

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
 OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER  
SEE SCHEDULE

PAGE 1 OF 27

2. CONTRACT NO.  
GS-07F-0190L

3. AWARD/EFFECTIVE DATE  
01-Mar-2006

4. ORDER NUMBER  
HQ0006-06-F-0005

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:

a. NAME

b. TELEPHONE NUMBER (No Collect Calls)

8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY  
 MISSILE DEFENSE AGENCY (MDA)  
 CONTRACTS DIRECTORATE  
 7100 DEFENSE PENTAGON  
 WASHINGTON DC 20301-7100  
 TEL: (703) 882-6295  
 FAX: (703) 882-6356

CODE HQ0006

10. THIS ACQUISITION IS  
 UNRESTRICTED  
 SET ASIDE: % FOR  
 SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
 8(A)  
 NAICS: 561210  
 SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  
 13b. RATING  
 14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

12. DISCOUNT TERMS

15. DELIVER TO  
 MISSILE DEFENSE AGENCY (MDA)  
 ARTHUR V. TYSEN  
 CONTRACTS DIRECTORATE  
 7100 DEFENSE PENTAGON  
 WASHINGTON DC 20301-7100

CODE HQ0006

16. ADMINISTERED BY  
**SEE ITEM 9**

17a. CONTRACTOR/OFFEROR  
 BETA ANALYTICS, INC.  
 2677 PROSPERITY AVE - SUITE 400  
 FAIRFAX VA 22031-4905  
 TEL. 703-852-1881

CODE 3Y646

FACILITY CODE

18a. PAYMENT WILL BE MADE BY  
 DFAS - INDIANAPOLIS CENTER  
 ATTN: VENDOR PAY  
 DEPARTMENT 3800  
 8899 EAST 56TH STREET  
 INDIANAPOLIS IN 46249-3800

CODE HQ0347

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>					

25. ACCOUNTING AND APPROPRIATION DATA  
**See Schedule**

26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
**\$1,500,773.00**


27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE  
 OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  


31c. DATE SIGNED  
 10-Feb-2006

30b. NAME AND TITLE OF SIGNER  
 (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  
 MARC LESSER / CONTRACTING OFFICER, CTS  
 TEL: 703-882-6428 EMAIL: marc.lesser@mda.mil

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor FFP Services in support of the MDA/SI Security Operations and Access Control in accordance with the Statement of Objectives (SOO) Attachment 1 to provide the equivalent of [REDACTED] manmonths of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and Management Plan (Attachment 8)	[REDACTED]	Manmonth	[REDACTED]	[REDACTED]
NET AMT					[REDACTED]
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Funding for CLIN 0001 FFP PURCHASE REQUEST NUMBER: SISGJT61061, BASIC				
NET AMT					\$0.00

ACRN AA Funded Amount

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Dollars, U.S.		
	Surge Support T&M Surge Services to support MDA/SI in accordance with the SOO (Attachment 1)				
				TOT ESTIMATED PRICE CEILING PRICE	
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201					
	Funding for CLIN 0002 T&M Funding for transitional efforts during PURCHASE REQUEST NUMBER: SISGJT61182, BASIC				
				TOT ESTIMATED PRICE CEILING PRICE	\$0.00
	ACRN AB Funded Amount				
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			Dollars, U.S.		
	ODC COST Other Direct Costs to support MDA/SI in accordance with the SOO (Attachment 1). The estimated cost for ODCs is				
				ESTIMATED COST	
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000301					
	Funding for CLIN 0003 COST PURCHASE REQUEST NUMBER: SISGJT61183, BASIC				
				ESTIMATED COST	\$0.00
	ACRN AC Funded Amount				
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004					NSP
	CDRLs FFP Provide data reports for CLIN 0001 in accordance with the CDRL, DD Form 1423-1				
				NET AMT	\$0.00
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101	Labor		Manmonth		
OPTION	FFP				
	Services in support of the MDA/SI Security Operations and Access Control in accordance with the Statement of Objectives (SOO) Attachment 1 to provide the equivalent of [REDACTED] manmonths of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and Management Plan (Attachment 8)				
NET AMT					[REDACTED]
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102	Surge Support		Dollars,		
OPTION	T&M		U.S.		
	Surge Services to support MDA/SI in accordance with the SOO (Attachment 1)				
NET AMT					[REDACTED]
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103	ODC		Dollars,		
OPTION	COST		U.S.		
	Other Direct Costs to support MDA/SI in accordance with the SOO (Attachment 1). The estimated cost for ODCs is [REDACTED]				
ESTIMATED COST					[REDACTED]
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0104	CDRLs				
OPTION	FFP				
	Provide data reports for CLIN 0001 in accordance with the CDRL, DD Form 1423-1				

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NET AMT \$0.00

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201	Labor		Manmonth		
OPTION	FFP				
	Services in support of the MDA/SI Security Operations and Access Control in accordance with the Statement of Objectives (SOO) Attachment 1 to provide the equivalent of [REDACTED] manmonths of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and Management Plan (Attachment 8)				

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NET AMT [REDACTED]

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202	Surge Support		Dollars,		
OPTION	T&M		U.S.		
	Surge Services to support MDA/SI in accordance with the SOO (Attachment 1)				

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NET AMT

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203			Dollars, U.S.		
OPTION	ODC COST				
	Other Direct Costs to support MDA/SI in accordance with the SOO (Attachment 1). The estimated cost for ODCs is:				
				ESTIMATED COST	
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0204					
OPTION	CDRLs FFP				
	Provide data reports for CLIN 0001 in accordance with the CDRL, DD Form 1423-1				
				NET AMT	\$0.00
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301			Manmonth		
OPTION	Labor FFP				
	Services in support of the MDA/SI Security Operations and Access Control in accordance with the Statement of Objectives (SOO) Attachment 1 to provide the equivalent of manmonths of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and Management Plan (Attachment 8)				
				NET AMT	
	Funded Amount				\$0.00
	FOB: Destination				



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302			Dollars, U.S.		

OPTION Surge Support  
T&M  
Surge Services to support MDA/SI in accordance with the SOO (Attachment 1)

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NET AMT

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0303			Dollars, U.S.		

OPTION ODC  
COST  
Other Direct Costs to support MDA/SI in accordance with the SOO (Attachment 1). The estimated cost for ODCs is

ESTIMATED COST

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0304					

OPTION CDRLs  
FFP  
Provide data reports for CLIN 0001 in accordance with the CDRL, DD Form 1423-1

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NET AMT

\$0.00

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0401	Labor		Manmonth		
OPTION	FFP Services in support of the MDA/SI Security Operations and Access Control in accordance with the Statement of Objectives (SOO) Attachment 1 to provide the equivalent of [REDACTED] manmonths of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and Management Plan (Attachment 8)				
NET AMT					
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0402	Surge Support		Dollars, U.S.		
OPTION	T&M Surge Services to support MDA/SI in accordance with the SOO (Attachment 1)				
NET AMT					
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0403	ODC		Dollars, U.S.		
OPTION	COST Other Direct Costs to support MDA/SI in accordance with the SOO (Attachment 1). The estimated cost for ODCs is [REDACTED]				
ESTIMATED COST					
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0404	CDRLs				NSP
OPTION	FFP				
	Provide data reports for CLIN 0001 in accordance with the CDRL, DD Form 1423-1				

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NET AMT \$0.00

Funded Amount \$0.00

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	Government
0002	Destination	Government	Destination	Government
000201	N/A	N/A	N/A	Government
0003	Destination	Government	Destination	Government
000301	N/A	N/A	N/A	Government
0004	Destination	Government	Destination	Government
0101	Destination	Government	Destination	Government
0102	Destination	Government	Destination	Government
0103	Destination	Government	Destination	Government
0104	Destination	Government	Destination	Government
0201	Destination	Government	Destination	Government
0202	Destination	Government	Destination	Government
0203	Destination	Government	Destination	Government
0204	Destination	Government	Destination	Government
0301	Destination	Government	Destination	Government
0302	Destination	Government	Destination	Government
0303	Destination	Government	Destination	Government
0304	Destination	Government	Destination	Government
0401	Destination	Government	Destination	Government
0402	Destination	Government	Destination	Government
0403	Destination	Government	Destination	Government
0404	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-MAR-2006 TO 28-FEB-2007	N/A	MISSILE DEFENSE AGENCY (MDA) ARTHUR V. TYSEN CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 882-6295 FOB: Destination	HQ0006
000101	N/A	N/A	N/A	N/A
0002	POP 15-FEB-2006 TO 28-FEB-2007	N/A	MISSILE DEFENSE AGENCY (MDA) ARTHUR V. TYSEN CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 882-6295 FOB: Destination	HQ0006
000201	N/A	N/A	N/A	N/A
0003	POP 01-MAR-2006 TO 28-FEB-2007	N/A	MISSILE DEFENSE AGENCY (MDA) ARTHUR V. TYSEN CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 882-6295 FOB: Destination	HQ0006
000301	N/A	N/A	N/A	N/A
0004	POP 01-MAR-2006 TO 28-FEB-2007	N/A	MISSILE DEFENSE AGENCY (MDA) ARTHUR V. TYSEN CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 882-6295 FOB: Destination	HQ0006
0101	POP 01-MAR-2007 TO 29-FEB-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0102	POP 01-MAR-2007 TO 29-FEB-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0103	POP 01-MAR-2007 TO 29-FEB-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0104	POP 01-MAR-2007 TO 29-FEB-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0201	POP 01-MAR-2008 TO 28-FEB-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0202	POP 01-MAR-2008 TO 28-FEB-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0203	POP 01-MAR-2008 TO 28-FEB-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0204	POP 01-MAR-2008 TO 28-FEB-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0301	POP 01-MAR-2009 TO 28-FEB-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0302	POP 01-MAR-2009 TO 28-FEB-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0303	POP 01-MAR-2009 TO 28-FEB-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0304	POP 01-MAR-2009 TO 28-FEB-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0401	POP 01-MAR-2010 TO 28-FEB-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0402	POP 01-MAR-2010 TO 28-FEB-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0403	POP 01-MAR-2010 TO 28-FEB-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0404	POP 01-MAR-2010 TO 28-FEB-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006

## ACCOUNTING AND APPROPRIATION DATA

AA: 9760400.2520 6 BM 2520 40603883C00 2512 S12135 MD6060305C1061 620294  
 AMOUNT: ██████████

AB: 9760400.2520 6 BM 2520 40603883C00 2512 S12135 MD6060305C1182 620294  
 AMOUNT: ██████████

AC: 9760400.2520 6 BM 2520 40603883C00 2512 S12135 MD6060305C1183 620294  
 AMOUNT: ██████████

BSSP**BASIC SUPPORT SERVICES PROGRAM BOILERPLATE**

a. This is a Firm Fixed Price (FFP) order with a Time & Material (T&M) provision. The FFP CLIN is CLIN 0001 (and respective CLINs for each option year) and the T&M CLIN is CLIN 0002 (and respective CLINs for each option year). Other Direct Costs are addressed under CLIN 0003 (and respective CLINs for each option year). Deliverables are addressed under CLIN 0004 (and respective CLINs for each option year).

**DFARS 252.232-7007 Limitation Of Government's Obligation (AUG 1993)** is incorporated herein by reference and is applicable to CLINs 0001 and any other FFP based CLIN that may subsequently be added to this order. In accordance with (IAW) DFARS 252.232-7007 paragraph a., for these item(s), the sum of ██████████ of the total price is presently available for payment and allotted to this contract. IAW DFARS 252.232-7007 paragraph i. the parties contemplate that the Government will allot funds to this contract incrementally based on fiscal year availability of funds.

b. The contractor agrees to provide a firm fixed price for CLIN 0001 (and respective CLINs for each option year). The CLIN 0001 man-month price extended for the actual number of man-months provided covers all services that are part of the contractor's project plan and applicable staffing plan. The CLIN 0001 price includes all related project management, supervision, administrative support, and operating supplies whether performed on-site in MDA facilities or in contractor facilities. Travel and reimbursable items addressed in paragraph c. below will not be included in CLIN 0001 (and respective CLINs for each option year). Stated prices for each of the last two option years may be adjusted subject to the terms of Clause #12.

c. The parties mutually agree that Other Direct Costs (ODCs) under CLIN 0003 (and respective CLINs for each option year) will be billed at cost plus G&A without fee and IAW the GSA Schedule. The ODC CLINs are intended to cover pre-approved contractor travel, atypical time-critical supply or reproduction needs, and leased facilities when authorized in advance by the Contracting Officer. The CLIN 0002 price will be determined on an individual basis.

**FAR 52.232-22 Limitation Of Funds (APR 1984)** is incorporated herein by reference and is applicable to CLIN 0002 and 0003 (and respective CLINs for each option year) and any other Cost based CLIN that may subsequently be added to this order.

d. The parties mutually agree that the Contractor will provide substantially the staffing as provided in the Schedule of Supplies and Services on a daily basis during the operation of the work-site. Staffing shall be provided consistent with the staffing plan (which delineates whether staff is on-site at MDA or off-site at the contractors facility) agreed to by the parties as specified in Attachment 5, Labor Mix, Qualifications and Rates Matrix (submitted as part of the Offer). While the Government expects minor month-to-month fluctuations may occur in the actual staffing provided, it is the Contractor's responsibility to provide the effort and services such as to maintain a steady level-of-effort performance throughout the entire 12-month performance period. Minor variations in staffing and skill mix are mutually understood as an appropriate outcome of the work environment. In the event

that there is a change in staff location (on- to off-, or off- to on-site), the contractor shall provide the MDA Contracting Officer a revised Attachment 5 along with the appropriate upward or downward adjustment in contract price resulting from the change in staff location. There are ten (10) Government observed holidays.

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

(1) This contract is renewable in four increments of 12 months each at the unilateral option of the Government. An option shall be exercised by issuance, within sixty (60) days prior to the end of the current contract period, of a unilateral modification for the subsequent option requirements. (Note that this order will contain an Award Term provision IAW Clauses #11 and #12. The total duration of the order may extend to 10 years.)

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

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

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

**This order is subject to the terms and conditions of the General Services Administration (GSA) Federal Supply Schedule (FSS) Contract GS-07F-0190L and all clauses and provisions in full text or incorporated by reference herein. In the event of conflict, this SF 1449 shall govern.**

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

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

b. The Procuring Contracting Officer (PCO) will assign the Contracting Officer's Representative (COR) at the time of order issuance. The COR will pre-certify invoices and execute the receiving report(s), (Items 21 and 22 of the DD Form 250) required by this order as verification that the specified supplies have been delivered.

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

## 2. ORDER ACCOUNTING

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

- (1) Government order number.
- (2) Period of performance.
- (3) Amount due by CLIN:
  - Labor CLINs – fixed man-month unit price extended for the actual number of man-months provided for CLIN 0001 (and respective CLINs for each option year) and labor hours by labor category for CLIN 0002 (and respective CLINs for each option year).
  - ODC CLINs – itemized costs.

b. The contractor's accounting system shall provide traceability of all cost reimbursable elements (e.g. travel, material, other authorized direct costs) ordered by each program's funding citation's Accounting Classification Reference Number, if required by the ordering office.

c. Under no circumstances will any invoice exceed: the period of performance or fixed man-month unit price extended for the actual number of man-months provided under CLIN 0001 and respective option CLINs; the period of performance or authorized labor hours under CLIN 0004 and respective option CLINs); or the established cost ceiling under CLIN 0002 and respective option CLINs.

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

## 3. PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

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

## 4. PERIOD OF PERFORMANCE

For the base period the period of performance for this task order is 12 months commencing from the effective date of this order and 12 months for each option period, if exercised. Unless otherwise stated by the Contracting Officer, any extension to the contractor's GSA FSS Contract shall apply to this order, subsequent option exercise or Award Term entitlement (see clause #11) when awarded pursuant to this Task Order.

## 5. REMITTANCE ADDRESS

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

Beta Analytics, Inc.  
2677 Prosperity Ave - Suite 400  
Fairfax, VA 22031-4906



## 6. ACQUISITION OF FACILITIES

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

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

a. Travel. All contractor travel (non-local) under this contract (other than extended commuting travel as defined under paragraph c. below) must be approved in advance in writing by the COR using MDA Form 110 (dated March 2001).

b. Extended Commuting Travel.

(1) All contractor extended commuting travel under this contract must be approved by the COR AND BY THE PCO using MDA Form 110 (dated March 2001) based on documentation from the contractor showing that extended commuting travel is the most effective means of fulfilling the government's requirements – cost and other factors considered.

(2) Extended commuting travel may be authorized for up to 90 days at a time and must be authorized in advance in writing using MDA Form 110 (dated March 2001).

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

## 8. DELIVERABLES

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

## 9. LOCATION OF PERFORMANCE

a. On-site work under CLIN 0001 (and respective CLINs for each option year) will be performed at MDA Huntsville, Alabama sites or at other locations yet to be determined. Should off-site personnel be required at a future date in Huntsville, Alabama, the following shall apply: Off-site personnel are expected to perform tasks from a contractor facility within a 30 minute one-way commute time during rush hour by car, regularly scheduled public transportation, or a regularly scheduled shuttle system (i.e. transportation not specific or chargeable to this contract). Any proposed personnel place of performance outside the local commuting area must be explained/justified.

b. CLIN 0002 (and respective CLINs for each option year) will be performed either at MDA Huntsville, Alabama, sites or at other locations yet to be determined.

## 10. KEY STAFF

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

qualifications are equal to or better than the desired qualifications of this task order. Key Staff positions are designated in Attachment 5.

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

## 11. AWARD TERM

a. This order provides for a core performance time of 60 months consisting of a 12-month basic period and four (4) pre-priced core option years. There is no guarantee the Government will continue performance beyond the initial 12 month basic period. Based on the criteria in FAR 17.207, option years one through four may or may not be exercised by the Contracting Officer. If all of the option years one through four are exercised, the Award Term Approving Official may authorize up to three extensions beyond the core performance time, in the form of 12 month "award term periods" on the basis of an integrated assessment of the quality of performance and market research. Each of the first two award term periods carries a one year option period that may or may not be exercised by the Contracting Officer. With the addition of these three award term periods and the option year following each of the first two award term periods, the maximum performance time under this order is ten (10) years. The contractor may earn award term periods for sustained performance that exceeds a satisfactory level.

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

c. For award term entitlements, the contractor's performance will be evaluated based on the Government established Award Term Plan (Attachment 6). The schedule part of this clause reflects the timetable for evaluations and award term decision points. The evaluation decision point is scheduled for completion no later than 90 days following the end of the period being evaluated. If the Award Term Approving Official grants an award term, the entitlement to that award term period will be issued in a modification to the order (contingent on availability of funds, exercise of prior option years, and continued coverage of the contractor's GSA schedule contract). Within 60 days prior to the end of each applicable award term period (if awarded), the Contracting Officer may exercise an option year by issuing a unilateral modification to the order. Contract options are exercisable based on the criteria in FAR 17.207 and are not covered by the award term plan in the task order.

