	\$0	\$96,710.00
The following funds obligated on SubCLIN 000102 ACRN AH:	\$0	\$1,286,880.00
The following funds obligated on SubCLIN 000102 ACRN AJ:	\$0	\$20,240.00
The following funds obligated on SubCLIN 000103 ACRN AK:	\$0	\$1,744,000.00
Total CLIN 0001 funding:	\$0	\$10,029,972.00

The following ACRNs and funding amounts apply to CLIN 0101

	Net Change This Mod Only	Total
The following funds obligated on SubCLIN 010101 ACRN AK:	\$0	\$3,118,000.00
The following funds obligated on SubCLIN 010102 ACRN AN:	(\$5,796.96)	\$2,131,561.04
Total CLIN 0101 funding:	(\$5,796.96)	\$5,249,561.04

The following ACRNs and funding amounts apply to CLIN 0103

	Net Change This Mod Only	Total
The following funds obligated on SubCLIN 0103AA ACRN AL:	\$0	\$457,633.00
The following funds obligated on SubCLIN 0103AA ACRN AM:	\$0	\$163,833.00
The following funds obligated on SubCLIN 0103AB ACRN AN:	\$5,796.96	\$5,796.96
The following funds obligated on SubCLIN 0103AB ACRN AM:	\$226,776.18	\$226,776.18
Total CLIN 0103 funding:	\$232,573.14	\$854,039.14

#### G-8 ALLOTMENT OF FUNDS

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), through the estimated funds exhaustion date is as follows:

 CLIN 0001:
 \$10,029,972.00

 CLIN 0101:
 \$5,249,561.04

 CLIN 0103:
 \$854,039.14

 Total:
 \$16,133,572.18

 Estimated funds exhaustion date:
 March 31, 2005

#### G-9 ACCOUNTING AND APPROPRIATION DATA

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$226,776.18 from \$15,906,796.00 to \$16,133,572.18.

#### SUBCLIN 010102:

AN: 9750400.2520 60901598C 2311 012123 BMDO0146945547 was decreased by \$5,796.96 from \$2,137,358.00 to \$2,131,561.04

#### SUBCLIN 0103AB:

Funding on SUBCLIN 0103AB is initiated as follows:

ACRN: AN

Acctng Data: 9750400.2520 60901598C 2311 012123 BMDO0146945547

Increase: \$5,796,96 Total: \$5,796,96

ACRN: AM

Acctng Data: 9740400.2520 40603886C 2525 012123 BMDO0145903486

Increase: \$226,776.18 Total: \$226,776.18

(End of Summary of Changes)

AMENDMENT OF SOLICITA	TION/MODIF	CATION OF CONTRACT	i i	. CONTRACT I	D CODE	PAGE OF	PAGES 5
2. AMENDAGENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/FURCHASE REQ. NO.		<del>_</del>	S. PROJECT N	O.(if applic	
P00021	31-Jan-2005						
6. ISSUED BY CODE	HQ0008	7. ADMINISTRACED BY (If other than item 6)	· ·	COD	E   S0512	A	
MISSILE DIFFENSE AGENCY (MDA) 7100 DEFEMSE PENYAGON WASHINGTON DC 20301-7100		OCMA YAN NUYS 8230 YAN NUYS BOULEVARD YAN NUYS CA 91401-2713			<u> </u>		
8. NAME AND ADDRESS OF CONTRACTOR (	No., Street, County, Str	te and Zip Code)	9A.	AMENDME	NT OF SOL	CITATIO	N NO.
PATRICK D. HAUN 206 WILLIS DRIVE SUITE & CAMARILLO CA 53010			9B.	DATED (SE	E ITEM II)		
		[	× IX	MOD. OF 0008-02-C	CONTRACT	ORDER	NO.
				, DATED (S Nov-2002	EE ITEM 13	)	
CODE 10804	FACILITY CODE	PPLIES TO AMENDMENTS OF SOLIC					<u> </u>
The above munibored selicitation is assented as set forth is				tended,	is not extend	led.	
Offer meet acknowledge receipt of this assendment prior			ilowing m	etho4s:			
(a) By completing itume 5 and 15, and returning or (c) By separate latter or selegram which includes a refe	copies of the amondment	; (b) By athnowledging receipt of this accordance :	on each co	py of the offer :			ļ
RECEIVED AT THE PLACE DESIGNATED FOR THE					•		
REJECTION OF YOUR OFFER. If by virtue of this arm provided each telegram or letter stakes reference to the so							
12. ACCOUNTING AND APPROPRIATION DATE See Schedule	A (If required)			<u> </u>			
13. THIS (TI		MODIFICATIONS OF CONTRACTS/		S.			<u></u> -
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.		TAORDER NO. AS DESCRIBED IN FTE thority) THE CHANGES SET FORTH IN		14 ARE MAI	E IN THE		
B. THE ABOVE NUMBERED CONTRACTION				ES (such as c	hanges in pa	ying	
office, appropriation date, etc.) SET FORTH  X C. THIS SUPPLEMENTAL AGREEMENT IS I  Mutual Agreement of the Parties			1V3(B).		<del></del>		
D. OTHER (Specify type of modification and au	thority)						
B-IMPORTANT: Contractor is not,	x is required to sign	this document and return 2	copies t	o the (ssving	office.		
14. DESCRIPTION OF AMENDMENT/MODIFIC	ATION (Organized by	UCF section headings, including solicitati	ion/contr	act subject m	atter		
where fessible.) The purpose of this modification is to incorpor Boulevard resulting from personnel relocatio incremental funding in the amount of \$15,379	rate MDA's requirements associated with File	ent for the construction of two hard-wal AC Phase V rennovations; realign con	Red offic	ces at 2100	Washington	-	
							j
Except as provided herein, all turns and conditions of the docu-						-tues	
15A. NAME AND TITLE OF SIGNER (Type or pa	•	IGA. NAME AND TITLE OF CON			K (Type or p	nati)	
Kristine M. Gardner, V.P.	Programs 15C. DATE SIGNED	Contracting Office 168. UNDERSTATES OF AMERI	COLEM	AL:	hec	DATES	CNED
Kustine M Gardner	T.A. DATE STONED						
(Signature of person authorized to sign)	1 2/0/05	BY // OUC / PASS			6	2/9/0.	5
(alliance or leaves annument of sifts)	2/8/05	Configurate of Containing Auto	<del></del>				

EXCEPTION TO SF 30 APPROVED BY ORM 11-84

30-105-04

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

#### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

#### SUMMARY OF CHANGES

#### SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$17,686.22 from \$16,596,002.73 to \$16,613,688.95.

#### SECTION B - SUPPLIES OR SERVICES AND PRICES

#### SUBCLIN 0103AB

The CLIN extended description has changed from: "Phase V - Sequoia Plaza Building 2120, First Floor. The leased space will require buildout and outfitting of 17 work stations, a conference room, a LAN room, and associated telecommunications. There is no requirement for additional security and/or access control support."

To: "Phase V - Sequoia Plaza Building 2120, First Floor. The leased space will require buildout and outfitting of 17 work stations, a conference room, a LAN room, and associated telecommunications. Related to this work is the creation of room A3022 and a new accesss door into the area A3022A-H in Sequoia Plaze, 2100 Washington Boulevard, Third floor. There is no requirement for additional security and/or access control support."

The estimated/max cost has increased by \$16,879.39 from \$221,963.29 to \$238,842.68.

The fixed fee has increased by \$806.83 from \$10,609.85 to \$11,416.68.

The total cost of this line item has increased by \$17,686.22 from \$232,573.14 to \$250,259.36.

#### CLIN 0203 is added as follows:

ITEM NO 0203	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
OPTION	Enhanced FIAC CPFF				
	Provide enhanced FIAC to	support MDA/RN	M as required.		
			ESTIM	ATED COST	\$0.00
				FIXED FEE	\$0.00
			TOTAL EST	COST + FEE	\$0.00
	Funded Amount				\$0.00

FOB: Destination

#### SUBCLIN 0203AA is added as follows:

ITEM NO SUPPLIES/SERVICES

QUANTITY

UNIT UNIT PRICE

Dollars, U.S. AMOUNT

0203AA

OPTION

Phase V FIAC - RMA Consolidation

**CPFF** 

The government requires creation of a hard-walled office in Suite 150, Sequoia Plaza, 2100 Washington Boulevard as a result of personnel relocations related to the Phase V RMA Consolidation at Sequoia Plaza Building 2120, First Floor. There is no requirement for additional security and/or access control support.

ESTIMATED COST

\$17,072.99

FIXED FEE

\$816.09

TOTAL EST COST + FEE

\$17,889.08

**Funded Amount** 

\$0.00

FOB: Destination

The following have been modified:

#### B-2 ESTIMATED COST AND FIXED FEE

The total estimated cost and fixed fee of this contract, including all options that may be exercised by the Government, are:

**Estimated Cost:** 

\$26,294,017.24

Fixed Fee:

\$ 1,459,721.53

Estimated Cost-Plus-Fixed-Fee:

\$27,753,738.77

#### SECTION E Inspection and Acceptance

The following Acceptance/Inspection Schedule was added for CLIN 0203:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

Destination

Government

Destination

Government

#### **SECTION F Deliveries or Performance**

The following Delivery Schedule item has been added to SUBCLIN 0203AA:

**DELIVERY DATE** 

QUANTITY

SHIP TO ADDRESS

UIC

POP 01-APR-2005 TO

N/A

MISSILE DEFENSE AGENCY (MDA)

HQ0006

30-JUN-2005

MA

HARVEY PLAYER

7100 DEFENSE PENTAGON

WASHINGTON DC 20301-7100 (703) 486-6907

(703) 486-6907 FOB: Destination

#### G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

CLINs may be funded by multiple accounting classifications. The Contractor shall submit vouchers as required by provision G-5. The Defense Finance and Accounting Service (DFAS) will make payments from those Accounting Classification Reporting Numbers (ACRNs) assigned to each CLIN. Payments by the paying office of both cost and fee are to be made by CLIN, from the earliest available funds by fiscal year as identified by ACRN.

The following ACRNs and funding amounts apply to CLIN 0001

•	Net Change This Mod Only	Total
The following funds obligated on SubCLIN 000101 ACRN AA:	\$0	\$2,988,047.00
The following funds obligated on SubCLIN 000102 ACRN AB:	\$0	\$380,000.00
The following funds obligated on SubCLIN 000102 ACRN AC:	\$0	\$639,402.00
The following funds obligated on SubCLIN 000102 ACRN AD:	\$0	\$1,135,112.00
The following funds obligated on SubCLIN 000102 ACRN AE:	\$0	\$1,113,502.00
The following funds obligated on SubCLIN 000102 ACRN AF:	\$0	\$626,079.00
The following funds obligated on SubCLIN 000102 ACRN AG:	\$0	\$96,710.00
The following funds obligated on SubCLIN 000102 ACRN AH:	\$0	\$1,286,880.00
The following funds obligated on SubCLIN 000102 ACRN AJ:	\$0	\$20,240.00
The following funds obligated on SubCLIN 000103 ACRN AK:	\$0	\$1,744,000.00
Total CLIN 0001 funding:	\$0	\$10,029,972.00

The following ACRNs and funding amounts apply to CLIN 0101

The following ACIO is and following almounts app	ny to Chili vivi	
	Net Change This Mod Only	Total
The following funds obligated on SubCLIN	\$0	\$3,118,000.00
010101 ACRN AK:		
The following funds obligated on SubCLIN	(\$2,310.40)	\$2,129,250.64
010102 ACRN AN:		
Total CLIN 0101 funding:	(\$2310.40)	\$5,247,250.64

The following ACRNs and funding amounts apply to CLIN 0103

	Net Change This Mod Only	Total
The following funds obligated on SubCLIN 0103AA ACRN AL:	\$0	\$457,633.00
The following funds obligated on SubCLIN 0103AA ACRN AM:	\$0	\$163,833.00
The following funds obligated on SubCLIN 0103AB ACRN AN:	\$2,310.40	\$8,107.36
The following funds obligated on SubCLIN 0103AB ACRN AM:	\$15,375.82	\$242,152.00
Total CLIN 0103 funding:	\$17,686.22	\$871,725.36

#### G-8 ALLOTMENT OF FUNDS

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), through the estimated funds exhaustion date is as follows:

 CLIN 0001:
 \$10,029,972.00

 CLIN 0101:
 \$5,247,250.64

 CLIN 0103:
 \$871,725.36

 Total:
 \$16,148,948.00

 Estimated funds exhaustion date:
 March 31, 2005

#### G-9 ACCOUNTING AND APPROPRIATION DATA

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$15,375.82 from \$16,133,572.18 to \$16,148,948.00.

#### SUBCLIN 010102:

AN: 9750400.2520 60901598C 2311 012123 BMDO0146945547 was decreased by \$2,310.40 from \$2,131,561.04 to \$2,129,250.64

#### SUBCLIN 0103AB:

AN: 9750400.2520 60901598C 2311 012123 BMDO0146945547 was increased by \$2,310.40 from \$5,796.96 to \$8,107.36

AM: 9740400.2520 40603886C 2525 012123 BMDO0145903486 was increased by \$15,375.82 from \$226,776.18 to \$242,152.00

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				ID CODE	PAGE OF P	
2. AMENDMENT/ADDIVICATION NO.	3. EFFECTIVE DATE	A. REQUISITION/FURCHASE REO. NO.	U	Te seamons	NO.(If applicable	12
P00022	01-Apr-2006	THE RESIDENCE OF THE PARTY OF T		s, records (	worker addresses	"
4 SSUED SY CODE	HQ0008	7. ADMINISTERED BY (Fother than (term 6)	CÓ	DE   \$0512	24	
MOSSLE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENYAGON WASHINGTON OC 20201-7100	(recond	COMA VAN MUTS GESO VAN MUTS SOULEVARD WAN MUTS CA 81401-2713	CO	DE (30314	<u> </u>	
8. NAME AND ADDRESS OF CONTRACTOR ( ENGINEERING MANAGEMENT CONCEPTS, INC PATRICK D. HALM 285 WILLIS DRIVE SLITE B CAMARILLO CA 80010	No., Street, County, St	etc and Zip Code)	9A. AMENDM 9B. DATED (S	EE FTEM 11)	·	
			X HQ0008-02-C			у.
CODE 1DB04	FACILITY COD	R	X 27-Nov-2002	GENTEN I.	-1	1
		PPLIES TO AMENDMENTS OF SOLIC				
The above numbered edicitation is emended as set forth i			is extended,	ip not exten	ded.	
Offer ment acknowledge receipt of this amendment prior  (a) By completing from 6 and 13, and externing  or (c) By separate letter or talegram which includes a refi  RECEIVED AT THE PLACE DESIGNATED FOR THE  RESECTION OF YOUR OFFER. If by virtue of this am  provided each telegram or letter makes reference to the a	copies of the amendance trained to the solicitation and RECEIPT OF OFFERS PR enforced you desire to chang olicitation and this amendant	t; (b) By actmontedging receipt of this amendment amendment numbers. FACURE OF YOUR ACK FOR TO THE HOUR AND DATE SPECIFIED M IF at offer directly industrial, such change may be a	on each copy of the offer NOWLEDGMENT TO E AY RESULT IN ands by relegant or letter	E		
12. ACCOUNTING AND APPROPRIATION DATES See Schedule	TA (if required)					
		O MODIFICATIONS OF CONTRACTS/ CT/ORDER NO. AS DESCRIBED IN 111				
A. THIS CHANGE ORDER IS ISSUED PURSI CONTRACT ORDER NO. IN ITEM IQA.				DE IN THE		
B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORTH				changes in pr	sying	-
C. THIS SUPPLEMENTAL AGREEMENT IS			<del></del>			
χ D. OTHER (Specify type of modification and as Exercise of Option clause	thority)		· · · · · · · · · · · · · · · · · · ·			
E. BMPORTANT: Contractor is not,	X is required to sig	n this document and return 2	copies to the issuin	g office.		
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where fossible.)  The purpose of this modification is to extend the period of performance for CLIN 0103AB through 31 May 05 at no additional cost to the government; exercise option 2; update clause H-8 to include contractor employee out-processing procedures; update clause H-12 to include "Execution" data; transfer \$600,000 of funding from CLIN 0001 to CLIN 0201; and provide incremental funding in the amount of \$2,600,994.32. See pages 2-12.  Except as provided basis, all terms and conditions of the document referenced in term 9A or 16A, as besetables changed, remains unchanged and in full faces and effect.						
ISA, NAME AND TITLE OF SKINER (Type or p	cint)	16A. NAME AND TITLE OF COR MAIC LOSSOT	TRACTING OFFIC	ER (Type or	priot)	
Kristine M. Gardner, V.P.,	Programs	TEL: Contraction Of	ficel <sup>imi</sup> :	· las		
15B. CONTRACTOROFFEROR Kristine M. Gardner	15C. DATE SIGNE - 03/23/2005	D 168. UNITED STATES OF AME	MCX		c. date sid 3/ <i>48</i> /6	
(Signature of person authorized to sign)			er	ANDARD P	ORM 30 (Res	r. 10-83)
EXCEPTION TO SP 30		30-105-04	ą,	And address of a		

APPROVED BY OIRM 11-84

Proscribed by GSA FAR (48 CFR) 53.243

#### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

#### SUMMARY OF CHANGES

#### SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$5,474,640.84 from \$16,613,688.95 to \$22,088,329.79.

#### SECTION B - SUPPLIES OR SERVICES AND PRICES

**CLIN 0201** 

The option status has changed from Option to Option Exercised.

**CLIN 0202** 

The option status has changed from Option to Option Exercised.

**CLIN 0203** 

The option status has changed from Option to Option Exercised.

SUBCLIN 0203AA

The option status has changed from Option to Option Exercised.

SUBCLIN 020101 is added as follows:

ITEM NO ST 020101

SUPPLIES/SERVICES

QUANTITY

UNIT UNIT PRICE

AMOUNT

Incremental funding for CLIN 0201

**CPFF** 

ESTIMATED COST

\$0.00

FIXED FEE

\$0.00

TOTAL EST COST + FEE

\$0.00

ACRN AK Funded Amount

\$600,000.00

FOB: Destination

SUBCLIN 020102 is added as follows:

HQ0006-02-C-0037 P00022 Page 3 of 12

ITEM NO 020102 SUPPLIES/SERVICES

QUANTITY

UNIT

**UNIT PRICE** 

**AMOUNT** 

Incremental funding for CLIN 0201

**CPFF** 

ESTIMATED COST

\$0.00

FIXED FEE

\$0.00

TOTAL EST COST + FEE

\$0.00

ACRN AN Funded Amount

\$2,583,105.24

FOB: Destination

The following have been modified:

#### **SECTION F Deliveries or Performance**

The following Delivery Schedule item for CLIN 0103 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-APR-2004 TO 31-MAR-2005	N/A	MISSILE DEFENSE AGENCY (MDA) HARVEY PLAYER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 486-6907 FOB: Destination	HQ0006

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-APR-2004 TO 31-MAY-2005	N/A	MISSILE DEFENSE AGENCY (MDA) HARVEY PLAYER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 486-6907 FOB: Destination	HQ0006

The following Delivery Schedule item for SUBCLIN 0103AB has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2004 TO 31-MAR-2005	N/A	MISSILE DEFENSE AGENCY (MDA) HARVEY PLAYER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 486-6907 FOB: Destination	HQ0006

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2004 TO 31-MAY-2005	N/A	MISSILE DEFENSE AGENCY (MDA) HARVEY PLAYER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 486-6907 FOB: Destination	HQ0006

#### The following Delivery Schedule item has been added to CLIN 0203:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 01-APR-2005 TO
31-MAR-2006

N/A

MISSILE DEFENSE AGENCY (MDA)
HARVEY PLAYER
CONTRACTS DIRECTORATE
7100 DEFENSE PENTAGON
WASHINGTON DC 20301-7100
(703) 486-6907
FOB: Destination

#### G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

CLINs may be funded by multiple accounting classifications. The Contractor shall submit vouchers as required by provision G-5. The Defense Finance and Accounting Service (DFAS) will make payments from those Accounting Classification Reporting Numbers (ACRNs) assigned to each CLIN. Payments by the paying office of both cost and fee are to be made by CLIN, from the earliest available funds by fiscal year as identified by ACRN.

The following ACRNs and funding amounts apply to CLIN 0001

The following ACKINS and funding amounts a	Net Change This Mod Only	Total
The following funds obligated on SubCLIN	\$0	
000101 ACRN AA:	<b>→</b> 0	\$2,988,047.00
The following funds obligated on SubCLIN	\$0	\$380,000.00
000102 ACRN AB:		
The following funds obligated on SubCLIN	\$0	\$639,402.00
000102 ACRN AC:		
The following funds obligated on SubCLIN	\$0	\$1,135,112.00
000102 ACRN AD;		
The following funds obligated on SubCLIN	\$0	\$1,113,502.00
000102 ACRN AE:		<b>4-,</b> ,
The following funds obligated on SubCLIN	\$0	\$626,079.00
000102 ACRN AF:		4020,013100
The following funds obligated on SubCLIN	\$0	\$96,710.00
000102 ACRN AG:	J 30	\$30,710.00
		#1 707 990 OA
The following funds obligated on SubCLIN	\$0	\$1,286,880.00
000102 ACRN AH:		
The following funds obligated on SubCLIN	\$0	\$20,240.00
000102 ACRN AJ:		
The following funds obligated on SubCLIN	(\$600,000.00)	\$1,144,000.00
000103 ACRN AK:		
Total CLIN 0001 funding:	(\$600,000.00)	\$9,429,972.00

The following ACRNs and funding amounts apply to CLIN 0101

	Net Change This Mod Only	Total
The following funds obligated on SubCLIN	\$0	\$3,118,000.00
010101 ACRN AK:		• •
The following funds obligated on SubCLIN	\$0	\$2,129,250.64
010102 ACRN AN:		
Total CLIN 0101 funding:	\$0	\$5,247,250.64

The following ACRNs and funding amounts apply to CLIN 0103

	Net Change This Mod Only	Total
The following funds obligated on SubCLIN	\$0	\$457,633.00
0103AA ACRN AL:		
The following funds obligated on SubCLIN	\$0	\$163,833.00
0103AA ACRN AM;		,
The following funds obligated on SubCLIN	\$0	\$8,107.36
0103AB ACRN AN:		ŕ
The following funds obligated on SubCLIN	\$0	\$242,152.00
0103AB ACRN AM:	`	,
Total CLIN 0103 funding:	\$0	\$871,725.36

The following ACRNs and funding amounts apply to CLIN 0201

	Net Change This Mod Only	Tetal
The following funds obligated on SubCLIN	\$600,000.00	\$600,000.00
020101 ACRN AK:		·
The following funds obligated on SubCLIN	\$2,583,105.24	\$2,583,105.24
020102 ACRN A:		
Total CLIN 0101 funding:	\$3,183,105.24	\$3,183,105.24

The following ACRNs and funding amounts apply to CLIN 0203

	Net Change This Mod Only	Total
The following funds obligated on CLIN 0203	\$17,889.08	\$17,889.08
ACRN A:		
Total CLIN 0203 funding:	\$17,889.08	\$17,889.08

#### G-8 ALLOTMENT OF FUNDS

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), through the estimated funds exhaustion date is as follows:

CLIN 0001:	\$9,429,972.00
CLIN 0101:	\$5,247,250.64
CLIN 0103:	\$ 871,725.36
CLIN 0201:	\$3,183,105.24
CLIN 0203:	\$ 17,889.08
Total:	\$18,749,942.32
Estimated funds exhaustion date:	October 31, 2005

#### G-9 ACCOUNTING AND APPROPRIATION 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 \$2,600,994.32 from \$16,148,948.00 to \$18,749,942.32.

#### SUBCLIN 000103:

AK: 9740400.2520 60901598C 2312 012123 BMDO0137589694 was decreased by \$600,000.00 from \$1,744,000.00 to \$1,144,000.00

#### SUBCLIN 020101:

Funding on SUBCLIN 020101 is initiated as follows:

ACRN: AK

Acctng Data: 9740400.2520 60901598C 2312 012123 BMDO0137589694

Increase: \$600,000.00 Total: \$600,000.00

#### SUBCLIN 020102:

Funding on SUBCLIN 020102 is initiated as follows:

ACRN: AN

Acctng Data: 9750400.2520 60901598C 2311 012123 BMDO0146945547

Increase: \$2,583,105.24 Total: \$2,583,105.24

#### SUBCLIN 0203AA:

AP: 9750400.2520 0603882C 2525 012123 BMDO0154758675was increased by \$17,889.08 from \$0.00 to

\$17,889.08

The contract ACRN AP has been added.

#### **SECTION H Special Contract Requirements**

### H-8 CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS/CONTRACTOR EMPLOYEE OUT-PROCESSING (OCT 2004)

- a. To maintain the security of the MDA spaces and information systems, the Contractor shall notify the COR in writing whenever a prime or subcontractor employee included on the current Visit Authorization Request/Letter discontinues support to this order. This requirement shall apply to both Contractor and employee initiated termination of services and to temporary suspension of services longer than four weeks.
- b. Upon notification, the COR will ensure that the Technical Area Security Officer/Office Security Manager takes timely action to:
  - (1) Remove the employee from the current Visit Authorization Request/Letter;
  - (2) Cancel the MDA badge, keycard and Pentagon Pass issued pursuant to the Visit Authorization Request/Letter; and
  - (3) Terminate the MDA LAN account/access privileges.
- c. The contractor shall identify the reason for and date of termination or expected period of suspension and submit the notification to the COR within five (5) working days prior to service discontinuation. For unplanned termination or suspension of services exceeding four weeks, notification shall be made within one (1) working day after termination/suspension action.
- d. Prior to the departure of on-site contractor employees, the departing employee shall complete an out-processing checklist for MDA on-site contractor employees as required by MDA Directive Number 5000.01, and return the completed checklist, with all required signatures, to the cognizant Contracting Officer's Representative (COR). The COR will provide the completed form to the Contracting Officer to be retained in the official contract file by the Contracting Officer.

# H-12 CONTRACTOR ACCESS TO PLANNING, PROGRAMMING, BUDGETING, AND EXECUTION (PPBE) DATA (OCT 2004)

- a. In order to perform the requirements of this contract, the Contractor shall be required to receive, review, analyze, and prepare (hereinafter shall be referred to as "process") reports/data which contain Government Planning, Programming, Budgeting and Execution (PPBE) data. However, the Missile Defense Agency is authorized to release PPBE data to the Contractor only after compliance with the provisions of this clause has been met. Additionally, the Contractor is also required to comply with the provisions of MDA Directive 7045.01, "Contractor Access to Planning, Programming, Budgeting and Execution (PPBE) Data" where applicable.
- b. The Prime Contractor shall provide the following information to the Contracting Officer within fifteen (15) days from the date of this contract:
  - (1) Affiliates (parent company, subsidiaries, joint ventures, and partnerships, etc.):
    - (a) Company's name and complete address;
    - (b) Affiliation; and
    - (c) Nature of the company's business.
  - (2) Agents, consultants, and subcontractors related to this contract:
    - (a) Company's name and complete address;
    - (b) Relationship; and
    - (c) Nature of the company's business.

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

- c. PPBE data is defined as: Current or future Planning, Programming, Budgeting and Execution (PPBE) data regarding any activity relating to the MDA Program or any of its projects regardless of the funding source or date of the document.
  - (1) Planning data defines the national military strategy; integrates the military forces necessary to accomplish that strategy; prioritizes the resources for effectively accomplishing the mission; and provides decision options.
  - (2) Programming data reflects the systematic analysis of missions and objectives to be achieved, alternative methods, and effective allocation of limited resources.
  - (3) Budgeting data are detailed financial estimates of the MDA Program or any of its related projects.
  - (4) Execution data relates to the recording of expenditures that document how the funds were spent.
- d. The following list of documents (which is exemplary but not all inclusive) obtained from DoD Directive 7045.14, "The Planning, Programming and Budgeting System (PPBS)," May 22, 1984 and other sources are considered PPBE documents:

#### (1) PLANNING

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

#### (2) PROGRAMMING

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

#### (3) BUDGETING

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

#### (f) Budget Change Proposals (BCPs)

#### (4) EXECUTION

- (a) DD Form 1414 Base for Reprogramming
- (b) DD Form 1416 Report of Programs
- (c) Contract Award Reports
- (d) DD COMP (M) 1002 Appropriation Status by Fiscal Year Program
- (e) FCB Execution Review Documentation
- e. The Contractor shall be responsible for informing its personnel (hereinafter includes persons employed by the Contractor as an agent, consultant, or subcontractor) of the provisions of this clause and providing original MDA PPBE certifications "PPBE Non-Disclosure Agreement "(MDA Form 099) attached to the Contracting Officer within fifteen (15) days after the award of this contract. A "PPBE Non-Disclosure Agreement" shall be obtained from each Contractor employee involved in the performance of this contract that requires access to such data. Each individual shall be required to agree to:
- (1) Read and comply with the applicable provisions of this clause, the non-disclosure agreement, and the provisions of MDA Directive 7045.01.
  - (2) Handle PPBE data as for official use only.
- (3) Ensure PPBE data entrusted to them will ONLY be used in accordance with applicable MDA governing regulations, for the purpose for which it was provided, and within the scope of the Statement of Work.
- (4) Not divulge PPBE data (obtained directly or indirectly in the performance of this contract unless directed by the Contracting Officer) to any individual, except to Government personnel whom they know to have a "need-to-know" and non-Government person(s) whom they know to have MDA PPBE authorization. Even though data becomes part of the public domain, contractor personnel are bound by the provisions of this clause not to confirm or deny questions regarding PPBE data. Inquiries by unauthorized persons should be referred to the Contracting Officer's Representative or the Contracting Officer. (Verification of contractor personnel authorized access to PPBE data can be obtained only from the Contracting Officer.)
- (5) Not transport (by any medium), maintain, or process PPBE data outside a Government facility unless the removal or preparation of such data at the facility is accomplished in accordance with a company's facility plan approved by MDA. (Verification of MDA PPBE-approved contractor facilities and individuals can be obtained from the Contracting Officer.) Authorization to transport PPBE data shall be provided by the Contracting Officer.
- (6) Notify the Contracting Officer promptly if any non-Government person(s) or company(s) requests access to PPBE data.
- f. The Contractor shall be responsible for immediately notifying the Contracting Officer in writing of any changes in its personnel with access to PPBE data, such as departures, new employees, or employees who no longer need access to such data under this contract.
- g. Contractor personnel who have been granted access to PPBE data shall process when possible, such data in Government workspaces using equipment furnished by the Government. However, if a contractor anticipates processing PPBE data in a Government facility on Contractor-owned equipment, prior written approval from the Contracting Officer must be obtained. The Contractor's written request should describe the equipment being used and a brief justification. After approval by the Contracting Officer, the request must be endorsed by the appropriate MDA office before bringing the equipment into the facility:
  - (1) Information Systems Directorate all ADP equipment.

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

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

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

- i. If the Contractor is not required to process PPBE data at its facility(s), the contractor shall inventory all Government documents in its possession. The contractor shall notify the Contracting Officer in writing of such documents and request the method of document disposal. If the requirement to process such data at the contractor's facility(s) changes in the future, compliance with paragraph h above shall be required.
- j. The Contractor shall provide training for all employees who require access to PPBE data on the proper handling and disclosure of such data. The contractor shall be responsible for ensuring that persons in their employment that have been granted access to PPBE data understand the consequences of divulging such data. Revealing PPBE data to unauthorized persons may provide other companies with an unfair advantage in future competitions or jeopardize national security interests.
- k. In the event the Contractor or any of its employees, agents, subcontractor employees, or consultants fail to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to terminate the contract for default and/or resort to such other rights and remedies, as provided for under this contract or under Federal laws. Noncompliance with the provisions of this clause may also adversely affect the evaluation of a Contractor's reliability in future acquisitions.

(End of Summary of Changes)