
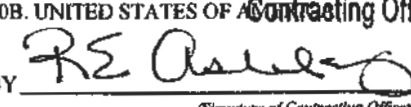




|  |                                |  |                      |  |  |                                       |  |                       |         |
|--|--------------------------------|--|----------------------|--|--|---------------------------------------|--|-----------------------|---------|
| <b>AWARD/CONTRACT</b>  |                                | 1. <b>CONTRACT IS A RATED ORDER</b><br>U. S. DPAS (15 CFR 350) |                      | 6  |  | RATING<br>DX-C9                       |  | PAGE OF PAGES<br>1 27 |         |
| 2. <b>CONTRACT (Proc. Inst. Ident.) NO.</b><br>HQ0006-02-C-0037  |                                | 3. <b>EFFECTIVE DATE</b><br>01 Apr 2002                        |                      | 4. <b>REQUISITION/PURCHASE REQUEST/PROJECT NO.</b>   |  |                                       |  |                       |         |
| 5. <b>ISSUED BY</b><br>MISSILE DEFENSE AGENCY (MDA)<br>7100 DEFENSE PENTAGON<br>WASHINGTON DC 20301-7100   |                                | CODE<br>HQ0006   |                      | 6. <b>ADMINISTERED BY</b> (If other than Item 5)<br>DEFENSE CONTRACT MANAGEMENT AGENCY<br>OXNARD, GVOWO<br>4111 SAN PEDRO ST., SUITE 1<br>PORT HUENEME CA 93043-4410 |  | CODE                                  |  |                       |         |
| 7. <b>NAME AND ADDRESS OF CONTRACTOR</b> (No., street, city, county, state and zip code)<br>ENGINEERING MANAGEMENT CONCEPTS, INC<br>PATRICK D. HAUN<br>285 WILLIS DRIVE SUITE B<br>CAMARILLO CA 93010  |                                |  |                      | 8. <b>DELIVERY</b><br>[ ] FOB ORIGIN [X] OTHER (See below)   |  | 9. <b>DISCOUNT FOR PROMPT PAYMENT</b> |  |                       |         |
|  |                                |  |                      | 10. <b>SUBMIT INVOICES</b><br>(4 copies unless otherwise specified)<br>TO THE ADDRESS<br>SHOWN IN:   |  | ITEM<br><br>Block 12                  |  |                       |         |
|  |                                |  |                      | CODE 1DB04   |  | FACILITY CODE                         |  |                       |         |
| 11. <b>SHIP TO/MARK FOR</b><br><br>SEE SCHEDULE  |                                | CODE   |                      | 12. <b>PAYMENT WILL BE MADE BY</b><br>DFAS-INDIANAPOLIS CENTER<br>8899 EAST 56TH<br>ATTN: DFAS-FFV/IS<br>INDIANAPOLIS IN 46249-1500                                  |  | CODE                                  |  | HQ0105                |         |
| 13. <b>AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:</b><br>[X] 10 U.S.C. 2304(c)(1) [ ] 41 U.S.C. 253(c)( )   |                                |  |                      | 14. <b>ACCOUNTING AND APPROPRIATION DATA</b><br>See Schedule   |  |                                       |  |                       |         |
| 15A. <b>ITEM NO.</b>   | 15B. <b>SUPPLIES/ SERVICES</b> |  | 15C. <b>QUANTITY</b> | 15D. <b>UNIT</b>   | 15E. <b>UNIT PRICE</b>   | 15F. <b>AMOUNT</b>                    |  |                       |         |
| SEE SCHEDULE   |                                |  |                      |  |  |                                       |  |                       |         |
| 15G. <b>TOTAL AMOUNT OF CONTRACT</b>   |                                |  |                      |  |  | \$4,864,583.00                        |  |                       |         |
| 16. <b>TABLE OF CONTENTS</b>   |                                |  |                      |  |  |                                       |  |                       |         |
| (X) SEC.   | DESCRIPTION                    |  |                      | PAGE(S)  | (X) SEC.   | DESCRIPTION                           |  |                       | PAGE(S) |
| <b>PART I - THE SCHEDULE</b>   |                                |  |                      |  | <b>PART II - CONTRACT CLAUSES</b>  |                                       |  |                       |         |
| X  | A                              | SOLICITATION/ CONTRACT FORM                                    |                      | 1  | X  | I                                     | CONTRACT CLAUSES   |                       | 23      |
| X  | B                              | SUPPLIES OR SERVICES AND PRICES/ COSTS                         |                      | 2  | <b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>  |                                       |  |                       |         |
| X  | C                              | DESCRIPTION/ SPECS./ WORK STATEMENT                            |                      | 7  | X  | J                                     | LIST OF ATTACHMENTS  |                       | 27      |
| X  | D                              | PACKAGING AND MARKING  |                      | 8  | <b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>  |                                       |  |                       |         |
| X  | E                              | INSPECTION AND ACCEPTANCE                                      |                      | 9  |  | K                                     | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS |                       |         |
| X  | F                              | DELIVERIES OR PERFORMANCE                                      |                      | 10   |  | L                                     | INSTRS., CONDS. AND NOTICES TO OFFERORS                          |                       |         |
| X  | G                              | CONTRACT ADMINISTRATION DATA                                   |                      | 11   |  | M                                     | EVALUATION FACTORS FOR AWARD                                     |                       |         |
| X  | H                              | SPECIAL CONTRACT REQUIREMENTS                                  |                      | 13   |  |                                       |  |                       |         |
| CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE  |                                |  |                      |  |  |                                       |  |                       |         |
| 17. [X] <b>CONTRACTOR'S NEGOTIATED AGREEMENT</b> Contractor is required to sign this document and return 3 copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) |                                |  |                      |  | 18. [ ] <b>AWARD</b> (Contractor is not required to sign this document.) Your offer on Solicitation Number HQ0006-02-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 (b) this award/contract. No further contractual document is necessary. |                                       |  |                       |         |
| 19A. <b>NAME AND TITLE OF SIGNER</b> (Type or print)<br>PATRICK D. HAUN SR. VICE PRESIDENT   |                                |  |                      |  | 20A. <b>NAME AND TITLE OF CONTRACTING OFFICER</b><br>ROBERT E. ASHLEY, JR  |                                       |  |                       |         |
| 19B. <b>NAME OF CONTRACTOR</b>   |                                | 19C. <b>DATE SIGNED</b>  |                      | 20B. <b>UNITED STATES OF AMERICA</b> Contracting Officer   |  |                                       | 20C. <b>DATE SIGNED</b>  |                       |         |
| BY <br>(Signature of person authorized to sign)  |                                | 4-11-02  |                      | BY <br>(Signature of Contracting Officer)  |  |                                       | 4/15/02  |                       |         |

**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 | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE           | AMOUNT         |
|---------|---|----------|------|----------------------|----------------|
| 0001    |   | 1.00     | Lot  |                      | \$             |
|         | Technical support in accordance with the Statement of Work (SOW) (ATTACHMENT 1).  |          |      |                      |                |
|         | CPFF - This CLIN will provide for program management, facilities, equipment, security management and administrative and access control personnel. |          |      |                      |                |
|         |   |          |      | ESTIMATED COST       | \$4,631,896.00 |
|         |   |          |      | FIXED FEE            | \$232,687.00   |
|         |   |          |      | TOTAL EST COST + FEE | \$4,864,583.00 |
|         | ACRN AA Funded Amount   |          |      |                      | \$2,988,047.00 |

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE           | AMOUNT |
|---------|---|----------|------|----------------------|--------|
| 0002    |   |          | Lot  |                      | \$     |
|         | Data and reports for CLIN 0001 in accordance with the Contract Data Requirements List, DD Form 1423-1 (EXHIBIT A) |          |      |                      |        |
|         |   |          |      | ESTIMATED COST       | \$     |
|         |   |          |      | FIXED FEE            | \$     |
|         |   |          |      | TOTAL EST 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 | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE           | AMOUNT             |
|---------|---|----------|------|----------------------|--------------------|
| 0101    |   | 1.00     | Lot  |                      | \$ \$              |
|         | Technical support in accordance with the Statement of Work (SOW) (ATTACHMENT 1).  |          |      |                      |                    |
|         | CPFF - This CLIN will provide for program management, facilities, equipment, security management and administrative and access control personnel. |          |      |                      |                    |
|         |   |          |      | ESTIMATED COST       | \$1,885,819.00     |
|         |   |          |      | FIXED FEE            | <u>\$66,724.00</u> |
|         |   |          |      | TOTAL EST COST + FEE | \$1,952,543.00     |

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE           | AMOUNT    |
|---------|---|----------|------|----------------------|-----------|
| 0102    |   |          | Lot  |                      | \$ \$ NSP |
|         | Data and reports for CLIN 0001 in accordance with the Contract Data Requirements List, DD Form 1423-1 (EXHIBIT A) |          |      |                      |           |
|         |   |          |      | ESTIMATED COST       | \$        |
|         |   |          |      | FIXED FEE            | <u>\$</u> |
|         |   |          |      | 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 | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0201    |   | 1.00     | Lot  |            | \$     |
|         | Technical support in accordance with the Statement of Work (SOW) (ATTACHMENT 1).  |          |      |            |        |
|         | CPFF - This CLIN will provide for program management, facilities, equipment, security management and administrative and access control personnel. |          |      |            |        |

|                      |                |
|----------------------|----------------|
| ESTIMATED COST       | \$1,958,490.00 |
| FIXED FEE            | \$69,363.00    |
| TOTAL EST COST + FEE | \$2,027,853.00 |

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0202    |   |          | Lot  |            | \$     |
|         | Data and reports for CLIN 0001 in accordance with the Contract Data Requirements List, DD Form 1423-1 (EXHIBIT A) |          |      |            |        |

|                      |    |
|----------------------|----|
| ESTIMATED 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.

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE           | AMOUNT         |
|---------|---|----------|------|----------------------|----------------|
| 0301    |   | 1.00     | Lot  |                      | \$             |
|         | Technical support in accordance with the Statement of Work (SOW) (ATTACHMENT 1).  |          |      |                      |                |
|         | CPFF - This CLIN will provide for program management, facilities, equipment, security management and administrative and access control personnel. |          |      |                      |                |
|         |   |          |      | ESTIMATED COST       | \$2,033,935.00 |
|         |   |          |      | FIXED FEE            | \$72,104.00    |
|         |   |          |      | TOTAL EST COST + FEE | \$2,106,039.00 |

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE           | AMOUNT |
|---------|---|----------|------|----------------------|--------|
| 0302    |   |          | Lot  |                      | \$     |
|         | Data and reports for CLIN 0001 in accordance with the Contract Data Requirements List, DD Form 1423-1 (EXHIBIT A) |          |      |                      |        |
|         |   |          |      | ESTIMATED COST       | \$     |
|         |   |          |      | FIXED FEE            | \$     |
|         |   |          |      | TOTAL EST 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**

| CONTRACT<br>FUNDING<br>PERIOD | QUARTERS |             |     |     |
|-------------------------------|----------|-------------|-----|-----|
|                               | 1ST      | 2ND         | 3RD | 4TH |
| FY 2002                       | N/A      | \$2,988,047 | N/A | N/A |
| FY 2003                       | N/A      | \$1,880,015 | N/A | N/A |
| FY 2004                       | N/A      | \$1,952,543 | N/A | N/A |
| FY 2005                       | N/A      | \$2,027,853 | N/A | N/A |
| FY 2006                       | N/A      | \$2,106,039 | N/A | N/A |
| FY 2007                       | N/A      | N/A         | N/A | 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)**

| <u>CLAUSE NO.</u> | <u>TITLE</u>                                   | <u>DATE</u> |
|-------------------|--|-------------|
| 52.246-5          | Inspection of Services -<br>Cost-Reimbursement | APR 1984    |

**b. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION  
SUPPLEMENT (48 CFR CHAPTER 2)**

| <u>CLAUSE NO.</u> | <u>TITLE</u>                             | <u>DATE</u> |
|-------------------|--|-------------|
| 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)**

| <u>CLAUSE NO.</u> | <u>TITLE</u>       | <u>DATE</u> |
|-------------------|--------------------|-------------|
| 52.242-15         | Stop-Work Order    | AUG 1989    |
|                   | Alternate I        | APR 1984    |
| 52.247-34         | F.o.b. Destination | 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 1423-1, 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)**

(b)(4) The Contractor's taxpayer identification number is [REDACTED] 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: 12221686

(b)(4) [REDACTED]

**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  |

dsg

**SECTION H Special Contract Requirements**

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## **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:

| <u>TYPES OF INSURANCE</u>  | <u>MINIMUM AMOUNT</u>               |
|--|-------------------------------------|
| Workmen's Compensation and all occupational disease  | As required by State law            |
| Employer's Liability including<br>all occupational disease when<br>not covered by Workmen's Compensation above                 | \$100,000 per<br>accident           |
| General Liability (Comprehensive)<br>Bodily Injury per occurrence  | \$500,000                           |
| Automobile Liability (Comprehensive)<br>Bodily Injury per person<br>Bodily Injury per accident<br>Property Damage per accident | \$200,000<br>\$500,000<br>\$ 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 non-public information regarding the Government's program plans and actual or anticipated resources; and

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



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

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

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

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

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

d. Representations and Disclosures:

(1) The Contractor represents that it has disclosed to the Contracting Officer, prior to award, all facts relevant to the existence or potential existence of organizational conflict of interest as that term is used in FAR Subpart 9.5. To facilitate disclosure and Contracting Officer approval, the Contractor shall complete an OCI Analysis/Disclosure Form (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. Modifications: Prior to contract modification, when the SOW is changed to add new work or the period of performance is significantly increased, the Contracting Officer will request and the Contractor is required to submit either an organizational conflict of interest disclosure or an update of the previously submitted disclosure or representation.

**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.

l. 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 Improper Activity   | JAN 1997 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity   | JAN 1997 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions   | 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 Contractors Debarred, Suspended, or Proposed for Debarment | JUL 1995 |
| 52.211-15 | Defense Priority And Allocation Requirements   | SEP 1990 |
| 52.215-2  | Audit and Records--Negotiation   | JUN 1999 |
| 52.215-8  | Order of Precedence--Uniform Contract Format   | OCT 1997 |
| 52.215-10 | 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   | OCT 1997 |
| 52.215-15 | Pension Adjustments and Asset Reversions   | DEC 1998 |
| 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions                                   | OCT 1997 |
| 52.215-19 | Notification of Ownership Changes  | OCT 1997 |
| 52.215-21 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications                      | OCT 1997 |
| 52.216-7  | Allowable Cost And Payment   | FEB 2002 |
| 52.216-8  | Fixed Fee  | MAR 1997 |
| 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 Era and Other Eligible Veterans                         | DEC 2001 |
| 52.222-36 | Affirmative Action For Workers With Disabilities   | JUN 1998 |
| 52.222-37 | Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans                 | DEC 2001 |
| 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 Infringement  | AUG 1996 |
| 52.227-10 | Filing Of Patent Applications--Classified Subject Matter   | APR 1984 |
| 52.227-11 | Patent Rights--Retention By The Contractor (Short Form)  | JUN 1997 |
| 52.227-14 | Rights in Data--General  | JUN 1987 |



|                |  |          |
|----------------|--|----------|
| 52.228-7       | Insurance--Liability 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 Transfer--Central Contractor<br>Registration                 | MAY 1999 |
| 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 | Changes--Cost-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,<br>Or Labor Hour Contracts)  | JAN 1986 |
| 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-<br>Contract-Related Felonies | MAR 1999 |
| 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<br>Materials                  | APR 1993 |
| 252.225-7031   | Secondary Arab Boycott Of Israel   | JUN 1992 |
| 252.227-7034   | Patents--Subcontracts  | APR 1984 |
| 252.227-7039   | Patents--Reporting 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,<br>And Services              | DEC 1991 |
| 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 |

CLAUSES INCORPORATED BY FULL TEXT

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) |

**Exhibit A**  
**HQ0006-02-C-0037**

**CONTRACT DATA REQUIREMENTS LIST**  
**FOR**  
**FINANCIAL INTEGRATION AND ASSESSMENT CENTER**  
**MDA/RM**

**MARCH 1, 2002**

**PREPARED BY**  
**MISSILE DEFENSE AGENCY**

A. **INTRODUCTION**

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

B. **APPLICABLE DOCUMENTS**

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

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

C. **AUTHORITIES (BLOCK 4)**

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

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

**I. ADDRESSEE LIST**

Block 14

Entry Complete Mailing Address

MDA/RM                      Missile Defense Agency  
MDA /CT, or                ATTN: MDA / \_\_\_\_\_  
MDA /RMC                      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.

#### **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 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.

**HQ0006-02-C-0037**  
**Attachment 2**

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

(b)(2)

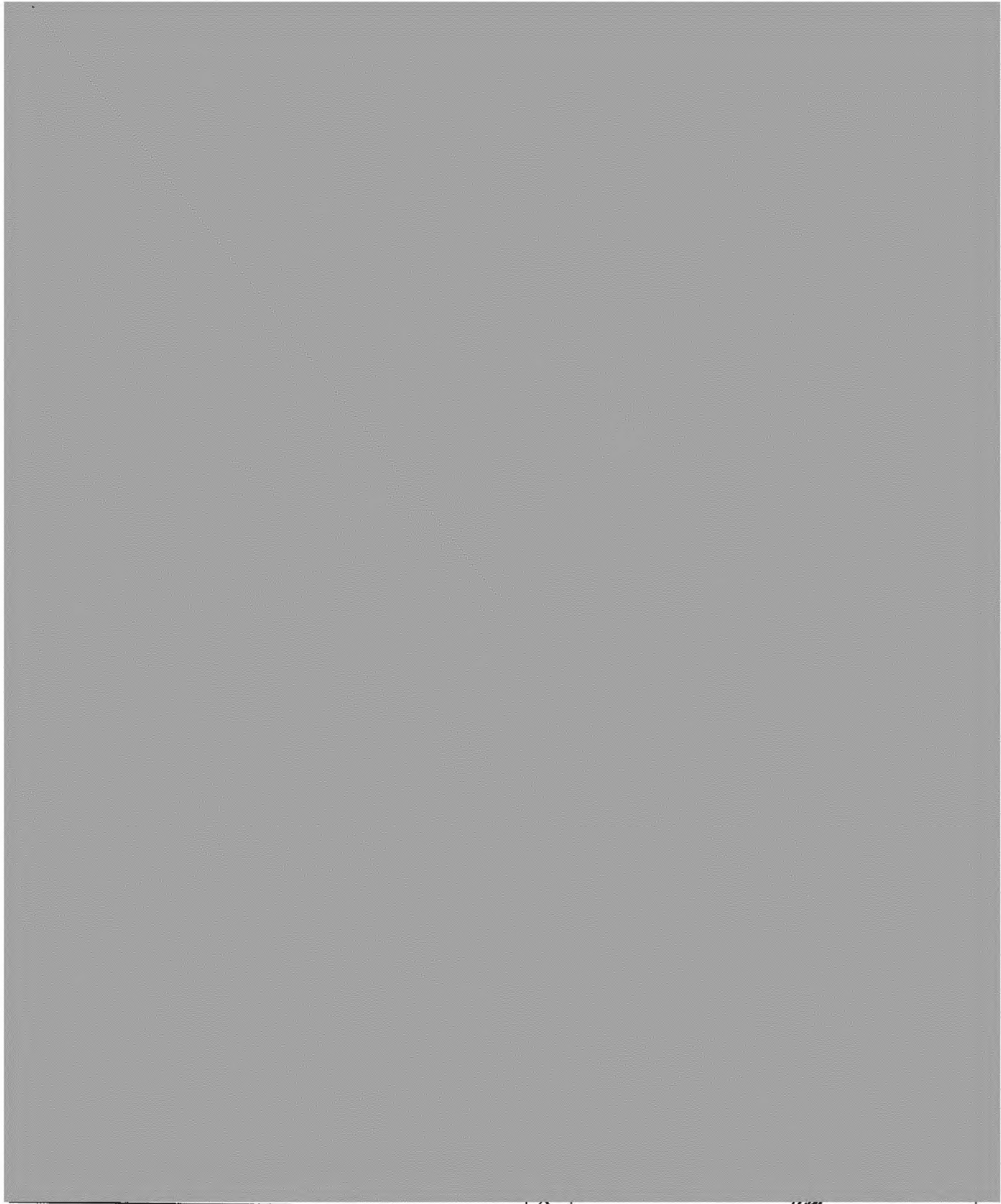
DEPARTMENT OF DEFENSE

1. CLEARANCE AND CLASSIFICATION



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**Item 13 (Continued)**

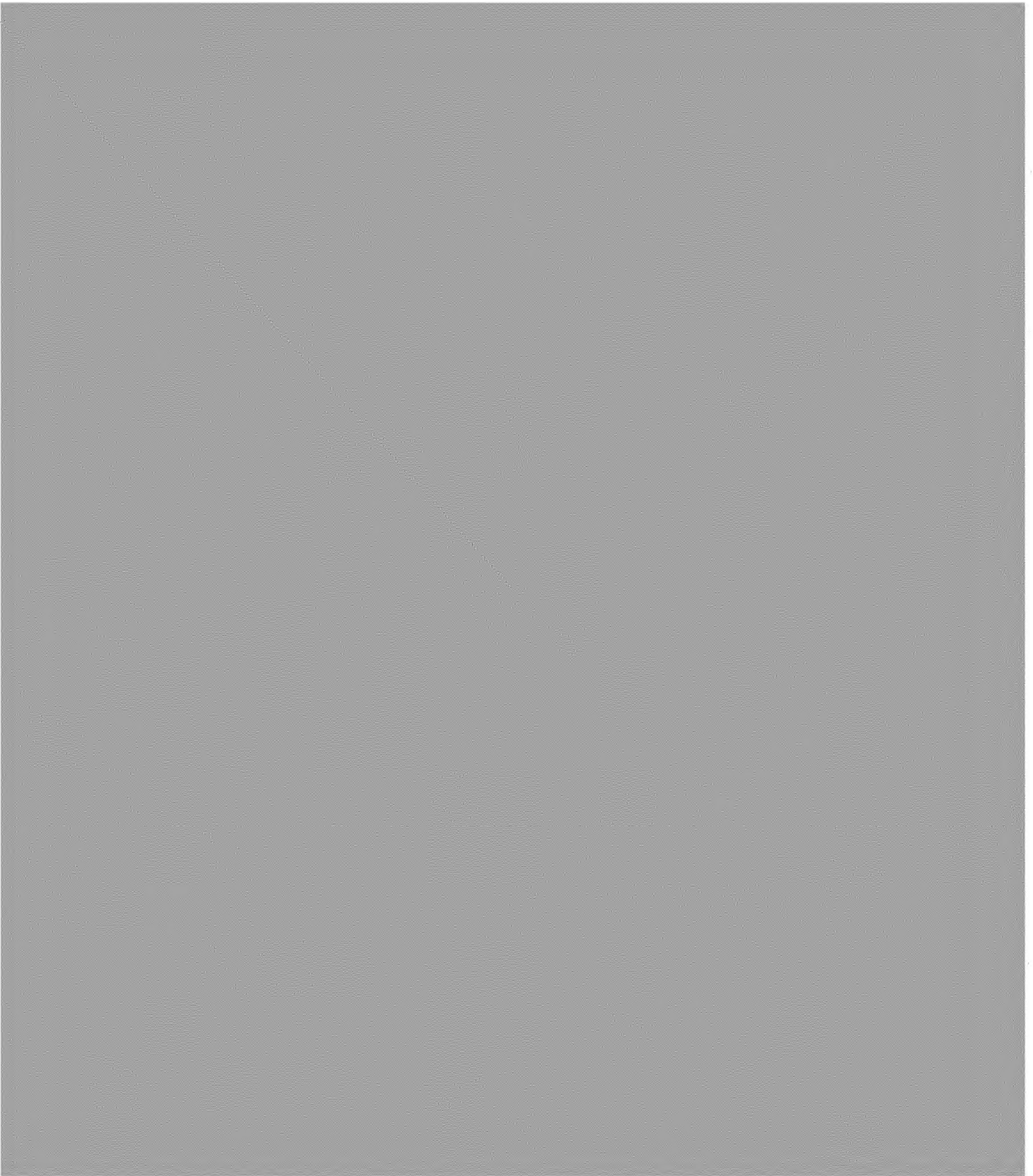
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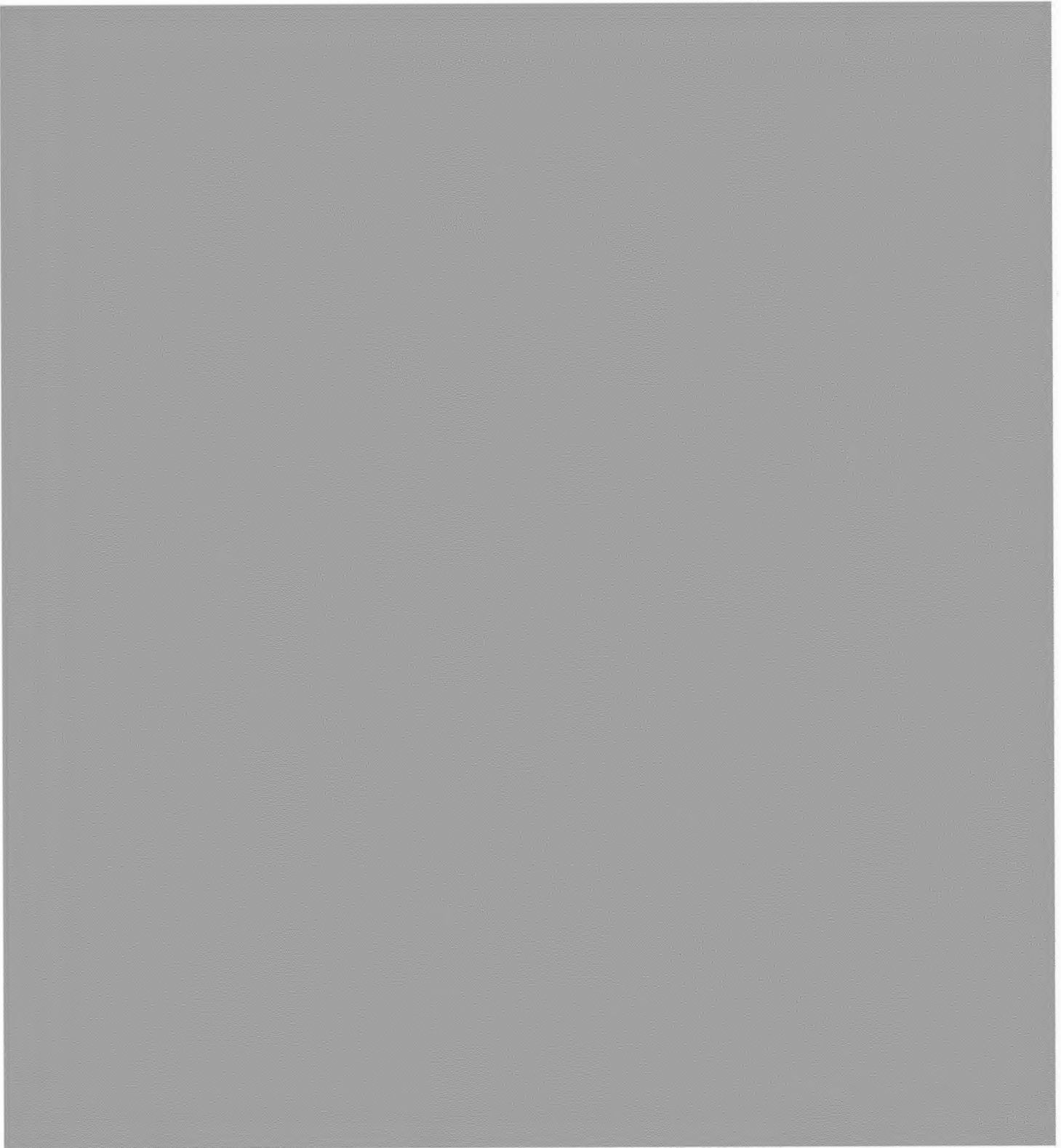
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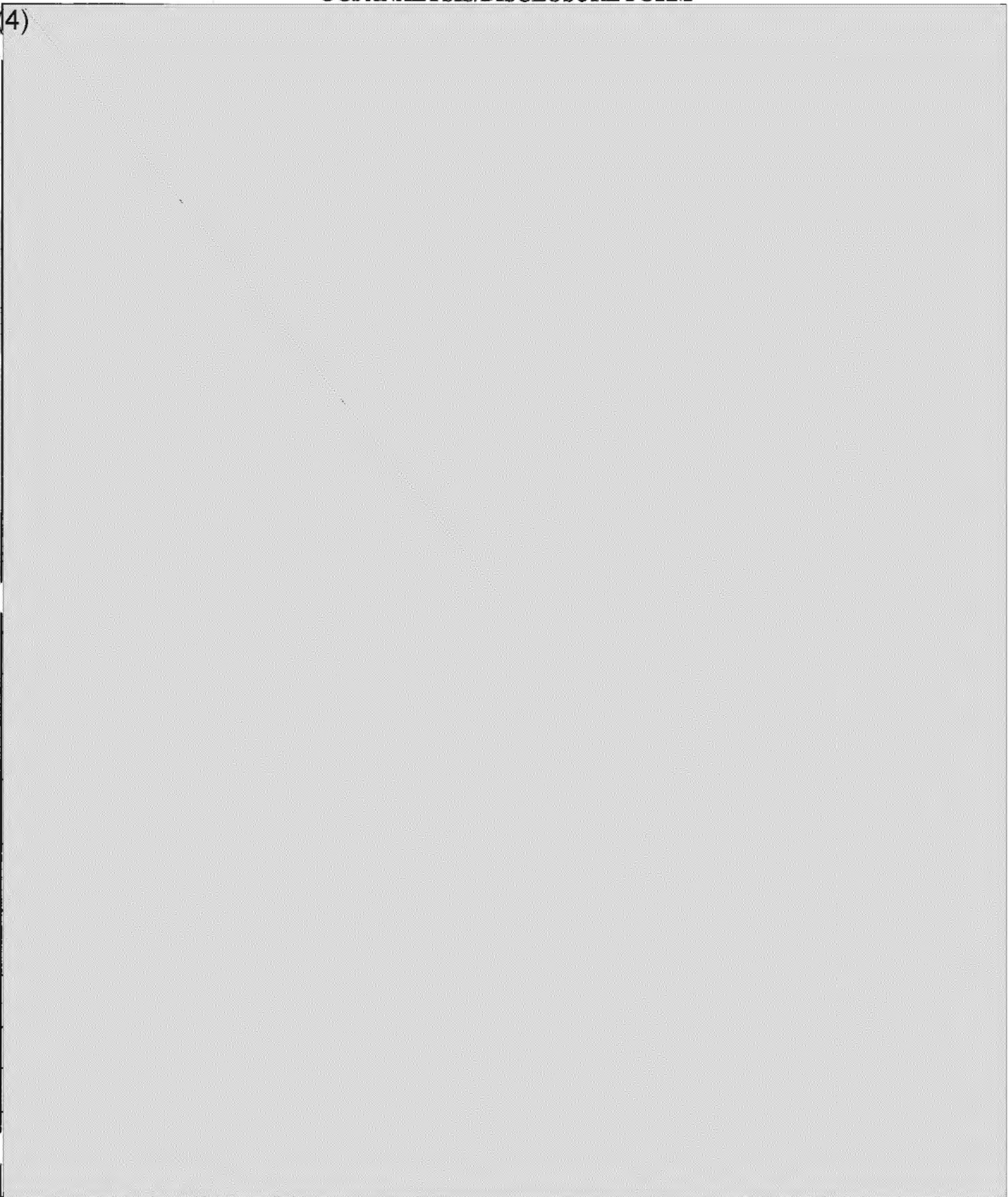
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**Attachment 3**

**OCI Analysis/Disclosure Form**



OCI ANALYSIS/DISCLOSURE FORM

(b)(4)



Contracting Officer

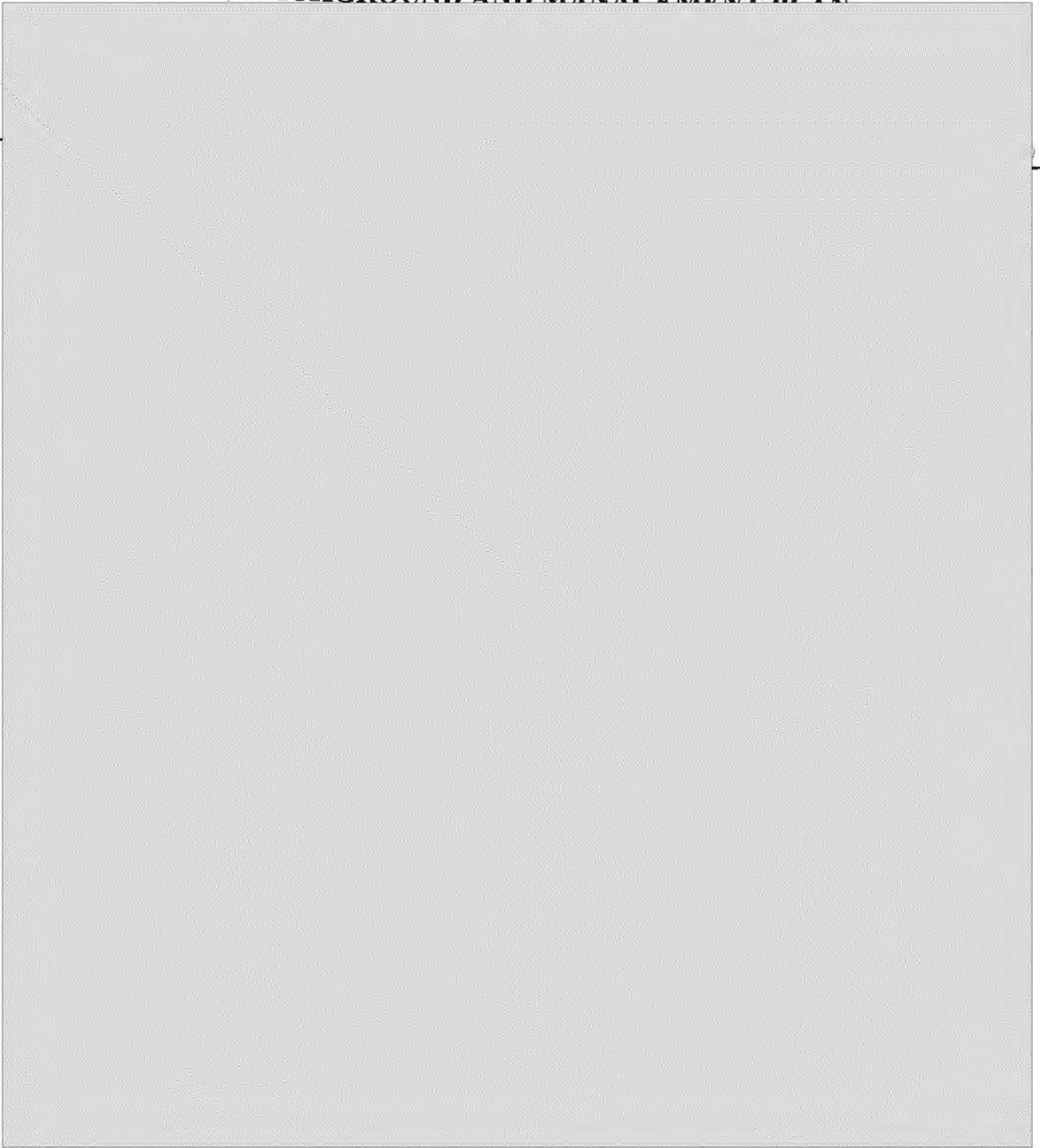
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Attachment 4

TECHNICAL BACKGROUND AND MANAGEMENT PLAN

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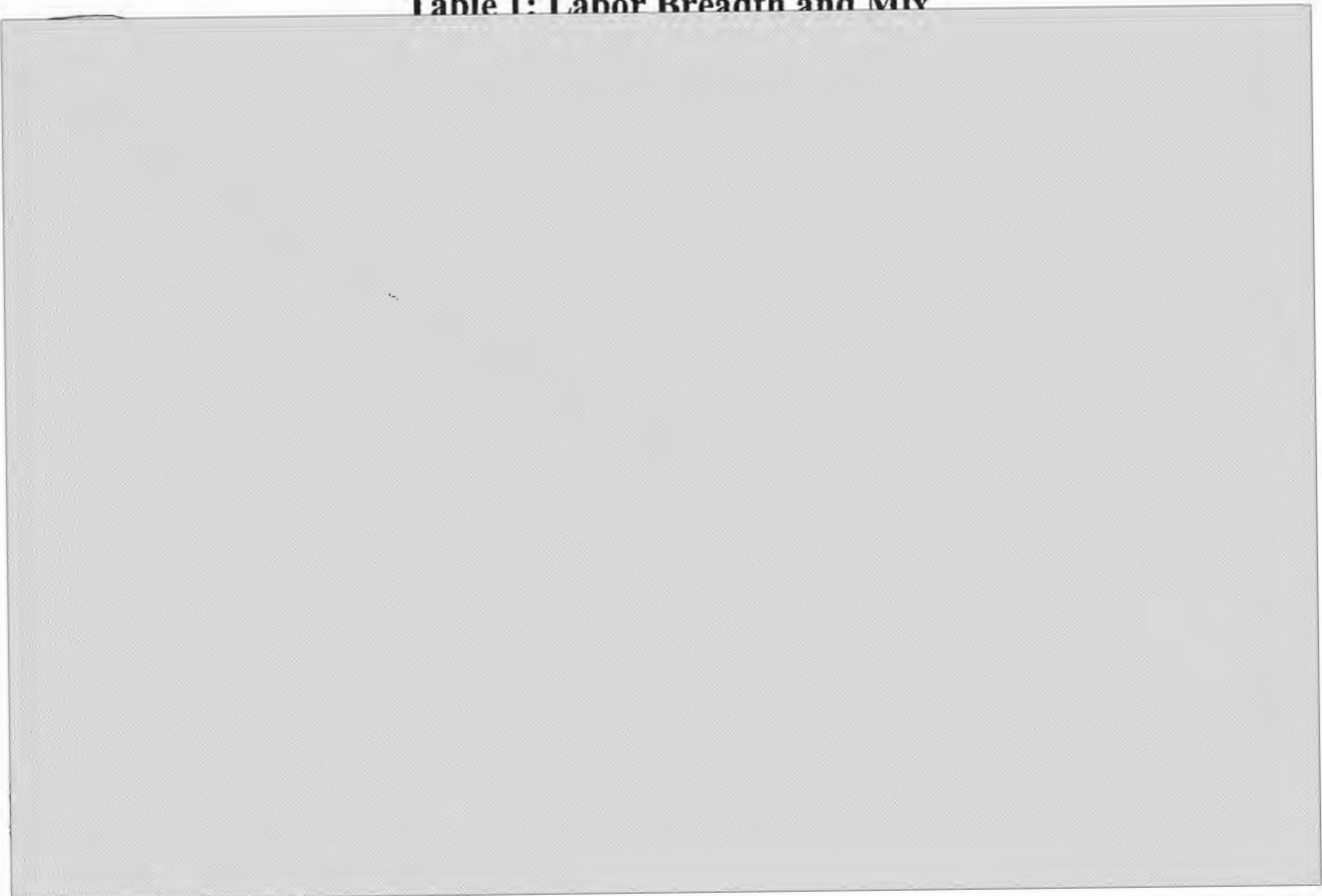


**b) Overall Relevance Of Staff SOW Actions**

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.

**Table 1: Labor Breadth and Mix**

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



**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 audio-visual 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)**

|  |  |  |  |  |
|--|--|--|--|--|
| <b>AMENDMENT OF SOLICITATION...MODIFICATION OF CONTRACT</b>  |  | CONTRACT CODE<br><b>U</b>  | PAGE OF PAGES<br><div style="display: inline-block; width: 40px; text-align: center;">1</div> <div style="display: inline-block; width: 40px; text-align: center;">3</div> |  |
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00001</b>   |  | 3. EFFECTIVE DATE<br><b>See Block 16C</b>  | 4. REQUISITION/PR NO.  |  |
| 5. PROJECT NO.<br><i>(if applicable)</i>   |  |  |  |  |
| 6. ISSUED BY<br><b>Office of the Secretary of Defense<br/>Missile Defense Agency (MDA/CTI)<br/>7100 DEFENSE, PENTAGON<br/>WASHINGTON, DC 20301-7100<br/>ATTN: Mr. Robert E. Ashley (703) 695-9101</b>  | CODE<br><b>HQ0006</b>  | 7. ADMINISTERED BY <i>(if other item 6)</i><br><b>DCMC Oxnard<br/>4111 San Pedro St.<br/>Suite 1<br/>Port Hueneme, CA 93043-4410</b>   |  |  |
| 8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i><br><b>ENGINEERING MANAGEMENT CONCEPTS<br/>295 WILLIS DRIVE, SUITE B<br/>CAMARILLO, CA 93010</b>   |  | <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.<br/><br/> <input type="checkbox"/> 9B. DATED <i>(SEE ITEM 11)</i> </div> <div> <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO.<br/><b>HQ0006-02-C-0037</b><br/> <input type="checkbox"/> 10B. DATED <i>(SEE ITEM 11)</i><br/><b>April 1, 2002</b> </div> </div> |  |  |
| CODE <b>4L958</b>  | FACILITY CODE  |  |  |  |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION   |  |  |  |  |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.   |  |  |  |  |
| <small>Offers 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:<br/>         (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided by each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</small> |  |  |  |  |
| 12. ACCOUNTING AND APPROPRIATION DATA <i>(IF REQUIRED)</i>   |  |  |  |  |
| <b>SEE SECTION G</b>   |  |  |  |  |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS,<br>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.   |  |  |  |  |
| (✓)  | A. THIS CHANGE/ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> 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 <i>(such as changes in paying office, appropriation date, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |  |  |  |
| X  | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br><b>MUTUAL AGREEMENT OF THE PARTIES</b>   |  |  |  |
|  | D. OTHER <i>(Specify type of modification and authority)</i>   |  |  |  |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>3</u> copies to the issuing office.   |  |  |  |  |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION <i>(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</i>   |  |  |  |  |
| The purpose of this modification is to incorporate an additional Clause to the contract: <b>(Continued on Page 2)</b><br>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 <i>(Type or print)</i><br><b>Kristine M. Gardner<br/>V.P., Programs</b>  |  | 16A. NAME AND TITLE OF CONTRACTING OFFICER<br><b>ROBERT E. ASHLEY, JR.<br/>Contracting Officer</b>   |  |  |
| 15B. CONTRACTOR/OFFEROR<br><i>Kristine M Gardner</i><br><small>(Signature of person authorized to sign)</small>  | 15C. DATE SIGNED<br><b>5/14/02</b>   | 16B. UNITED STATES OF AMERICA<br><i>RE Ashley</i><br><small>(Signature of Contracting Officer)</small>   | 16C. DATE SIGNED<br><b>5/16/02</b>   |  |



**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       | Insurance--Liability 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 Transfer--Central Contractor<br>Registration                 | MAY 1999 |
| 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 | Changes--Cost-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,<br>Or Labor Hour Contracts)  | JAN 1986 |
| 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-<br>Contract-Related Felonies | MAR 1999 |
| 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<br>Materials                  | APR 1993 |
| 252.225-7031   | Secondary Arab Boycott Of Israel   | JUN 1992 |
| 252.227-7034   | Patents--Subcontracts  | APR 1984 |
| 252.227-7039   | Patents--Reporting 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,<br>And Services              | DEC 1991 |
| 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 |

CLAUSES INCORPORATED BY FULL TEXT

|   |   |  |  |
|---|---|--|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT  |   | CONTRACT ID CODE<br><b>U</b>   | PAGE OF PAGES<br><b>1   1</b>                                      |
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00002</b>  | 3. EFFECTIVE DATE<br><b>See Block 16C</b> | 4. REQUISITION/PR NO.  | 5. PROJECT NO.<br><i>(If applicable)</i>                           |
| 6. ISSUED BY<br><b>Office of the Secretary of Defense<br/>Missile Defense Agency (MDA/CTI)<br/>7100 DEFENSE, PENTAGON<br/>WASHINGTON, DC 20301-7100<br/>ATTN: Mr. Robert E. Ashley (703) 695-9101</b> | CODE<br><b>HQ0006</b>                     | 7. ADMINISTERED BY <i>(If other Item 6)</i><br><b>DCMC Oxnard<br/>4111 San Pedro St.<br/>Suite 1<br/>Port Hueneme, CA 93043-4410</b> | CODE   |
| 8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i><br><b>ENGINEERING MANAGEMENT CONCEPTS<br/>295 WILLIS DRIVE, SUITE B<br/>CAMARILLO, CA 93010</b>                    |   | (✓)  | 9A. AMENDMENT OF SOLICITATION NO.                                  |
|   |   |  | 9B. DATED <i>(SEE ITEM 11)</i>                                     |
|   |   | X  | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br><b>HQ0006-02-C-0037</b> |
|   |   |  | 10B. DATED <i>(SEE ITEM 11)</i><br><b>April 1, 2002</b>            |
| CODE<br><b>1DB04</b>  | FACILITY CODE                             |  |  |

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION**

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

**12. ACCOUNTING AND APPROPRIATION DATA *(IF REQUIRED)***

**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: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
| X   | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> 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 <i>(Specify type of modification and authority)</i>   |

E. IMPORTANT: Contractor [X] is not [ ] is required to sign this document and return \_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)***

The purpose of this modification is to 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 <i>(Type or print)</i>                           |                  | 16A. NAME AND TITLE OF CONTRACTING OFFICER<br><b>ROBERT E. ASHLEY, JR.<br/>Contracting Officer</b>   |                                    |
| 15B. CONTRACTOR/OFFEROR<br><br><i>(Signature of person authorized to sign)</i> | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br><br><i>(Signature of Contracting Officer)</i> | 16C. DATE SIGNED<br><b>8/27/02</b> |

|   |  |   |  |  |  |
|---|--|---|--|--|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |  | <b>1. CONTRACT ID CODE</b><br>U   |  | <b>PAGE OF PAGES</b><br>1   2  |  |
| <b>2. AMENDMENT/MODIFICATION NO.</b><br>P00003  |  | <b>3. EFFECTIVE DATE</b><br>See Block 16C   |  | <b>4. REQUISITION/PR NO.</b>   |  |
| <b>5. PROJECT NO.</b><br>(if applicable)  |  | <b>6. ISSUED BY</b><br>Office of the Secretary of Defense<br>Missile Defense Agency (MDA/CTD)<br>7100 DEFENSE, PENTAGON<br>WASHINGTON, DC 20301-7100<br>ATTN: Mr. Robert E. Ashley (703) 695-9101 |  | <b>7. ADMINISTERED BY (If other than 6)</b><br>DCMC Oxnard<br>4111 San Pedro St.<br>Suite 1<br>Port Hueneme, CA 93043-4410 |  |
| <b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b><br>ENGINEERING MANAGEMENT CONCEPTS<br>295 WILLIS DRIVE, SUITE B<br>CAMARILLO, CA 93010 |  | <b>9A. AMENDMENT OF SOLICITATION NO.</b>  |  | <b>9B. DATED (SEE ITEM 11)</b>   |  |
| <b>CODE</b> 4L958 <b>FACILITY CODE</b>  |  | <b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b><br>X HQ0006-02-C-0037  |  | <b>10B. DATED (SEE ITEM 11)</b><br>April 1, 2002   |  |

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION**

( ) The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ( ) is extended. ( ) is not extended.

Offers 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 6 and 15, and returning \_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided by each telegram or letter make reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (IF REQUIRED)****SEE SECTION G****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). |
| X   | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br>MUTUAL AGREEMENT OF THE PARTIES   |
|     | D. OTHER (Specify type of modification and authority)   |

**E. IMPORTANT:** Contractor ( ) is not (X) is required to sign this document and return 3 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

(Continued on 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.

|   |                                    |   |  |
|---|------------------------------------|---|--|
| <b>15A. NAME AND TITLE OF SIGNER (Type or print)</b><br>Kristine M. Gardner Vice President Programs |                                    | <b>16A. NAME AND TITLE OF CONTRACTING OFFICER</b><br>ROBERT E. ASHLEY, JR.<br>Contracting Officer |  |
| <b>15B. CONTRACTOR/OFFEROR</b><br>Kristine M Gardner<br>(Signature of person authorized to sign)    | <b>15C. DATE SIGNED</b><br>11/7/02 | <b>16B. UNITED STATES OF AMERICA</b><br>RE Ashley<br>(Signature of Contracting Officer)           | <b>16C. DATE SIGNED</b><br>NOV 13 2002 |

**STANDARD FORM 26** – is revised as follows:

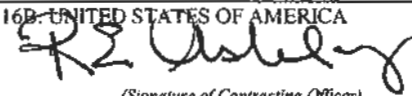
This modification reflects additional work to the original tasking under this contract for Expanded Shuttle Bus Transportation as outlined in Attachment 1.

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.

|   |   |  |  |  |  |
|---|---|--|--|--|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |   | CONTRACT ID CODE<br><b>U</b>   |  | PAGE OF PAGES<br><div style="display: flex; justify-content: space-around;"><div>1</div><div>2</div></div>   |  |
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00004</b>  |   | 3. EFFECTIVE DATE<br><b>See Block 16C</b>  |  | 4. REQUISITION/PR NO.  |  |
| 6. ISSUED BY<br><b>Office of the Secretary of Defense<br/>Missile Defense Agency (MDA/CTI)<br/>7100 DEFENSE, PENTAGON<br/>WASHINGTON, DC 20301-7100<br/>ATTN: Mr. Robert E. Ashley (703) 695-9101</b>   |   | 7. ADMINISTERED BY (If other Item 6)<br><b>DCMC Oxnard<br/>4111 San Pedro St.<br/>Suite 1<br/>Port Hueneme, CA 93043-4410</b>  |  | 5. PROJECT NO.<br><i>(If applicable)</i>   |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br><br><b>ENGINEERING MANAGEMENT CONCEPTS<br/>295 WILLIS DRIVE, SUITE B<br/>CAMARILLO, CA 93010</b>   |   | <input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.<br><br><input type="checkbox"/> 9B. DATED (SEE ITEM 11)<br><br><input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO.<br><b>HQ0006-02-C-0037</b><br><input type="checkbox"/> 10B. DATED (SEE ITEM 11)<br><b>April 1, 2002</b> |  |  |  |
| CODE <b>4L958</b> FACILITY CODE   |   |  |  |  |  |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION  |   |  |  |  |  |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.  |   |  |  |  |  |
| Offers 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:<br>(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided by each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |   |  |  |  |  |
| 12. ACCOUNTING AND APPROPRIATION DATA (IF REQUIRED)   |   |  |  |  |  |
| <b>SEE SECTION G</b>  |   |  |  |  |  |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.   |   |  |  |  |  |
| <input checked="" type="checkbox"/>   | 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.  |  |  |  |  |
| <input type="checkbox"/>  | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |  |  |  |  |
| <input type="checkbox"/>  | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |  |  |  |  |
| <input checked="" type="checkbox"/>   | D. OTHER (Specify type of modification and authority)<br><b>FAR 52.232-22 "Limitation of Funds"</b>   |  |  |  |  |
| E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return ___ copies to the issuing office.   |   |  |  |  |  |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br><br><b>The purpose of this modification is to provide incremental funding. (See Page 2)</b><br>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<br><b>ROBERT E. ASHLEY, JR.<br/>Contracting Officer</b> |  |  |
| 15B. CONTRACTOR/OFFEROR<br><br><i>(Signature of person authorized to sign)</i>  |   | 15C. DATE SIGNED   |  | 16B. UNITED STATES OF AMERICA<br><br><i>(Signature of Contracting Officer)</i> |  |
|   |   |  |  | 16C. DATE SIGNED<br><b>NOV 19 2002</b>   |  |

**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.

**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  |  |   |  | 1. CONTRACT ID CODE<br><div style="text-align: center;">U</div>   |  | PAGE OF PAGES<br><div style="text-align: center;">1   2</div> |  |
|---|--|---|--|---|--|---|--|
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00005</b>  |  | 3. EFFECTIVE DATE<br><b>16-Jan-2003</b> |  | 4. REQUISITION/PURCHASE REQ. NO.  |  | 5. PROJECT NO. (If applicable)                                |  |
| 6. ISSUED BY<br>MISSILE DEFENSE AGENCY (MDA)<br>7100 DEFENSE PENTAGON<br>WASHINGTON DC 20301-7100   |  | CODE<br><b>HQ0006</b>                   |  | 7. ADMINISTERED BY (If other than item 6)<br>DOMA VAN NUYS<br>6230 VAN NUYS BOULEVARD<br>VAN NUYS CA 91401-2713   |  | CODE<br><b>S0512A</b>   |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>ENGINEERING MANAGEMENT CONCEPTS, INC<br>PATRICK O. HAUN<br>286 WILLIS DRIVE SUITE B<br>CAMARILLO CA 93010  |  |   |  | 9A. AMENDMENT OF SOLICITATION NO.   |  |   |  |
|   |  |   |  | 9B. DATED (SEE ITEM 11)   |  |   |  |
|   |  |   |  | X 10A. MOD. OF CONTRACT/ORDER NO.<br><b>HQ0006-02-C-0037</b>  |  |   |  |
|   |  |   |  | X 10B. DATED (SEE ITEM 13)<br><b>27-Nov-2002</b>  |  |   |  |
| CODE <b>1DB04</b>   |  |   |  | FACILITY CODE   |  |   |  |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS   |  |   |  |   |  |   |  |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>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:<br>(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;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN<br>REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter,<br>provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |  |   |  |   |  |   |  |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required)<br><b>See Schedule</b>  |  |   |  |   |  |   |  |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br>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<br>CONTRACT ORDER NO. IN ITEM 10A.   |  |   |  |   |  |   |  |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying<br>office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  |  |   |  |   |  |   |  |
| X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br><u>Mutual agreement of the parties</u>  |  |   |  |   |  |   |  |
| D. OTHER (Specify type of modification and authority)   |  |   |  |   |  |   |  |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>3</u> copies to the issuing office.   |  |   |  |   |  |   |  |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter<br>where feasible.)<br>The purpose of this modification is to (1) add a second shuttle bus service, (2) revise attachment 1, (3) correct block 7 of modifications<br>P00001 through P00004 and (4) provide incremental funding. See continuation 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 TITLE OF CONTRACTING OFFICER (Type or print)<br>ROBERT E. ASHLEY, JR. / CONTRACTING OFFICER<br>TEL: (703) 485-0142 EMAIL: Robert.Ashley@MDA.CS.DA.MIL |  |   |  |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign)   |  | 15C. DATE SIGNED                        |  | 16B. UNITED STATES OF AMERICA<br>BY <u>R E Ashley</u><br>(Signature of Contracting Officer)   |  | 16C. DATE SIGNED<br>24-Jan-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. 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**

1. 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.
2. 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.
2. 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)

|   |  |   |  |   |  |  |  |
|---|--|---|--|---|--|--|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |  |   |  | 1. CONTRACT ID CODE<br><b>U</b>   |  | PAGE OF PAGES<br><b>1</b>   <b>2</b>   |  |
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00006</b>  |  | 3. EFFECTIVE DATE<br><b>01-Mar-2003</b> |  | 4. REQUISITION/PURCHASE REQ NO.   |  | 5. PROJECT NO.(If applicable)          |  |
| 6. ISSUED BY<br>MISSILE DEFENSE AGENCY (MDA)<br>7100 DEFENSE PENTAGON<br>WASHINGTON DC 20301-7100   |  | CODE<br><b>HQ0006</b>                   |  | 7. ADMINISTERED BY (If other than item 6)<br>DOMA VAN NUYS<br>6230 VAN NUYS BOULEVARD<br>VAN NUYS CA 91401-2713   |  | CODE<br><b>S0512A</b>                  |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>ENGINEERING MANAGEMENT CONCEPTS, INC.<br>PATRICK D. HAUN<br>295 WALLIS DRIVE SUITE B<br>CAMARILLO CA 93010   |  |   |  | 9A. AMENDMENT OF SOLICITATION NO.   |  |  |  |
|   |  |   |  | 9B. DATED (SEE ITEM 11)   |  |  |  |
|   |  |   |  | X 10A. MOD. OF CONTRACT/ORDER NO.<br><b>HQ0006-02-C-0037</b>  |  |  |  |
|   |  |   |  | X 10B. DATED (SEE ITEM 13)<br><b>27-Nov-2002</b>  |  |  |  |
| CODE <b>1DB04</b>   |  |   |  | FACILITY CODE   |  |  |  |
| <b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>  |  |   |  |   |  |  |  |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>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:<br>(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;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN<br>REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter,<br>provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |  |   |  |   |  |  |  |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required)   |  |   |  |   |  |  |  |
| <b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br/>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>   |  |   |  |   |  |  |  |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE<br>CONTRACT ORDER NO. IN ITEM 10A.   |  |   |  |   |  |  |  |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying<br>office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  |  |   |  |   |  |  |  |
| X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br><u>Mutual agreement of the parties</u>  |  |   |  |   |  |  |  |
| D. OTHER (Specify type of modification and authority)   |  |   |  |   |  |  |  |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>3</u> copies to the issuing office.   |  |   |  |   |  |  |  |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter<br>where feasible.)<br>The purpose of this modification is to add enhanced FIAC capabilities. 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 TITLE OF CONTRACTING OFFICER (Type or print)<br>ROBERT E. ASHLEY, JR. / CONTRACTING OFFICER<br>TEL: (703) 488-0142 EMAIL: Robert.Ashley@MDA.OSD.MIL |  |  |  |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign)   |  | 15C. DATE SIGNED                        |  | 16B. UNITED STATES OF AMERICA<br>BY <u>RE Ashley</u><br>(Signature of Contracting Officer)  |  | 16C. DATE SIGNED<br><b>20-Mar-2003</b> |  |

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**

- a. 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**

- a. 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**

- a. 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)

|   |  |   |  |   |  |  |  |
|---|--|---|--|---|--|--|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |  |   |  | 1. CONTRACT ID CODE<br><b>U</b>   |  | PAGE OF PAGES<br><b>1</b>   <b>3</b>   |  |
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00007</b>  |  | 3. EFFECTIVE DATE<br><b>15-Mar-2003</b> |  | 4. REQUISITION/PURCHASE REQ NO  |  | 5. PROJECT NO. (if applicable)         |  |
| 6. ISSUED BY<br>MISSILE DEFENSE AGENCY (MDA)<br>7100 DEFENSE PENTAGON<br>WASHINGTON DC 20301-7100   |  | CODE<br><b>HQ0006</b>                   |  | 7. ADMINISTERED BY (if other than item 6)<br>DOMA VAN NUYS<br>8200 VAN NUYS BOULEVARD<br>VAN NUYS CA 91401-2713   |  | CODE<br><b>S0512A</b>                  |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>ENGINEERING MANAGEMENT CONCEPTS, INC<br>PATRICK D. MALIN<br>295 WILLIS DRIVE SUITE B<br>CAMARILLO CA 93010   |  |   |  | 9A. AMENDMENT OF SOLICITATION NO.   |  |  |  |
|   |  |   |  | 9B. DATED (SEE ITEM 11)   |  |  |  |
|   |  |   |  | X 10A. MOD OF CONTRACT/ORDER NO.<br><b>HQ0006-02-C-0037</b>   |  |  |  |
|   |  |   |  | X 10B. DATED (SEE ITEM 13)<br><b>27-Nov-2002</b>  |  |  |  |
| CODE <b>1DB04</b>   |  | FACILITY CODE                           |  |   |  |  |  |
| <b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>  |  |   |  |   |  |  |  |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>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:<br>(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;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN<br>REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter,<br>provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |  |   |  |   |  |  |  |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required)<br><b>See Schedule</b>  |  |   |  |   |  |  |  |
| <b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br/>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>   |  |   |  |   |  |  |  |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE<br>CONTRACT ORDER NO. IN ITEM 10A.   |  |   |  |   |  |  |  |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying<br>office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  |  |   |  |   |  |  |  |
| X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br><b>Mutual Agreement of the Parties</b>  |  |   |  |   |  |  |  |
| D. OTHER (Specify type of modification and authority)   |  |   |  |   |  |  |  |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <b>3</b> copies to the issuing office.   |  |   |  |   |  |  |  |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter<br>where feasible.)<br>The purpose of this modification is to expand the FIAC capability and provide incremental funding. 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 TITLE OF CONTRACTING OFFICER (Type or print)<br>ROBERT E. ASHLEY, JR. / CONTRACTING OFFICER<br>TEL: (703) 486-0142 EMAIL: Robert.Ashley@MDA.OSD.MIL |  |  |  |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign)   |  | 15C. DATE SIGNED                        |  | 16B. UNITED STATES OF AMERICA<br>BY <i>R E Ashley</i><br>(Signature of Contracting Officer)   |  | 16C. DATE SIGNED<br><b>28-Mar-2003</b> |  |

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

1. 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

1. As a result of this modification, the total **estimated cost** was increased by \$823,288 from \$1,978,461 to \$2,801,749.
2. As a result of this modification, the total **fixed fee** was increased by \$57,630 from \$73,209 to \$130,839.
3. As a result of this modification, the total **estimated cost plus fixed fee** was increased by \$880,918 from \$2,051,670 to \$2,932,588.

CLIN 0201

1. As a result of this modification, the total **estimated cost** was increased by \$840,404 from \$2,054,606 to \$2,895,010.
2. 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

1. 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**



|   |  |   |  |   |  |  |  |
|---|--|---|--|---|--|--|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |  |   |  | 1. CONTRACT ID CODE<br><b>U</b>   |  | PAGE OF PAGES<br><b>1</b>   <b>11</b>  |  |
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00009</b>  |  | 3. EFFECTIVE DATE<br><b>15-Apr-2003</b> |  | 4. REQUISITION/PURCHASE REQ. NO.  |  | 5. PROJECT NO. (If applicable)         |  |
| 6. ISSUED BY<br>MISSILE DEFENSE AGENCY (MDA)<br>7100 DEFENSE PENTAGON<br>WASHINGTON DC 20301-7100   |  | CODE<br><b>HQ0006</b>                   |  | 7. ADMINISTERED BY (If other than item 6)<br>COMA VAN NUYS<br>6200 VAN NUYS BOULEVARD<br>VAN NUYS CA 91401-2713   |  | CODE<br><b>S0512A</b>                  |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>ENGINEERING MANAGEMENT CONCEPTS, INC.<br>PATRICK D. HAUN<br>295 WALLIS DRIVE SUITE B<br>CAMARILLO CA 93010   |  |   |  | 9A. AMENDMENT OF SOLICITATION NO.   |  |  |  |
|   |  |   |  | 9B. DATED (SEE ITEM 11)   |  |  |  |
|   |  |   |  | X 10A. MOD. OF CONTRACT/ORDER NO.<br><b>HQ0006-02-C-0037</b>  |  |  |  |
|   |  |   |  | X 10B. DATED (SEE ITEM 13)<br><b>27-Nov-2002</b>  |  |  |  |
| CODE <b>1DB04</b>   |  | FACILITY CODE                           |  |   |  |  |  |
| <b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>  |  |   |  |   |  |  |  |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.   |  |   |  |   |  |  |  |
| Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:<br>(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;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN<br>REFLECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter,<br>provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |  |   |  |   |  |  |  |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required)   |  |   |  |   |  |  |  |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.   |  |   |  |   |  |  |  |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |  |   |  |   |  |  |  |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).   |  |   |  |   |  |  |  |
| X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br><b>Mutual Agreement of the Parties</b>  |  |   |  |   |  |  |  |
| D. OTHER (Specify type of modification and authority)   |  |   |  |   |  |  |  |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <b>3</b> copies to the issuing office.   |  |   |  |   |  |  |  |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br>The purpose of this modification is to incorporate the revised SOW and DD 254. 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 TITLE OF CONTRACTING OFFICER (Type or print)<br>ROBERT E. ASHLEY, JR. / CONTRACTING OFFICER<br>TEL: (703) 485-0142 EMAIL: Robert.Ashley@MDA.OSD.MIL |  |  |  |
| 15B. CONTRACTOR/OFFEROR   |  | 15C. DATE SIGNED                        |  | 16B. UNITED STATES OF AMERICA<br>BY <u><i>R E Ashley</i></u><br>(Signature of Contracting Officer)  |  | 16C. DATE SIGNED<br><b>22-Apr-2003</b> |  |
| (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 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.

(End of Summary of Changes)

**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 various 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.

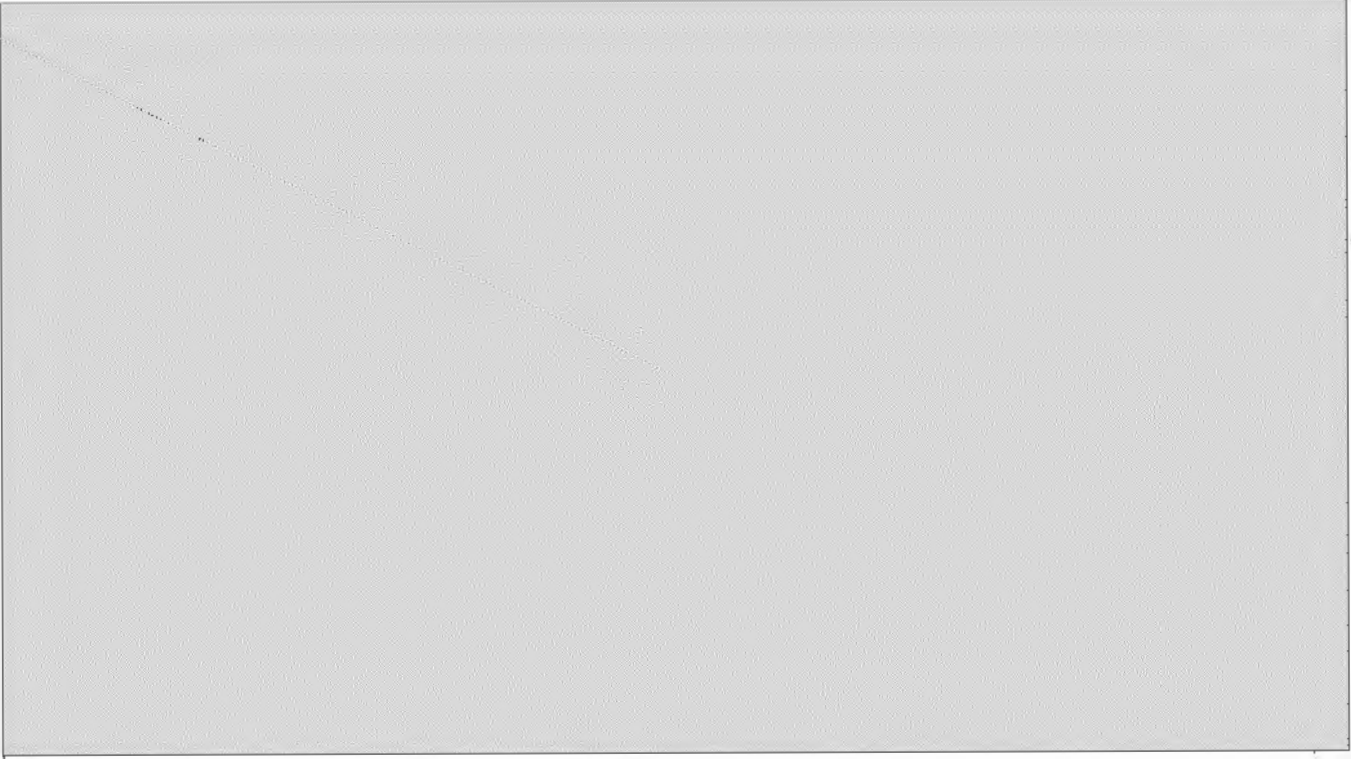
- ? Tri-Annual Review of Commitments, Obligations, and Unliquidated Obligations- The Department of Defense Financial Management Regulations require MDA to conduct a tri-annual review of commitments, obligations, and unliquidated obligations. This requirement entails a detailed review of all Procurement, 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

(b)(2)



(b)(2)



#### **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).**

The COR and TA for this contract is Mr. Billy Love, MDA/RM, (703) 697-8488. The TA for matters pertaining to access control, classified document

(b)(6) control and classified telecommunications is [REDACTED] MDA/SC (b)(6)  
(b)(6) [REDACTED]



|   |  |  |  |   |  |                                      |  |
|---|--|--|--|---|--|--------------------------------------|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |  |  |  | 1. CONTRACT ID CODE<br><b>U</b>   |  | PAGE OF PAGES<br><b>1</b>   <b>5</b> |  |
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00010</b>  |  | 3. EFFECTIVE DATE<br><b>01-May-2003</b>  |  | 4. REQUISITION/PURCHASE REQ. NO.  |  | 5. PROJECT NO.(if applicable)        |  |
| 6. ISSUED BY<br>CODE<br><b>HQ0006</b><br>MISSILE DEFENSE AGENCY (MDA)<br>7100 DEFENSE PENTAGON<br>WASHINGTON DC 20301-7100  |  | 7. ADMINISTERED BY (If other than item 6)<br>CODE<br><b>S0512A</b><br>DCMA VAN NUYS<br>6230 VAN NUYS BOULEVARD<br>VAN NUYS CA 91401-2713 |  |   |  |                                      |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>ENGINEERING MANAGEMENT CONCEPTS, INC<br>PATRICK D. HAUN<br>295 WILLIS DRIVE SUITE B<br>CAMARILLO CA 93010  |  |  |  | 9A. AMENDMENT OF SOLICITATION NO.   |  |                                      |  |
|   |  |  |  | 9B. DATED (SEE ITEM 11)   |  |                                      |  |
|   |  |  |  | X 10A. MOD. OF CONTRACT/ORDER NO.<br>HQ0006-02-C-0037   |  |                                      |  |
|   |  |  |  | X 10B. DATED (SEE ITEM 13)<br>27-Nov-2002   |  |                                      |  |
| CODE <b>1DB04</b>   |  | FACILITY CODE  |  |   |  |                                      |  |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS   |  |  |  |   |  |                                      |  |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>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:<br>(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;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN<br>REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter,<br>provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |  |  |  |   |  |                                      |  |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required)<br><b>See Schedule</b>  |  |  |  |   |  |                                      |  |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br>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<br>CONTRACT ORDER NO. IN ITEM 10A.   |  |  |  |   |  |                                      |  |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying<br>office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  |  |  |  |   |  |                                      |  |
| X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br>Mutual Agreement of the Parties   |  |  |  |   |  |                                      |  |
| D. OTHER (Specify type of modification and authority)   |  |  |  |   |  |                                      |  |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>3</u> copies to the issuing office.   |  |  |  |   |  |                                      |  |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter<br>where feasible.)<br>The purpose of this modification is to expand the FIAC capability at Sequoia Plaza by approximately 9,486 square feet and provide<br>incremental funding in the amount of \$821,105. 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 TITLE OF CONTRACTING OFFICER (Type or print)<br>ROBERT E. ASHLEY, JR. / CONTRACTING OFFICER<br>TEL: (703) 486-0142 EMAIL: Robert.Ashley@MDA.OSD.MIL |  |                                      |  |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign)   |  | 15C. DATE SIGNED   |  | 16B. UNITED STATES OF AMERICA<br>BY <u>R E Ashley</u><br>(Signature of Contracting Officer)   |  | 16C. DATE SIGNED<br>05-May-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 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**

1. 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.

(End of Summary of Changes)

|   |  |   |  |   |  |  |  |
|---|--|---|--|---|--|--|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |  |   |  | 1. CONTRACT ID CODE<br><b>U</b>   |  | PAGE OF PAGES<br><b>1</b> / <b>3</b>   |  |
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00011</b>  |  | 3. EFFECTIVE DATE<br><b>01-Jun-2003</b> |  | 4. REQUISITION/PURCHASE REQ. NO.  |  | 5. PROJECT NO. (If applicable)         |  |
| 6. ISSUED BY<br>MISSILE DEFENSE AGENCY (MDA)<br>7100 DEFENSE PENTAGON<br>WASHINGTON DC 20301-7100   |  | CODE<br><b>HQ0006</b>                   |  | 7. ADMINISTERED BY (If other than item 6)<br>DCMA VAN NUN<br>6230 VAN NUN'S BOULEVARD<br>VAN NUN'S CA 91401-2713  |  | CODE<br><b>S0512A</b>                  |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>ENGINEERING MANAGEMENT CONCEPTS, INC<br>PATRICK D. HAIN<br>296 WILLIS DRIVE SUITE B<br>CARMARILLO CA 93010   |  |   |  | 9A. AMENDMENT OF SOLICITATION NO.   |  |  |  |
|   |  |   |  | 9B. DATED (SEE ITEM 11)   |  |  |  |
|   |  |   |  | X 10A. MOD. OF CONTRACT/ORDER NO.<br><b>HQ0006-02-C-0037</b>  |  |  |  |
|   |  |   |  | X 10B. DATED (SEE ITEM 13)<br><b>27-Nov-2002</b>  |  |  |  |
| CODE <b>1DB04</b>   |  | FACILITY CODE                           |  | 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS   |  |  |  |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>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:<br>(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;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN<br>REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter,<br>provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |  |   |  |   |  |  |  |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required)<br><b>See Schedule</b>  |  |   |  |   |  |  |  |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.   |  |   |  |   |  |  |  |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |  |   |  |   |  |  |  |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).   |  |   |  |   |  |  |  |
| X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br><b>Mutual Agreement of the Parties</b>  |  |   |  |   |  |  |  |
| D. OTHER (Specify type of modification and authority)   |  |   |  |   |  |  |  |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <b>3</b> copies to the issuing office.   |  |   |  |   |  |  |  |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br>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. 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 TITLE OF CONTRACTING OFFICER (Type or print)<br>JOHN B. RICHARDSON / CONTRACTING OFFICER<br>TEL: (703) 695-6832 EMAIL: <a href="mailto:benny.richardson@mda.osd.mil">benny.richardson@mda.osd.mil</a> |  |  |  |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign)   |  | 15C. DATE SIGNED                        |  | 16B. UNITED STATES OF AMERICA<br>BY <u><i>John B. Richardson</i></u><br>(Signature of Contracting Officer)  |  | 16C. DATE SIGNED<br><b>10-Jun-2003</b> |  |

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**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 BMDO0124858746 |
| 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.

(End of Summary of Changes)

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT  |  |                                  |  | 1. CONTRACT ID CODE<br>U   |  | PAGE OF PAGES<br>1 2            |  |
|---|--|----------------------------------|--|--|--|---------------------------------|--|
| 2. AMENDMENT/MODIFICATION NO.<br>P00012   |  | 3. EFFECTIVE DATE<br>29-Sep-2003 |  | 4. REQUISITION/PURCHASE REQ. NO.   |  | 5. PROJECT NO.(if applicable)   |  |
| 6. ISSUED BY<br>MISSILE DEFENSE AGENCY (MDA)<br>7100 DEFENSE PENTAGON<br>WASHINGTON DC 20301-7100   |  | CODE<br>HQ0006                   |  | 7. ADMINISTERED BY (If other than item 6)<br>DCMA VAN NUYS<br>6630 VAN NUYS BOULEVARD<br>VAN NUYS CA 91401-2713          |  | CODE<br>S0512A                  |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>ENGINEERING MANAGEMENT CONCEPTS, INC<br>PATRICK D. HAHN<br>296 WILLIS DRIVE SUITE B<br>CARPILLO CA 95010   |  |                                  |  | 9A. AMENDMENT OF SOLICITATION NO.  |  |                                 |  |
|   |  |                                  |  | 9B. DATED (SEE ITEM 11)  |  |                                 |  |
|   |  |                                  |  | X 10A. MOD. OF CONTRACT/ORDER NO.<br>HQ0006-02-C-0037  |  |                                 |  |
|   |  |                                  |  | X 10B. DATED (SEE ITEM 13)<br>27-Nov-2002  |  |                                 |  |
| CODE 1DB04  |  | FACILITY CODE                    |  |  |  |                                 |  |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS   |  |                                  |  |  |  |                                 |  |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>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:<br>(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;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN<br>REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter,<br>provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |  |                                  |  |  |  |                                 |  |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required)<br>See Schedule   |  |                                  |  |  |  |                                 |  |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br>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<br>CONTRACT ORDER NO. IN ITEM 10A.   |  |                                  |  |  |  |                                 |  |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying<br>office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  |  |                                  |  |  |  |                                 |  |
| X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br>Mutual Agreement of the Parties   |  |                                  |  |  |  |                                 |  |
| D. OTHER (Specify type of modification and authority)   |  |                                  |  |  |  |                                 |  |
| IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.   |  |                                  |  |  |  |                                 |  |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter<br>where feasible.)<br>The purpose of this modification is to expand the FIAC capability at Sequoia Plaza, Arlington, VA, add a Senior Consultant, replace an<br>Assistant Facility Manager with a Project Engineer/Manager and provide incremental funding in the amount of \$1,286,880.00. See page two.   |  |                                  |  |  |  |                                 |  |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.  |  |                                  |  |  |  |                                 |  |
| 15A. NAME AND TITLE OF SIGNER (Type or print)   |  |                                  |  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>JOHN B. RICHARDSON / DIRECTOR, CTS                         |  |                                 |  |
|   |  |                                  |  | TEL: (703) 498-0142 EMAIL: bany.richardson@mda.osd.mil   |  |                                 |  |
| 15B. CONTRACTOR/OFFEROR   |  | 15C. DATE SIGNED                 |  | 16B. UNITED STATES OF AMERICA<br>BY  |  | 16C. DATE SIGNED<br>03-Oct-2003 |  |
| (Signature of person authorized to sign)  |  |                                  |  | (Signature of Contracting Officer)   |  |                                 |  |

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION 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 replaced 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.

(End of Summary of Changes)

|   |  |   |  |  |  |  |  |
|---|--|---|--|--|--|--|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |  |   |  | 1. CONTRACT ID CODE<br><b>U</b>  |  | PAGE OF PAGES<br><b>1</b>   <b>2</b>   |  |
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00013</b>  |  | 3. EFFECTIVE DATE<br><b>01-Nov-2003</b> |  | 4. REQUISITION/PURCHASE REQ. NO.   |  | 5. PROJECT NO. (if applicable)         |  |
| 6. ISSUED BY<br>MISSILE DEFENSE AGENCY (MDA)<br>7100 DEFENSE PENTAGON<br>WASHINGTON DC 20301-7100   |  | CODE<br><b>HQ00006</b>                  |  | 7. ADMINISTERED BY (if other than item 6)<br>DOMA VAN NUYS<br>6220 VAN NUYS BOULEVARD<br>VAN NUYS CA 91401-2713  |  | CODE<br><b>S0512A</b>                  |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>ENGINEERING MANAGEMENT CONCEPTS, INC.<br>PATRICK D. HAJUN<br>256 WILLIS DRIVE SUITE B<br>CAMARILLO CA 93010  |  |   |  | 9A. AMENDMENT OF SOLICITATION NO.  |  |  |  |
|   |  |   |  | 9B. DATED (SEE ITEM 11)  |  |  |  |
|   |  |   |  | X 10A. MOD. OF CONTRACT/ORDER NO.<br><b>HQ00006-02-C-0037</b>  |  |  |  |
|   |  |   |  | X 10B. DATED (SEE ITEM 13)<br><b>27-Nov-2002</b>   |  |  |  |
| CODE <b>1DB04</b>   |  | FACILITY CODE                           |  |  |  |  |  |
| <b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>  |  |   |  |  |  |  |  |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>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:<br>(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;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN<br>REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter,<br>provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |  |   |  |  |  |  |  |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required)<br><b>See Schedule</b>  |  |   |  |  |  |  |  |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.   |  |   |  |  |  |  |  |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |  |   |  |  |  |  |  |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).   |  |   |  |  |  |  |  |
| X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br><b>Mutual Agreement of the Parties</b>  |  |   |  |  |  |  |  |
| D. OTHER (Specify type of modification and authority)   |  |   |  |  |  |  |  |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <b>1</b> copies to the issuing office.   |  |   |  |  |  |  |  |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br>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).   |  |   |  |  |  |  |  |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.  |  |   |  |  |  |  |  |
| 15A. NAME AND TITLE OF SIGNER (Type or print)   |  |   |  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>DANIE L. KNIGHT / CONTRACTING OFFICER, CTS<br>TEL: (703) 486-0874 EMAIL: Dana.Knight@mda.osd.mil |  |  |  |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign)   |  | 15C. DATE SIGNED                        |  | 16B. UNITED STATES OF AMERICA<br>BY <br>(Signature of Contracting Officer) |  | 16C. DATE SIGNED<br><b>03-Nov-2003</b> |  |

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION 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.

(End of Summary of Changes)

|   |  |   |   |  |                                      |                                |
|---|--|---|---|--|--------------------------------------|--------------------------------|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |  |   | 1. CONTRACT ID CODE<br><b>U</b>   |  | PAGE OF PAGES<br><b>1</b>   <b>2</b> |                                |
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00014</b>  |  | 3. EFFECTIVE DATE<br><b>16-Oct-2003</b> |   | 4. REQUISITION/PURCHASE REQ. NO.                             |                                      | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY<br>MISSILE DEFENSE AGENCY (MDA)<br>7100 DEFENSE PENTAGON<br>WASHINGTON DC 20301-7100   |  | CODE<br><b>HQ0006</b>                   | 7. ADMINISTERED BY (If other than item 6)<br>DOMA VAN NUYS<br>6220 VAN NUYS BOULEVARD<br>VAN NUYS CA 91401-2713 |  | CODE<br><b>S0512A</b>                |                                |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>ENGINEERING MANAGEMENT CONCEPTS, INC<br>PATRICK D. HAUN<br>295 WILLIS DRIVE SUITE B<br>CAWAPILLO CA 90010  |  |   |   | 9A. AMENDMENT OF SOLICITATION NO.                            |                                      |                                |
|   |  |   |   | 9B. DATED (SEE ITEM 11)                                      |                                      |                                |
|   |  |   |   | X 10A. MOD. OF CONTRACT/ORDER NO.<br><b>HQ0006-02-C-0037</b> |                                      |                                |
|   |  |   |   | X 10B. DATED (SEE ITEM 13)<br><b>27-Nov-2002</b>             |                                      |                                |
| CODE <b>1DB04</b>   |  | FACILITY CODE                           |   |  |                                      |                                |
| <b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>  |  |   |   |  |                                      |                                |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer<br>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:<br>(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;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN<br>REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter,<br>provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |  |   |   |  |                                      |                                |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required)   |  |   |   |  |                                      |                                |
| <b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.</b><br><b>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>   |  |   |   |  |                                      |                                |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |  |   |   |  |                                      |                                |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).   |  |   |   |  |                                      |                                |
| X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br>Mutual Agreement of the Parties   |  |   |   |  |                                      |                                |
| D. OTHER (Specify type of modification and authority)   |  |   |   |  |                                      |                                |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <b>1</b> copies to the issuing office.   |  |   |   |  |                                      |                                |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br>The purpose of this modification is to add two temporary accountants. See page two.  |  |   |   |  |                                      |                                |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.  |  |   |   |  |                                      |                                |
| 15A. NAME AND TITLE OF SIGNER (Type or print)   |  |   |   | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)   |                                      |                                |
|   |  |   |   | JOHN B. RICHARDSON / DIRECTOR, CTS                           |                                      |                                |
|   |  |   |   | TEL: (703) 486-0142 EMAIL: benj.richardson@mda.osd.mil       |                                      |                                |
| 15B. CONTRACTOR/OFFEROR   |  | 15C. DATE SIGNED                        |   | 16B. UNITED STATES OF AMERICA                                |                                      | 16C. DATE SIGNED               |
| (Signature of person authorized to sign)  |  |   |   | BY <i>John B. Richardson</i>                                 |                                      | 21-Nov-2003                    |
|   |  |   |   | (Signature of Contracting Officer)                           |                                      |                                |

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

**SECTION SF 30 BLOCK 14 CONTINUATION PAGE****SUMMARY OF CHANGES****SECTION 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.

(End of Summary of Changes)

|   |  |   |   |  |                                      |
|---|--|---|---|--|--------------------------------------|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |  |   |   | I. CONTRACT ID CODE<br><b>U</b>  | PAGE OF PAGES<br><b>1</b>   <b>4</b> |
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00015</b>  |  | 3. EFFECTIVE DATE<br><b>29-Dec-2003</b> |   | 4. REQUISITION/PURCHASE REQ. NO.   |                                      |
| 6. ISSUED BY<br>MISSILE DEFENSE AGENCY (MDA)<br>7100 DEFENSE PENTAGON<br>WASHINGTON DC 20301-7100   |  | CODE<br><b>HQ0006</b>                   |   | 5. PROJECT NO.(If applicable)<br><b>S0512A</b>   |                                      |
| 7. ADMINISTERED BY (If other than item 6)<br>OCMA VAN NUYS<br>8230 VAN NUYS BOULEVARD<br>VAN NUYS CA 91401-2713   |  |   |   | CODE   |                                      |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>ENGINEERING MANAGEMENT CONCEPTS, INC<br>PATRICK D. HAUN<br>295 WILLIS DRIVE SUITE B<br>CAMARILLO CA 93010  |  |   |   | 9A. AMENDMENT OF SOLICITATION NO.  |                                      |
|   |  |   |   | 9B. DATED (SEE ITEM 11)  |                                      |
|   |  |   |   | X 10A. MOD. OF CONTRACT/ORDER NO.<br>HQ0006-02-C-0037  |                                      |
|   |  |   |   | 10B. DATED (SEE ITEM 13)<br>X 27-Nov-2002  |                                      |
| CODE <b>1DB04</b>   |  | FACILITY CODE                           |   |  |                                      |
| <b>II. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>  |  |   |   |  |                                      |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.   |  |   |   |  |                                      |
| Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods.<br>(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;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br/>         RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN<br/>         REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter,<br>provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |  |   |   |  |                                      |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required)<br><b>See Schedule</b>  |  |   |   |  |                                      |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.   |  |   |   |  |                                      |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |  |   |   |  |                                      |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).   |  |   |   |  |                                      |
| X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br><b>Mutual Agreement of the Parties</b>  |  |   |   |  |                                      |
| D. OTHER (Specify type of modification and authority)   |  |   |   |  |                                      |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <b>3</b> copies to the issuing office.   |  |   |   |  |                                      |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br><b>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 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. See pages 2-4.</b>  |  |   |   |  |                                      |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.  |  |   |   |  |                                      |
| 15A. NAME AND TITLE OF SIGNER (Type or print)   |  |   | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>MARC LESSER / CONTRACTING OFFICER, CTS<br>TEL: (703)486-0178 EMAIL: marc.lesser@mda.osd.mil |  |                                      |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign)   |  | 15C. DATE SIGNED                        |   | 16B. UNITED STATES OF AMERICA<br>BY <br>(Signature of Contracting Officer) |                                      |
|   |  |   |   | 16C. DATE SIGNED<br><b>09-Feb-2004</b>   |                                      |

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## 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<br>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<br>31-MAR-2004 | N/A      | N/A<br>FOB: Destination |     |

The following Delivery Schedule for CLIN 0002 has been added:

| DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS         | UIC |
|-----------------------------------|----------|-------------------------|-----|
| POP 01-APR-2002 TO<br>31-MAR-2004 | N/A      | N/A<br>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

AB: 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: 9730400.2520 40603883C 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:     | <u>\$10,029,972.00</u> |
| Unobligated Ceiling: | \$ 462,430.55          |

(End of Summary of Changes)

|   |  |   |  |  |  |                                 |  |
|---|--|---|--|--|--|---------------------------------|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |  |   |  | 1. CONTRACT ID CODE<br><b>U</b>  |  | PAGE OF PAGES<br><b>1   3</b>   |  |
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00016</b>  |  | 3. EFFECTIVE DATE<br><b>01-Apr-2004</b> |  | 4. REQUISITION/PURCHASE REQ. NO.   |  | 5. PROJECT NO. (If applicable)  |  |
| 6. ISSUED BY<br>MISSILE DEFENSE AGENCY (MDA)<br>7100 DEFENSE PENTAGON<br>WASHINGTON DC 20301-7100   |  | CODE<br><b>HQ0006</b>                   |  | 7. ADMINISTERED BY (If other than item 6)<br>DCMA VAN NUYS<br>6230 VAN NUYS BOULEVARD<br>VAN NUYS CA 91401-2713  |  | CODE<br><b>S0512A</b>           |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>ENGINEERING MANAGEMENT CONCEPTS, INC<br>PATRICK D. HAUN<br>295 WILLIS DRIVE SUITE B<br>CAMARILLO CA 93010  |  |   |  | 9A. AMENDMENT OF SOLICITATION NO.  |  |                                 |  |
|   |  |   |  | 9B. DATED (SEE ITEM 11)  |  |                                 |  |
|   |  |   |  | X 10A. MOD. OF CONTRACT/ORDER NO.<br>HQ0006-02-C-0037  |  |                                 |  |
|   |  |   |  | X 10B. DATED (SEE ITEM 13)<br>27-Nov-2002  |  |                                 |  |
| CODE <b>10B04</b>   |  | FACILITY CODE                           |  |  |  |                                 |  |
| <b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>  |  |   |  |  |  |                                 |  |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>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:<br>(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;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN<br>REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter,<br>provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |  |   |  |  |  |                                 |  |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required)<br><b>See Schedule</b>  |  |   |  |  |  |                                 |  |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.   |  |   |  |  |  |                                 |  |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |  |   |  |  |  |                                 |  |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).   |  |   |  |  |  |                                 |  |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |  |   |  |  |  |                                 |  |
| X D. OTHER (Specify type of modification and authority)<br>Exercise of Option Clause  |  |   |  |  |  |                                 |  |
| E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.  |  |   |  |  |  |                                 |  |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br>The purpose of this modification is to exercise option 1; increase the authorized contract ceiling in accordance with the Contractor's February 2, 2004, proposal; and provide incremental funding in the amount of \$3,118,000.00. See pages 2-3.   |  |   |  |  |  |                                 |  |
| <small>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</small>   |  |   |  |  |  |                                 |  |
| 15A. NAME AND TITLE OF SIGNER (Type or print)   |  |   |  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>MARC LESSER / CONTRACTING OFFICER, CTS<br>TEL: (703)488-0176 EMAIL: marc.lesser@mda.osd.mil      |  |                                 |  |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign)   |  | 15C. DATE SIGNED                        |  | 16B. UNITED STATES OF AMERICA<br>BY <br>(Signature of Contracting Officer) |  | 16C. DATE SIGNED<br>12-Mar-2004 |  |

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
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## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$5,255,358.00 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 ADDRESS         | UIC |
|-----------------------------------|----------|-------------------------|-----|
| POP 01-APR-2004 TO<br>31-MAR-2005 | N/A      | N/A<br>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<br>31-MAR-2005 | N/A      | N/A<br>FOB: Destination |     |

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

| DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|---------------|----------|-----------------|-----|
|               |          |                 |     |

|                                   |     |                         |
|-----------------------------------|-----|-------------------------|
| POP 01-APR-2005 TO<br>31-MAR-2006 | N/A | N/A<br>FOB: Destination |
|-----------------------------------|-----|-------------------------|

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

|                                   |          |                         |     |
|-----------------------------------|----------|-------------------------|-----|
| DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS         | UIC |
| POP 01-APR-2005 TO<br>31-MAR-2006 | N/A      | N/A<br>FOB: Destination |     |

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

|                                   |          |                         |     |
|-----------------------------------|----------|-------------------------|-----|
| DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS         | UIC |
| POP 01-APR-2006 TO<br>31-MAR-2007 | N/A      | N/A<br>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<br>31-MAR-2007 | N/A      | N/A<br>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 BMDO0137589694 was 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 |  |

(End of Summary of Changes)

| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |   |  |  | 1. CONTRACT ID CODE<br><b>U</b>  | PAGE OF PAGES<br><b>1   2</b>  |
|---|---|--|--|--|--|
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00017</b>  | 3. EFFECTIVE DATE<br><b>01-Apr-2004</b> | 4. REQUISITION/PURCHASE REQ. NO.   | 5. PROJECT NO. (If applicable)   |  |  |
| 6. ISSUED BY<br><b>MISSILE DEFENSE AGENCY (MDA)<br/>7100 DEFENSE PENTAGON<br/>WASHINGTON DC 20301-7100</b>  | CODE<br><b>HQ0006</b>                   | 7. ADMINISTERED BY (If other than item 6)<br><b>DCMA VAN NUYS<br/>6230 VAN NUYS BOULEVARD<br/>VAN NUYS CA 91401-2713</b> |  | CODE<br><b>S0512A</b>  |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br><b>ENGINEERING MANAGEMENT CONCEPTS, INC<br/>PATRICK D. HAIN<br/>295 WILLIS DRIVE SUITE B<br/>CAMARILLO CA 93010</b>  |   |  |  | 9A. AMENDMENT OF SOLICITATION NO.  |  |
|   |   |  |  | 9B. DATED (SEE ITEM 11)  |  |
|   |   |  |  | <input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO.<br><b>HQ0006-02-C-0037</b> |  |
|   |   |  |  | <input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13)<br><b>27-Nov-2002</b>             |  |
| CODE <b>1DB04</b>   |   | FACILITY CODE  |  |  |  |
| <b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>  |   |  |  |  |  |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>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:<br>(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;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN<br>REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter,<br>provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |   |  |  |  |  |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required)   |   |  |  |  |  |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.   |   |  |  |  |  |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |   |  |  |  |  |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).   |   |  |  |  |  |
| <input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br><b>Mutual Agreement of the Parties</b>  |   |  |  |  |  |
| D. OTHER (Specify type of modification and authority)   |   |  |  |  |  |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <b>2</b> copies to the issuing office.   |   |  |  |  |  |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br>The purpose of this modification is to extend the period of performance of CLIN 0001 through August 31, 2004, allowing EMC to complete FIAC phases 4 and 5 added via modifications P00012 and P00015, respectively. See page two.  |   |  |  |  |  |
| 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)<br><b>Kristine m Gardner V.P. Programs</b>  |   |  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br><b>Marc Lesser</b> |  |  |
| 15B. CONTRACTOR/OFFEROR<br><b>Kristine m Gardner</b><br>(Signature of person authorized to sign)  |   |  | 15C. DATE SIGNED<br><b>5/26/04</b>   |  | 16B. UNITED STATES OF AMERICA<br><b>BY Marc Lesser</b><br>(Signature of Contracting Officer) |
|   |   |  |  |  | 16C. DATE SIGNED<br><b>6/2/04</b>  |

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## 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                     | QUANTITY | SHIP TO ADDRESS         | UIC |
|-----------------------------------|----------|-------------------------|-----|
| POP 01-APR-2002 TO<br>31-MAR-2004 | N/A      | N/A<br>FOB: Destination |     |

To:

| DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS  | UIC    |
|-----------------------------------|----------|--|--------|
| POP 01-APR-2002 TO<br>31-AUG-2004 | N/A      | MISSILE DEFENSE AGENCY (MDA)<br>HARVEY PLAYER<br>7100 DEFENSE PENTAGON<br>WASHINGTON DC 20301-7100<br>(703) 697-8508<br>FOB: Destination | HQ0006 |

The CLIN Funding Matrix is unchanged and remains as follows:

|                  |                        |   |
|------------------|------------------------|---|
| CLIN 0001        | \$10,029,972.00        |   |
| <u>CLIN 0101</u> | <u>\$ 3,118,000.00</u> |   |
| 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 |

(End of Summary of Changes)

|   |  |   |  |  |  |                                    |  |
|---|--|---|--|--|--|------------------------------------|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |  |   |  | 1. CONTRACT ID CODE<br><b>U</b>  |  | PAGE OF PAGES<br><b>1   7</b>      |  |
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00018</b>  |  | 3. EFFECTIVE DATE<br><b>01-May-2004</b> |  | 4. REQUISITION/PURCHASE REQ. NO.   |  | 5. PROJECT NO. (If applicable)     |  |
| 6. ISSUED BY<br><b>MISSILE DEFENSE AGENCY (MDA)<br/>7100 DEFENSE PENTAGON<br/>WASHINGTON DC 20301-7100</b>  |  | CODE<br><b>HQ0006</b>                   |  | 7. ADMINISTERED BY (If other than item 6)<br><b>DCMA VAN NUYS<br/>6230 VAN NUYS BOULEVARD<br/>VAN NUYS CA 91401-2713</b> |  | CODE<br><b>S0512A</b>              |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br><b>ENGINEERING MANAGEMENT CONCEPTS, INC<br/>PATRICK D. HAUN<br/>295 WILLIS DRIVE SUITE B<br/>CAMARILLO CA 93010</b>  |  |   |  | 9A. AMENDMENT OF SOLICITATION NO.  |  |                                    |  |
|   |  |   |  | 9B. DATED (SEE ITEM 11)  |  |                                    |  |
|   |  |   |  | X 10A. MOD. OF CONTRACT/ORDER NO.<br><b>HQ0006-02-C-0037</b>   |  |                                    |  |
|   |  |   |  | X 10B. DATED (SEE ITEM 13)<br><b>27-Nov-2002</b>   |  |                                    |  |
| CODE<br><b>1DB04</b>  |  | FACILITY CODE                           |  |  |  |                                    |  |
| <b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>  |  |   |  |  |  |                                    |  |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>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:<br>(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;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN<br>REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter,<br>provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |  |   |  |  |  |                                    |  |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required)<br><b>See Schedule</b>  |  |   |  |  |  |                                    |  |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br>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<br>CONTRACT ORDER NO. IN ITEM 10A.   |  |   |  |  |  |                                    |  |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying<br>office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  |  |   |  |  |  |                                    |  |
| X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br><b>Mutual Agreement of the Parties</b>  |  |   |  |  |  |                                    |  |
| D. OTHER (Specify type of modification and authority)   |  |   |  |  |  |                                    |  |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <b>2</b> copies to the issuing office.   |  |   |  |  |  |                                    |  |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter<br>where feasible.)<br>The purpose of this modification is to increase the contract ceiling for the additional security requirements in the CTX Source Selection area,<br>incorporate SOW attachment 1B, revise the SOW in accordance with the new shuttle schedule and bus size and re-incorporate Section 5.1<br>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)<br><b>Kristine M Gardner V.P. Programs</b>  |  |   |  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br><b>Marc Lesser<br/>Contracting Officer</b>                 |  |                                    |  |
| 15B. CONTRACTOR/OFFEROR<br><b>Kristine M Gardner</b><br>(Signature of person authorized to sign)  |  | 15C. DATE SIGNED<br><b>9-29-04</b>      |  | 16B. UNITED STATES OF AMERICA<br>BY <b>Marc Lesser</b><br>(Signature of Contracting Officer)                             |  | 16C. DATE SIGNED<br><b>10/7/04</b> |  |

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION 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 | Enhanced FIAC  |          |      |                      |        |
| OPTION    | CPFF   |          |      |                      |        |
|           | Provide enhanced FIAC to support MDA/RM as required. |          |      |                      |        |
|           |  |          |      | ESTIMATED COST       | \$0.00 |
|           |  |          |      | FIXED FEE            | \$0.00 |
|           |  |          |      |                      | <hr/>  |
|           |  |          |      | TOTAL EST COST + FEE | \$0.00 |
|           | Funded Amount  |          |      |                      | \$0.00 |

FOB: Destination

## SUBCLIN 0103AA is added as follows:

| ITEM NO   | SUPPLIES/SERVICES  | QUANTITY | UNIT  | UNIT PRICE           | AMOUNT       |
|-----------|--|----------|-------|----------------------|--------------|
| 0103AA    |  |          |       |                      |              |
| EXERCISED | Phase IV FIAC  |          | Group |                      |              |
| OPTION    | CPFF   |          |       |                      |              |
|           | Phase IV CTX Source Selection area upgrades to the sound transmission coefficient rating as specified by MDA/SISO in order for CTX to conduct business of a sensitive nature in accordance with the attached SOW (Attachment 1B) |          |       |                      |              |
|           |  |          |       | ESTIMATED COST       | \$593,115.00 |
|           |  |          |       | FIXED FEE            | \$28,351.00  |
|           |  |          |       |                      | <hr/>        |
|           |  |          |       | TOTAL EST COST + FEE | \$621,466.00 |
|           | ACRN AL Funded Amount  |          |       |                      | \$457,633.00 |
|           | ACRN AM Funded Amount  |          |       |                      | \$163,833.00 |

FOB: Destination

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:                     | \$ <u>1,448,107.00</u> |
| 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 | SHIP TO ADDRESS  | UIC    |
|-----------------------------------|----------|--|--------|
| POP 01-APR-2004 TO<br>31-MAR-2005 | N/A      | MISSILE DEFENSE AGENCY (MDA)<br>HARVEY PLAYER<br>7100 DEFENSE PENTAGON<br>WASHINGTON DC 20301-7100<br>(703) 486-6907<br>FOB: Destination | HQ0006 |

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

| DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS  | UIC    |
|-----------------------------------|----------|--|--------|
| POP 01-MAY-2004 TO<br>26-NOV-2004 | N/A      | MISSILE DEFENSE AGENCY (MDA)<br>HARVEY PLAYER<br>7100 DEFENSE PENTAGON<br>WASHINGTON DC 20301-7100<br>(703) 486-6907<br>FOB: Destination | HQ0006 |

**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         |
| <b>Total CLIN 0001 funding:</b>                          | <b>\$0</b>               | <b>\$10,029,972.00</b> |

**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        |
| <b>Total CLIN 0101 funding:</b>           | <b>\$0</b>               | <b>\$3,118,000.00</b> |

**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: | \$457,633.00             | \$457,633.00        |
| The following funds obligated SubCLIN 0103AA ACRN AM:    | \$163,833.00             | \$163,833.00        |
| <b>Total CLIN 0004 funding:</b>                          | <b>\$621,466.00</b>      | <b>\$621,466.00</b> |

**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          |
| <b>Total:</b>                    | <b>\$13,769,438.00</b> |
| 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:

**ACRN: AL**

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

AB:        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: \$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) |

(End of Summary of Changes)

**Exhibit A**  
**HQ0006-02-C-0037**

**CONTRACT DATA REQUIREMENTS LIST**  
**FOR**  
**FINANCIAL INTEGRATION AND ASSESSMENT CENTER**  
**MDA/RM**

**SEPTEMBER 20, 2004**

**PREPARED BY**  
**MISSILE DEFENSE AGENCY**

**A. INTRODUCTION**

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

**B. APPLICABLE DOCUMENTS**

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

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

**C. AUTHORITIES (BLOCK 4)**

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

| <u>DI Block</u> | <u>Entry</u>   | <u>Definition</u>              |
|-----------------|--|--------------------------------|
| 7               | LT   | Letter of transmittal          |
| 8               | N/A  | Not applicable                 |
| 9               | N/A  | Not applicable                 |
| 10              | ASREQ As required<br>ANNLY Annually<br>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      | Missile Defense Agency  |
| MDA /CT, or | ATTN: MDA / _____   |
| MDA /RMC    | Federal Office Building 2 – Navy Annex<br>1301 Southgate Road<br>Arlington, VA 22202                                    |
| DTIC        | Defense Technical Information Center<br>ATTN: DTIC-FDAC<br>8725 John J. Kingman Road<br>Fort Belvoir, VA 22060-6218     |
| BIRC        | BMD Information Resource Center<br>Federal Office Building 2 – Navy Annex<br>1301 Southgate Road<br>Arlington, VA 22202 |

| CONTRACT DATA REQUIREMENTS LIST<br>(1 Data Item)  |  |   |   |   |  | Form Approved<br>OMB No. 0704-0188 |  |    |  |
|---|--|---|---|---|--|------------------------------------|--|----|--|
| <small>Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Office for the Contract/PR No. listed in Block E.</small>  |  |   |   |   |  |                                    |  |    |  |
| A. CONTRACT LINE ITEM NO.<br>0002, 0102, 0202, 0302   |  | B. EXHIBIT<br>A                                       |   | C. CATEGORY<br>TDP _____ TM _____ OTHER <u>XX</u> |  |                                    |  |    |  |
| D. SYSTEM/ITEM<br>Financial Integration and Assessment Center   |  | E. CONTRACT/PR. NO.<br>HQ0006-02-C-0037               |   | F. CONTRACTOR<br>Engineering Management Concepts  |  |                                    |  |    |  |
| 1. DATA ITEM NO.<br>A001  | 2. TITLE OF DATA ITEM<br>Status Report |   |   | 3. SUBTITLE<br>Monthly Status Reports             |  |                                    |  |    |  |
| 4. AUTHORITY (Data Acquisition Document No.)<br>DI-MGMT-80368/T, Jun. 1987  |  | 5. CONTRACT REFERENCE<br>SOW 7.0, Contract Clause C-1 |   | 6. REQUIRING OFFICE<br>MDA/RM                     |  |                                    |  |    |  |
| 7. DD 250 REQ<br>LT   | 9. DIST STATEMENT<br>REQUIRED<br>C     | 10. FREQUENCY<br>MTHLY                                | 12. DATE OF FIRST SUBMISSION<br>See Block 16    | 14. DISTRIBUTION                                  |  |                                    |  |    |  |
| 8. APP CODE<br>N/A  |  | 11. AS OF DATE<br>0                                   | 13. DATE OF SUBSEQUENT<br>SUBMISSION<br>20 DARF |   |  |                                    |  |    |  |
| 16. REMARKS<br><br>Block 4: Format and Content shall be proposed by the Contractor for Contracting Officer Representative approval.<br><br>Block 8: The Contractor shall submit drafts for Contracting Officer Representative approval of format and content based on the performance standards established to include all of the following criteria:<br><br><ul style="list-style-type: none"> <li>• Consideration of presentation of receiver information needs</li> <li>• Brief, but complete information in clear, concise, easily understood, and unambiguous terms.</li> </ul> Five (5) working days shall be allowed for MDA/RM review and comment followed by three (3) working days for Contractor submission of a final draft.<br><br>The first submission is due twenty calendar days after the first full month after contract initiation to include reporting period from the date of contract initiation. Subsequent submissions are to be provided at the beginning of the month for the prior month's activities.<br><br>Block 14:<br><br>a. Delivery shall be by electronic media unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/RM word processing, spreadsheet, and database applications.<br><br>b. Other distribution, affecting total copy requirements, will be required dependent upon presentation participation, and shall be coordinated with the Contracting Officer's Representative prior to final document submission. |  |   |   | a. ADDRESSEE                                      |  | b. COPIES                          |  |    |  |
|   |  |   |   | MDA/RM  |  | 1                                  |  | 1  |  |
|   |  |   |   | MDA/CT  |  | 0                                  |  | 1  |  |
|   |  |   |   | MDA/RMC - Data Manager                            |  | 0                                  |  | LT |  |
|   |  |   |   |   |  |                                    |  |    |  |
|   |  |   |   |   |  |                                    |  |    |  |
|   |  |   |   |   |  |                                    |  |    |  |
|   |  |   |   |   |  |                                    |  |    |  |
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| 15. TOTAL   |  | ⇒   |   | 1   |  | 2                                  |  |    |  |
| G. PREPARED BY<br>Mr. Billy Love, MDA/RM  |  | H. DATE<br>03/01/02                                   |   | I. APPROVED BY<br>Mr. Michael Wallace, BMDO/RMC   |  | J. DATE<br>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<br>(1 Data Item)   |  |  |  |   |  | Form Approved<br>OMB No. 0704-0188 |     |       |
|--|--|--|--|---|--|------------------------------------|-----|-------|
| Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Printing Office for the Contract/PR No. listed in Block E. |  |  |  |   |  |                                    |     |       |
| A. CONTRACT LINE ITEM NO.<br>0002, 0102, 0202, 0302  |  | B. EXHIBIT<br>A                              |  | C. CATEGORY<br>TDP _____ TM _____ OTHER <u>XX</u> |  |                                    |     |       |
| D. SYSTEM/ITEM<br>Financial Integration and Assessment Center  |  | E. CONTRACT/PR. NO.<br>HQ0006-02-C-0037      |  | F. CONTRACTOR<br>Engineering Management Concepts  |  |                                    |     |       |
| 1. DATA ITEM NO.<br>A002   | 2. TITLE OF DATA ITEM<br>Funds & Labor Hour Expenditure Report |  |  | 3. SUBTITLE                                       |  |                                    |     |       |
| 4. AUTHORITY (Data Acquisition Document No.)<br>DI-FNCL-81537, Mar. 1997   |  | 5. CONTRACT REFERENCE<br>Contract Clause C-1 |  | 6. REQUIRING OFFICE<br>MDA/RM                     |  |                                    |     |       |
| 7. DD 250 REQ<br>LT  | 9. DIST STATEMENT REQUIRED<br>N/A                              | 10. FREQUENCY<br>MTHLY                       | 12. DATE OF FIRST SUBMISSION<br>See Block 16 | 14. DISTRIBUTION                                  |  |                                    |     |       |
| 8. APP CODE<br>N/A   |  | 11. AS OF DATE<br>0                          | 13. DATE OF SUBSEQUENT SUBMISSION<br>20 DARF | a. ADDRESSEE                                      |  | b. COPIES                          |     |       |
|  |  |  |  |   |  | Final                              |     |       |
| 16. REMARKS<br><br>Block 12: The first submission is due twenty calendar days after the first full month after contract initiation to include reporting period from the date of contract initiation.<br><br>Block 14: Distribution to MDA/CT shall be via electronic means as directed by the PCO. FLIERS will be prepared electronically and submitted electronically using the Combined Acquisition Reporting and Analysis Tool (CARAT). To establish a Contractor account in CARAT, contact 703-882-6558 or 703-882-6433.   |  |  |  | MDA/CT  |  | Draft                              | Reg | Repro |
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|  |  |  |  | 15. TOTAL<br>⇒                                    |  |                                    |     |       |
| G. PREPARED BY<br>Mr. Harvey Player, MDA/RM  |  | H. DATE<br>9/20/04                           |  | I. APPROVED BY<br>Mr. Michael Wallace, BMDO/RMC   |  | J. DATE<br>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 proogram 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 analyusis 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:

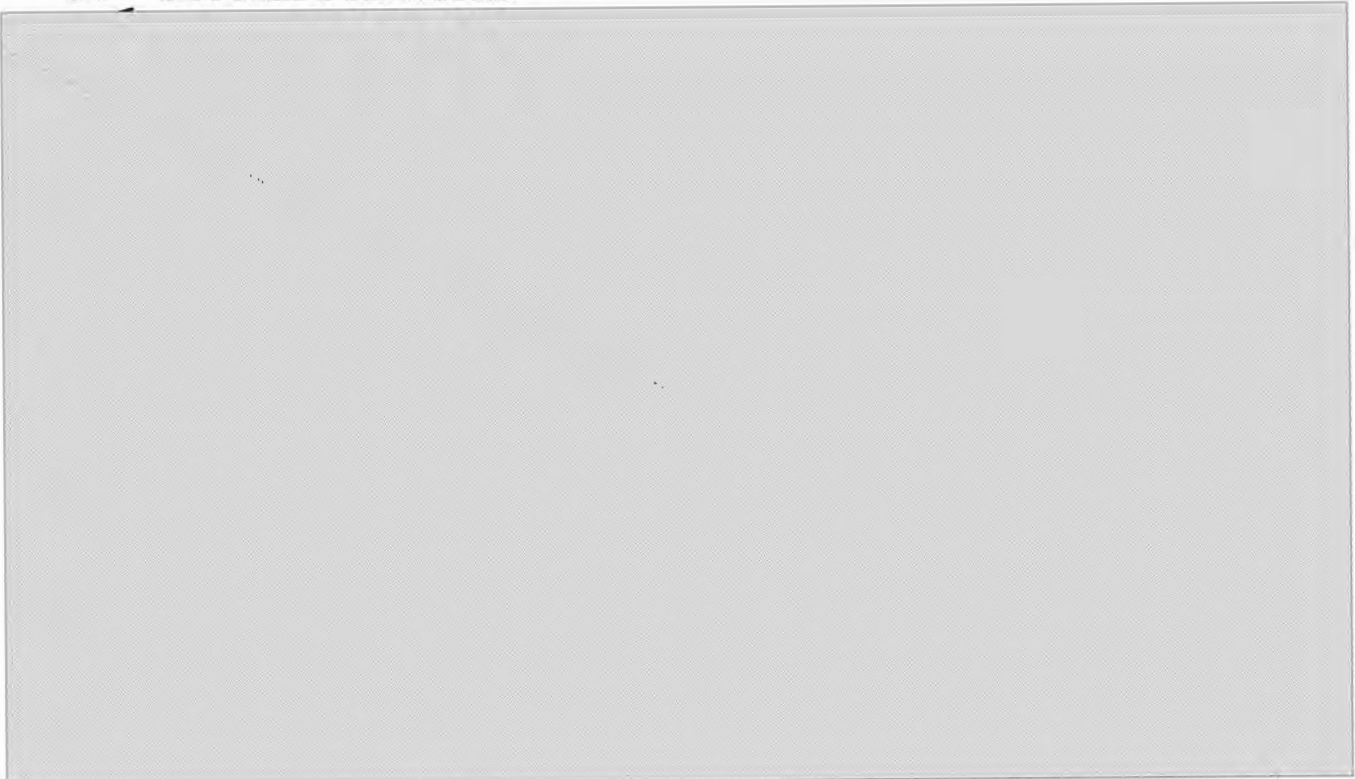
- **Chief Financial Officer Act (CFOA)**- the CFOA requires the MDA to prepare an Annual Financial Statement (AFS) that is compliant with the standards and principals identified in the CFOA. Preparation of the AFS requires timely, organized, correlated, and accurate financial data. Preparation of the 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)



(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 vcc :  
(h)

(b)(2)



|   |  |   |  |  |  |                                 |  |
|---|--|---|--|--|--|---------------------------------|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |  |   |  | I. CONTRACT ID CODE<br><b>U</b>  |  | PAGE OF PAGES<br><b>1   4</b>   |  |
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00019</b>  |  | 3. EFFECTIVE DATE<br><b>25-Oct-2004</b> |  | 4. REQUISITION/PURCHASE REQ. NO.   |  | 5. PROJECT NO.(If applicable)   |  |
| 6. ISSUED BY<br>MISSILE DEFENSE AGENCY (MDA)<br>7100 DEFENSE PENTAGON<br>WASHINGTON DC 20301-7100   |  | CODE<br><b>HQ0006</b>                   |  | 7. ADMINISTERED BY (If other than item 6)<br>DCMA VAN NUYS<br>6230 VAN NUYS BOULEVARD<br>VAN NUYS CA 91401-2713  |  | CODE<br><b>S0512A</b>           |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>ENGINEERING MANAGEMENT CONCEPTS, INC<br>PATRICK D. HAUN<br>295 WILLIS DRIVE SUITE B<br>CAMARILLO CA 93010  |  |   |  | 9A. AMENDMENT OF SOLICITATION NO.  |  |                                 |  |
|   |  |   |  | 9B. DATED (SEE ITEM 11)  |  |                                 |  |
|   |  |   |  | X 10A. MOD. OF CONTRACT/ORDER NO.<br>HQ0006-02-C-0037  |  |                                 |  |
|   |  |   |  | X 10B. DATED (SEE ITEM 13)<br>27-Nov-2002  |  |                                 |  |
| CODE <b>1DB04</b>   |  | FACILITY CODE                           |  |  |  |                                 |  |
| <b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>  |  |   |  |  |  |                                 |  |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>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:<br>(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;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN<br>REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter,<br>provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |  |   |  |  |  |                                 |  |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required)<br><b>See Schedule</b>  |  |   |  |  |  |                                 |  |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.   |  |   |  |  |  |                                 |  |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |  |   |  |  |  |                                 |  |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).   |  |   |  |  |  |                                 |  |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |  |   |  |  |  |                                 |  |
| X D. OTHER (Specify type of modification and authority)<br>FAR 52.232-22 "Limitation of Funds"  |  |   |  |  |  |                                 |  |
| E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.  |  |   |  |  |  |                                 |  |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br>The purpose of this modification is to provide incremental funding in the amount of \$2,137,358.00. 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 TITLE OF CONTRACTING OFFICER (Type or print)<br>MARC LESSER / CONTRACTING OFFICER, CTS<br>TEL: (703) 882-6426 EMAIL: marc.lesser@mda.osd.mil     |  |                                 |  |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign)   |  | 15C. DATE SIGNED                        |  | 16B. UNITED STATES OF AMERICA<br>BY <br>(Signature of Contracting Officer) |  | 16C. DATE SIGNED<br>25-Oct-2004 |  |

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 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<br>CPFF |          |      |                      |                |
|         |   |          |      | ESTIMATED COST       | \$0.00         |
|         |   |          |      | FIXED FEE            | \$0.00         |
|         |   |          |      |                      | <hr/>          |
|         |   |          |      | TOTAL EST COST + FEE | \$0.00         |
|         | ACRN AK Funded Amount                     |          |      |                      | \$3,118,000.00 |

FOB: Destination

SUBCLIN 010102 is added as follows:

| ITEM NO | SUPPLIES/SERVICES                         | QUANTITY | UNIT | UNIT PRICE           | AMOUNT         |
|---------|---|----------|------|----------------------|----------------|
| 010102  | Incremental Funding for CLIN 0101<br>CPFF |          |      |                      |                |
|         |   |          |      | ESTIMATED COST       | \$0.00         |
|         |   |          |      | FIXED FEE            | \$0.00         |
|         |   |          |      |                      | <hr/>          |
|         |   |          |      | 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         |
| <b>Total CLIN 0001 funding:</b>                          | <b>\$0</b>               | <b>\$10,029,972.00</b> |

##### **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: | \$2,137,358.00           | \$2,137,358.00        |
| <b>Total CLIN 0101 funding:</b>                          | <b>\$2,137,358.00</b>    | <b>\$5,255,358.00</b> |

##### **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 SubCLIN 0103AA ACRN AM:    | \$0                      | \$163,833.00        |
| <b>Total CLIN 0004 funding:</b>                          | <b>\$0</b>               | <b>\$621,466.00</b> |

**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)

|   |  |   |                                 |  |                               |  |
|---|--|---|---------------------------------|--|-------------------------------|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |  |   | 1. CONTRACT ID CODE<br><b>U</b> |  | PAGE OF PAGES<br><b>1   5</b> |  |
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00020</b>  |  | 3. EFFECTIVE DATE<br><b>01-Dec-2004</b> |                                 | 4. REQUISITION/PURCHASE REQ. NO.   |                               | 5. PROJECT NO. (If applicable)   |
| 6. ISSUED BY<br>MISSILE DEFENSE AGENCY (MDA)<br>7100 DEFENSE PENTAGON<br>WASHINGTON DC 20301-7100   |  | CODE<br><b>HQ0006</b>                   |                                 | 7. ADMINISTERED BY (If other than 6)<br>DCMA VAN NUYS<br>6230 VAN NUYS BOULEVARD<br>VAN NUYS CA 91401-2713 |                               | CODE<br><b>S0512A</b>  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>ENGINEERING MANAGEMENT CONCEPTS, INC<br>PATRICK D. HAUM<br>296 WILLIS DRIVE SUITE B<br>CAMARILLO CA 93010  |  |   |                                 | 9A. AMENDMENT OF SOLICITATION NO.  |                               |  |
|   |  |   |                                 | 9B. DATED (SEE ITEM 11)  |                               |  |
|   |  |   |                                 | X 10A. MOD. OF CONTRACT/ORDER NO.<br><b>HQ0006-02-C-0037</b>   |                               |  |
|   |  |   |                                 | X 10B. DATED (SEE ITEM 13)<br><b>27-Nov-2002</b>   |                               |  |
| CODE <b>1D804</b>   |  | FACILITY CODE                           |                                 |  |                               |  |
| <b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>  |  |   |                                 |  |                               |  |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>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:<br>(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;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN<br>REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter,<br>provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |  |   |                                 |  |                               |  |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required)<br><b>See Schedule</b>  |  |   |                                 |  |                               |  |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br>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<br>CONTRACT ORDER NO. IN ITEM 10A.   |  |   |                                 |  |                               |  |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying<br>office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  |  |   |                                 |  |                               |  |
| X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br><b>Mutual Agreement of the Parties</b>  |  |   |                                 |  |                               |  |
| D. OTHER (Specify type of modification and authority)   |  |   |                                 |  |                               |  |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.   |  |   |                                 |  |                               |  |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter<br>where feasible.)<br>The purpose of this modification is to revise the recurring costs associated with FIAC Phase V which were added via modification P00015,<br>increase the contract value to include the nonrecurring costs of FIAC Phase V and provide incremental funding in the amount of<br>\$226,776.18. See pages 2 - 5.  |  |   |                                 |  |                               |  |
| 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)<br><b>Kristine M Gardner V.P. - Programs</b>  |  |   |                                 | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br><b>Marc Lesser</b>                           |                               |  |
| 15B. CONTRACTOR/OFFEROR<br><b>Kristine M Gardner</b><br>(Signature of person authorized to sign)  |  |   |                                 | 15C. DATE SIGNED<br><b>12/20/04</b>  |                               | 16B. UNITED STATES OF AMERICA<br>BY <b>Marc Lesser</b><br>(Signature of Contracting Officer) |
|   |  |   |                                 | 16C. DATE SIGNED<br><b>12/28/04</b>  |                               |  |

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION 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   | SUPPLIES/SERVICES   | QUANTITY | UNIT  | UNIT PRICE           | AMOUNT       |
|-----------|---|----------|-------|----------------------|--------------|
| 0103AB    |   |          | Group |                      |              |
| EXERCISED | Phase V FIAC - RMA Consolidation  |          |       |                      |              |
| OPTION    | 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  |
|           |   |          |       |                      | <hr/>        |
|           |   |          |       | TOTAL EST COST + FEE | \$232,573.14 |
|           | ACRN AM Funded Amount   |          |       |                      | \$226,776.18 |
|           | ACRN AN Funded Amount   |          |       |                      | \$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:                     | <u>\$ 1,458,097.80</u> |
| 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<br>31-MAR-2005 | N/A      | MISSILE DEFENSE AGENCY (MDA)<br>HARVEY PLAYER<br>7100 DEFENSE PENTAGON<br>WASHINGTON DC 20301-7100<br>(703) 486-6907<br>FOB: Destination | HQ0006 |

**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         |
| <b>Total CLIN 0001 funding:</b>                          | <b>\$0</b>               | <b>\$10,029,972.00</b> |

**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        |
| <b>Total CLIN 0101 funding:</b>                          | <b>(\$5,796.96)</b>      | <b>\$5,249,561.04</b> |

**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        |
| <b>Total CLIN 0103 funding:</b>                          | <b>\$232,573.14</b>      | <b>\$854,039.14</b> |



**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:                       | <u>\$ 854,039.14</u> |
| 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 SOLICITATION/MODIFICATION OF CONTRACT   |  |   |   | 1. CONTRACT ID CODE<br>U  | PAGE OF PAGES<br>1   5 |
|--|--|---|---|---|------------------------|
| 2. AMENDMENT/MODIFICATION NO.<br>P00021  |  | 3. EFFECTIVE DATE<br>31-Jan-2005                      |   | 4. REQUISITION/PURCHASE REQ. NO.  |                        |
| 5. PROJECT NO. (If applicable)   |  |   |   |   |                        |
| 6. ISSUED BY<br>MISSILE DEFENSE AGENCY (MDA)<br>7100 DEFENSE PENYAGON<br>WASHINGTON DC 20301-7100  |  | CODE<br>HQ0008  |   | 7. ADMINISTERED BY (If other than item 6)<br>OCMA VAN NUYS<br>8250 VAN NUYS BOULEVARD<br>VAN NUYS CA 91401-2713 |                        |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>ENGINEERING MANAGEMENT CONCEPTS, INC<br>PATRICK D. HAHN<br>200 WILLIS DRIVE SUITE B<br>CANARILLO CA 93010   |  | 9A. AMENDMENT OF SOLICITATION NO.                     |   | 9B. DATED (SEE ITEM 11)   |                        |
|  |  | X 10A. MOD. OF CONTRACT/ORDER NO.<br>HQ0008-02-C-0037 |   | 10B. DATED (SEE ITEM 13)  |                        |
| CODE 10804   |  | FACILITY CODE   |   | X 27-Nov-2002   |                        |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  |  |   |   |   |                        |
| <input type="checkbox"/> The above numbered solicitation is extended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.   |  |   |   |   |                        |
| Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:<br>(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;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN<br>REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter,<br>provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |  |   |   |   |                        |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required)<br>See Schedule  |  |   |   |   |                        |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.  |  |   |   |   |                        |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.   |  |   |   |   |                        |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  |  |   |   |   |                        |
| X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br>Mutual Agreement of the Parties  |  |   |   |   |                        |
| D. OTHER (Specify type of modification and authority)  |  |   |   |   |                        |
| E-IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.   |  |   |   |   |                        |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br>The purpose of this modification is to incorporate MDA's requirement for the construction of two hard-walled offices at 2100 Washington Boulevard resulting from personnel relocations associated with FIAC Phase V renovations; realign contract funding, and provide incremental funding in the amount of \$15,375.82. See pages 2- 5.  |  |   |   |   |                        |
| Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and is full force and effect.   |  |   |   |   |                        |
| 15A. NAME AND TITLE OF SIGNER (Type or print)<br>Kristine M. Gardner, V.P. Programs  |  |   | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>Marc Lesser<br>TEL: Contracting Officer |   |                        |
| 15B. CONTRACTOR/OFFEROR<br><i>Kristine M. Gardner</i><br>(Signature of person authorized to sign)  |  | 15C. DATE SIGNED<br>2/8/05                            |   | 16B. UNITED STATES OF AMERICA<br>BY <i>Marc Lesser</i><br>(Signature of Contracting Officer)                    |                        |
|  |  |   |   | 16C. DATE SIGNED<br>2/9/05  |                        |

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 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 access door into the area A3022A-H in Sequoia Plaza, 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 | SUPPLIES/SERVICES                                    | QUANTITY | UNIT | UNIT PRICE           | AMOUNT |
|---------|--|----------|------|----------------------|--------|
| 0203    | Enhanced FIAC  |          |      |                      |        |
| OPTION  | CPFF   |          |      |                      |        |
|         | Provide enhanced FIAC to support MDA/RM as required. |          |      |                      |        |
|         |  |          |      | ESTIMATED COST       | \$0.00 |
|         |  |          |      | FIXED FEE            | \$0.00 |
|         |  |          |      |                      | \$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           | AMOUNT      |
|---------|---|----------|------------------|----------------------|-------------|
| 0203AA  |   |          | Dollars,<br>U.S. |                      |             |
| OPTION  | Phase V FIAC - RMA Consolidation<br>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<br>30-JUN-2005 | N/A      | MISSILE DEFENSE AGENCY (MDA)<br>HARVEY PLAYER<br>7100 DEFENSE PENTAGON<br>WASHINGTON DC 20301-7100<br>(703) 486-6907<br>FOB: Destination | HQ0006 |

**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         |
| <b>Total CLIN 0001 funding:</b>                          | <b>\$0</b>               | <b>\$10,029,972.00</b> |

**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: | (\$2,310.40)             | \$2,129,250.64        |
| <b>Total CLIN 0101 funding:</b>                          | <b>(\$2310.40)</b>       | <b>\$5,247,250.64</b> |

**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        |
| <b>Total CLIN 0103 funding:</b>                          | <b>\$17,686.22</b>       | <b>\$871,725.36</b> |

**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  |  |   |  | 1. CONTRACT ID CODE<br>U   | PAGE OF PAGES<br>1   12 |
|---|--|---|--|--|-------------------------|
| 2. AMENDMENT/MODIFICATION NO.<br>P00022   |  | 3. EFFECTIVE DATE<br>01-Apr-2006  |  | 4. REQUISITION/PURCHASE REQ. NO.   |                         |
| 5. PROJECT NO. (If applicable)  |  |   |  |  |                         |
| 6. ISSUED BY<br>CODE<br>HQ0006<br><br>MISSILE DEFENSE AGENCY (MDA)<br>CONTRACTS DIRECTORATE<br>7100 DEFENSE PENTAGON<br>WASHINGTON DC 20301-7100  |  | 7. ADMINISTERED BY (If other than item 6)<br>CODE<br>S0512A<br><br>DCMA VAN NUYS<br>6230 VAN NUYS BOULEVARD<br>VAN NUYS CA 91401-3713 |  |  |                         |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>ENGINEERING MANAGEMENT CONCEPTS, INC<br>PATRICK D. MALIN<br>288 VALLIS DRIVE SUITE B<br>CARMARILLO CA 93010  |  |   |  | 9A. AMENDMENT OF SOLICITATION NO.  |                         |
|   |  |   |  | 9B. DATED (SEE ITEM 11)  |                         |
|   |  |   |  | X 10A. MOD. OF CONTRACT/ORDER NO.<br>HQ0006-02-C-0037  |                         |
|   |  |   |  | X 10B. DATED (SEE ITEM 13)<br>27-Nov-2002  |                         |
| CODE 1DB04  |  | FACILITY CODE   |  |  |                         |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS   |  |   |  |  |                         |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>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:<br>(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;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN<br>REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter,<br>provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |  |   |  |  |                         |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required)<br>See Schedule   |  |   |  |  |                         |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br>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<br>CONTRACT ORDER NO. IN ITEM 10A.   |  |   |  |  |                         |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying<br>office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  |  |   |  |  |                         |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |  |   |  |  |                         |
| X D. OTHER (Specify type of modification and authority)<br>Exercise of Option clause  |  |   |  |  |                         |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.   |  |   |  |  |                         |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter<br>where feasible.)<br>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<br>government; exercise option 2; update clause H-8 to include contractor employee out-processing procedures; update clause H-12 to include<br>"Execution" data; transfer \$600,000 of funding from CLIN 0001 to CLIN 0201; and provide incremental funding in the amount of<br>\$2,600,994.32. See pages 2-12.  |  |   |  |  |                         |
| Except as provided herein, all terms and conditions of the document referenced in item 9A or 15A, or hereafter changed, remains unchanged and in full force and effect.   |  |   |  |  |                         |
| 15A. NAME AND TITLE OF SIGNER (Type or print)<br>Kristine M. Gardner, V.P., Programs  |  |   |  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>Marc Lesser<br>Contracting Officer |                         |
| 15B. CONTRACTOR/OFFEROR<br><i>Kristine M Gardner</i><br>(Signature of person authorized to sign)  |  |   |  | 15C. DATE SIGNED<br>03/23/2005   |                         |
| 16B. UNITED STATES OF AMERICA<br>BY <i>Marc Lesser</i><br>(Signature of Contracting Officer)  |  |   |  | 16C. DATE SIGNED<br>3/28/05  |                         |

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 33.243

## 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 | SUPPLIES/SERVICES                 | QUANTITY | UNIT | UNIT PRICE           | AMOUNT       |
|---------|-----------------------------------|----------|------|----------------------|--------------|
| 020101  | Incremental funding for CLIN 0201 |          |      |                      |              |
|         | CPFF                              |          |      |                      |              |
|         |                                   |          |      | ESTIMATED COST       | \$0.00       |
|         |                                   |          |      | FIXED FEE            | \$0.00       |
|         |                                   |          |      |                      | <hr/>        |
|         |                                   |          |      | TOTAL EST COST + FEE | \$0.00       |
|         | ACRN AK Funded Amount             |          |      |                      | \$600,000.00 |

FOB: Destination

## SUBCLIN 020102 is added as follows:



| ITEM NO | SUPPLIES/SERVICES                         | QUANTITY | UNIT | UNIT PRICE           | AMOUNT         |
|---------|---|----------|------|----------------------|----------------|
| 020102  | Incremental funding for CLIN 0201<br>CPFF |          |      |                      |                |
|         |   |          |      | ESTIMATED COST       | \$0.00         |
|         |   |          |      | FIXED FEE            | \$0.00         |
|         |   |          |      |                      | <hr/>          |
|         |   |          |      | 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<br>31-MAR-2005 | N/A      | MISSILE DEFENSE AGENCY (MDA)<br>HARVEY PLAYER<br>7100 DEFENSE PENTAGON<br>WASHINGTON DC 20301-7100<br>(703) 486-6907<br>FOB: Destination | HQ0006 |

To:

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

To:

| DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS  | UIC    |
|-----------------------------------|----------|--|--------|
| POP 01-DEC-2004 TO<br>31-MAY-2005 | N/A      | MISSILE DEFENSE AGENCY (MDA)<br>HARVEY PLAYER<br>7100 DEFENSE PENTAGON<br>WASHINGTON DC 20301-7100<br>(703) 486-6907<br>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<br>31-MAR-2006 | N/A      | MISSILE DEFENSE AGENCY (MDA)<br>HARVEY PLAYER<br>CONTRACTS DIRECTORATE<br>7100 DEFENSE PENTAGON<br>WASHINGTON DC 20301-7100<br>(703) 486-6907<br>FOB: Destination | HQ0006 |

**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: | (\$600,000.00)           | \$1,144,000.00        |
| <b>Total CLIN 0001 funding:</b>                          | <b>(\$600,000.00)</b>    | <b>\$9,429,972.00</b> |

**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: | \$0                      | \$2,129,250.64        |
| <b>Total CLIN 0101 funding:</b>                          | <b>\$0</b>               | <b>\$5,247,250.64</b> |

**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: | \$0                      | \$8,107.36          |
| The following funds obligated on SubCLIN 0103AB ACRN AM: | \$0                      | \$242,152.00        |
| <b>Total CLIN 0103 funding:</b>                          | <b>\$0</b>               | <b>\$871,725.36</b> |

**The following ACRNs and funding amounts apply to CLIN 0201**

|  | Net Change This Mod Only | Total                 |
|--|--------------------------|-----------------------|
| The following funds obligated on SubCLIN 020101 ACRN AK: | \$600,000.00             | \$600,000.00          |
| The following funds obligated on SubCLIN 020102 ACRN A:  | \$2,583,105.24           | \$2,583,105.24        |
| <b>Total CLIN 0101 funding:</b>                          | <b>\$3,183,105.24</b>    | <b>\$3,183,105.24</b> |

**The following ACRNs and funding amounts apply to CLIN 0203**

|  | Net Change This Mod Only | Total              |
|--|--------------------------|--------------------|
| The following funds obligated on CLIN 0203 ACRN A: | \$17,889.08              | \$17,889.08        |
| <b>Total CLIN 0203 funding:</b>                    | <b>\$17,889.08</b>       | <b>\$17,889.08</b> |

**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           |
| <b>Total:</b>                    | <b>\$18,749,942.32</b> |
| 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 BMDO0154758675 was 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)