Date: 14 Jan 2013

## Full and Open (F&O) MiDAESS Task Order Performance Work Statement Integration Synchronization Group/DP-01-13 Revision 3 19 January 2015

### 1. Administrative Information

- 1.1. Full and Open (F&O) or Small Business Set Aside (SBSA): F&O
- 1.2. Functional Capability Group # 2: Acquisition Support
- 1.3. Functional Area: Program Executive for Programs and Integration
- 1.4. CLIN: Per the task order
- 1.5. Task Order Title/No.: Integration Synchronization Group/DP-01-13
- 1.6. Base Period of Performance: Per the task order
- 1.7. Basic Contract PWS Reference: Paragraph 3.1.3

### 2. Top Level Functional Requirements/Scope

### 2.1. Purpose

To identify requirements and associated products for the Missile Defense Agency (MDA) and the Integration Synchronization Center (ISC) for effective change management, analysis, and operations support to sustain the Ballistic Missile Defense System (BMDS) throughout the acquisition life cycle.

This support is required for the ISC located in Huntsville, Alabama and covers efforts in geographically dispersed locations identified in this Performance Work Statement (PWS). This effort requires routine coordination between Programs and Integration organization (DP) and the Acquisition Directorate (DA).

The requirements in this task order support the BMDS change management process to affect the six components of the BMDS Baselines: contract, resource, technical, operational, test, and schedule.

### 2.2. Organizational Description

The ISC under the guidance of the DP organization manages the BMDS program control and change management process for establishing and changing BMDS Baselines at either an Integration Synchronization Group (ISG) or Program Change Board (PCB). See organizational chart at figure 1. The ISC consists of matrixed MDA program (referred to as element) and functional subject matter experts co-located in Huntsville, AL at the

MDA Von Braun Complex on Redstone Arsenal with counterparts at other geographic locations. The center supports the executive decision making processes across the agency and provides a forum to facilitate shared situational awareness and integration and synchronization of the six BMDS Baselines (Contract, Resource, Technical, Operational, Test, and Schedule). The ISC assesses BMDS Change Requests (BCRs) courses of action for feasibility and executability. Change requests, depending on level of delegation authority, are presented and approved at an ISG or PCB, chaired by the Program Executive for Programs and Integration (DP) or the MDA Director, respectively.

The ISC Director oversees the ISG Secretariat functions that perform administrative support for ISGs, to include developing meeting agendas, scheduling meetings, taking meeting notes and executing Video Teleconferences (VTCs). These functions also include tracking the status of BCRs and facilitating development, coordination and approvals during the change process.

The ISC Director also oversees the business operations to maintain the working environment required for the day-to-day execution of the ISC mission. These functions include operating procedures, internal control management, space management, security and safety.

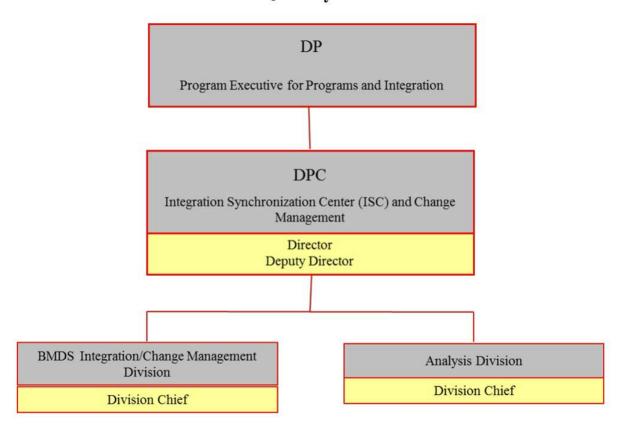


Figure 1 MDA/DPC Organization Chart

### 3. Performance Objectives and Detail Requirements

Table 3.0 below is the Performance Objectives Index outlining the objectives to be performed in accordance with (IAW) this PWS. Required products for each objective shown in Table 3.0 are included in the Key Products Tables attachment.

Performance Objective Index	Location
<ol> <li>Delivery of Support Services for the BMDS</li> </ol>	HSV
2. Effective Small Business Utilization throughout Execut	ion HSV
of this Task Order	
3. Utilize Small Business, as specified by the Small Business	ess HSV
Subcontracting Plan	
4. Effective management and reporting of cost throughout	HSV
execution of this task order	
5. ISG Secretariat Support	HSV
6. Topic Development and Change Request Analysis in	HSV
Support of ISGs and PCBs	
7. ISC Operations Support	HSV
8. DPB Schedule Baseline Support	HSV

**Table 3.0 Performance Objectives** 

### 3.1 Performance Objective #1: Delivery of Support Services for the BMDS

### **Task Details**

The contractor shall manage the task order, execute requirements, deliver services and provide Teamwork/Cooperation; Management of Personnel; Management of Key Personnel; Overall Task Order Management; and a Communication Plan as described below:

- a. <u>Teamwork/Cooperation</u> is defined as fostering a collaborative environment in order to perform task requirements as an integrated team member in the Integration Synchronization Center organization. The contractor shall provide timely open communication of program information required to complete the tasks.
- b. The contractor shall provide <u>Management of Personnel</u> as measured by the contractor's ability to respond timely to defined day-to-day tasks, issues, or planned or unplanned contract changes in task order requirements execution.
- c. The contractor shall provide <u>Management of Key Personnel</u> as measured by the contractor's ability to respond timely to defined day-to-day tasks, issues, or planned or

unplanned contract changes in task order requirements execution. Key Personnel is defined as those specifically identified on the contract as such, e.g., Contractor Program Manager (CPM), Task Order Lead (TOL), Subject Matter Experts, and any others identified as such requiring resumes.

- d. The contractor shall provide <u>Overall Task Order Management</u> as measured by the contractor's ability to keep projects on track and accomplish objectives within available resources, including transition of personnel, while keeping customer informed on issues that may arise to include:
  - Timely resolution of identified performance, technical, cost and/or other task order issues.
  - 2) Mandatory reporting of unresolved issue to the MS Program Manager, MS Contracting Director, and Procuring Contracting Officer (PCO) at 30<sup>th</sup> day of being outstanding (or sooner, if contractor deems critical).
  - Responsive, timely, and quality change proposal submission; and timely execution of contract changes
- e. <u>Communication Plan:</u> The contractor shall develop, deliver, and implement a Task Order Communication Plan. The plan shall be limited to two pages and provide specific details of how the contractor will operate the team and manage the task order, with content as specified below.
  - 1) Identify CPM and TOL.
  - Describe in detail how operations will be executed daily, including subcontractor management.
  - Provide details on how continuity of services will be provided, e.g., turnover and difficulty of filling vacancies.
  - 4) Specify communication methods with each program, including frequency and location.
  - a. A revised Task Order Communication Plan is required, if there are any changes to the original plan submitted. The plan shall be submitted to the PCO with a copy to the Contracting Officer Representative (COR) and the Contracting Officer's Technical Representative (COTR).

Performance Objective #1				
Objective	Standards	Acceptable Quality Limit (AQL)		
Delivery of Support Services for the BMDS	Business Relations/Timeliness – Effective Teamwork/Cooperation	No more than 2 validated customer complaint in writing, within the monthly reporting period across all locations		
	Business Relations/Timeliness - Management of Personnel	Addresses actions within 24 hours of verbal o written notification by the government custom with no more than 1 late response within the monthly reporting period / across all locations		
	Management of Key Personnel/Timeliness – Management of Key Personnel	Addresses actions within 24 hours of verbal or written notification by the government custom with no more than 1 late response within the monthly reporting period / across all locations		
	Business Relations/Quality/Timeliness – Overall Task Order Management	No more than 2 validated customer complaint in writing, within the monthly reporting period across all locations		

Table 3.1.: Performance Objective #1 Standards

### 3.2 Performance Objective #2: Effective Small Business Utilization throughout Execution of this Task Order.

### 3.2.1 Task Details

- a. Small Business utilization on the task order will be evaluated on how well the contractor meets or exceeds the proposed percentage of the total labor cost (minus prime and subcontractor fee) that will go to small businesses as either the prime or first tier subcontract.
- b. Small Business utilization is defined as: (1) For large business prime contractors, include the first tier subcontractor total labor cost (minus fee); (2) For small businesses prime contractors, include the prime small business total labor cost (minus prime and subcontractor fee), plus the first tier subcontractor small businesses total labor cost (minus fee). Labor cost is defined as the total fully burdened labor without fee and does not include ODC and travel charges.

### 3.2.2. Key Products:

The contractor shall report monthly as part of their normal contract performance reporting requirements in the Monthly Status Report, the percentage of the total labor cost spent (minus prime and subcontractor fee) on small business utilization at the prime and first tier subcontracting level as compared to the total labor cost spent (minus prime and subcontractor fee) on the task order.

Performance Objective #2			
Objective	Standards	Acceptable Quality Levels(AQL)	
Effective Small Business Utilization throughout execution of this task order	The contractor meets or exceeds the proposed percentage of small business utilization on the task order as defined above	Contractor's proposed percentage of small business utilization	

Table 3.2: Performance Objective #2 Performance Standards

### 3.3 Performance Objective #3: Utilize Small Business, as specified by the Small Business Subcontracting Plan. (Not applicable for small business prime contractors)

### 3.3.1 Task Details

Small Business utilization, as specified by the Small Business Subcontracting Plan will be evaluated at the contract level; however, each task order metric will contribute to the overall evaluation of the contractor's performance against the Small Business Subcontracting Plan included in the basic contract.

### 3.3.2 Key Products:

The contractor shall report in the Monthly Status Report in accordance with the requirements of FAR 52.219-9, Small Business Subcontracting Plan. For contractors under the Department of Defense Comprehensive Small Business Subcontracting Plan (Test Program) (DFAR 252.219-7004, Small Business Subcontracting Plan (Test Program) is incorporated into the contract), see paragraph 4.2 d below.

Performance Objective #3					
Objective Standards Acceptable Quality					
		Levels(AQL)			
Utilize small business, as specified by the	The contractor meets or exceeds the	Cumulative small business utilization is			
contract Small Business Subcontracting proposed percentage of small business within the percentages identified in the					

Plan.	utilization at the basic contract level.	Standard Rating of the QASP

Table 3.3: Performance Objective #3 Standards

### 3.4 Performance Objective #4: Effective management and reporting of cost throughout execution of this task order.

### 3.4.1 Task Details

The contractor shall provide effective management and reporting of cost including the efforts listed below:

- a. Manage costs to avoid an overrun at the end of the Period of Performance (PoP).
- b. Provide cost reports monthly and Limitations of Funds letters, when required, that are timely and accurate.
- c. Explain and identify the impact of negative labor variances and any variance that is 10% or greater or at least \$100K in each cost report.
- d. Submit invoices on a monthly basis. Final invoice shall be submitted within 30 days of the end of the PoP.

### 3.4.2 Key Products

The contractor shall provide a monthly cost report using the Government provided format and submit it with the Monthly Status Report by the 15<sup>th</sup> of every month. Initial (or first) cost report after task order award shall submit a monthly accrual plan (or spend plan) for each CLIN, i.e., labor (including fee), fully burdened travel, and ODC. Contractor shall include an estimate to complete (ETC) in the space identified when the spend plan changes. Provide rationale for the changes, e.g., modification issued which increased the labor CLIN on the TO. Cost report shall include rationale, analysis, and corrective actions already taken or required to be completed where the contractor determines the budget baseline is insufficient during the period of performance.

The contractor shall deliver a Travel Status Report using the Government provided format that tracks/reports stakeholder travel requests, travel estimates and actual travel costs. The report shall be submitted to the PCO with a copy to the designated COR via the MIDAESSdata@mda.mil inbox.

Performance Objective #4			
Objective	Standards	Acceptable Quality Levels (AQLs)	
Effective management and reporting of cost throughout execution of	Cost - Accuracy of reported financial data and analysis	No more than two validated errors within the monthly reporting period	
this task order	Cost - Timely submission of financial documents (i.e.: cost reports, letters, and invoices)	Submission of financial documents in accordance with (IAW) specified deadlines with zero late or missed deliverables within the monthly reporting period	

Table 3.4: Performance Objective #4 Standards

### 3.5 Performance Objective #5: ISG Secretariat Support

**Task Details**: The contractor shall develop, support and deliver ISG and PCB notes, decision memos, read-aheads, daily updates, metrics and Ad-Hoc reports as they relate to the following task details.

- a. Status Tracking: The contractor shall track the status of topics in development or review that will be presented at an ISG and/or PCB meeting; Program Element (PE)/Functional Manager (FM) level decisions determined to be BMDS integration topics; and implementation status of PE/FM, ISG and PCB decision.
- b. ISC Meetings: The contractor shall support ISC meetings, to include Pre-ISG Analysis meetings, which provide status of topics coming to working groups and the ISG and/or PCB. This support includes posting read-ahead material within established timelines; notifying Core Integration Team (CIT) members of the availability of topic-related postings; scheduling the meetings; and administering meetings with Government approved VTC connectivity at locations which may include: Huntsville, AL; Arlington, VA; Colorado Springs, CO; Dahlgren, VA; Omaha, NE; Los Angeles, CA; Albuquerque, NM and other MDA or supporting locations. Information is nominally reviewed at two ISC meetings and two Pre-ISG Analysis meetings each week.
- c. Integration Synchronization Group (ISG): The contractor shall support ISG meetings in compliance with MDA policy and timelines, to include coordinating the ISG meetings with the ISG Chair's calendar; notifying ISG Principals and

Alternates of changes in meeting times; posting read-ahead materials within established deadlines for each topic to be presented at the ISG; scheduling meeting locations; administering meetings with Government provided VTC connectivity; creating, coordinating, and distributing notes from the meetings; staffing ISG decision memorandums which formalize final decisions made at the ISG level, and tracking decision implementation status. Coordinate the decision memorandum package with the Office of Primary Responisbility (OPR) within two workdays of an ISG meeting and secure signature(s), in accordance with MDA policy. This meeting is conducted by VTC normally involving the following sites, Huntsville, AL; Arlington, VA; Colorado Springs, CO; Dahlgren, VA; and Omaha NE. Periodically (normally no more than once or twice a month) conduct virtual (electronic) ISG coordination of topics to expedite staffing and ultimate finalization of decisions and other administrative support.

- d. Support PE/FM Level Decision Facilitation. The contractor shall support the agency Program Executive and Functional Manager organizations with the processing of decision packages, including drafting and formatting of decision memoranda and staff summary sheets intended for leadership coordination and approvals.
- e. Program Change Board (PCB): The contractor shall support PCB meetings in compliance with MDA Directive 5000.04 and MDA Directive 5010.20. The PCB process requires quality products for decision making on specific timelines to meet mission priorities. This includes efforts such as coordinating meeting schedules; clearing meeting attendees with MDA Boards, a division in the Chief of Staff's Office (DS); and reviewing and coordinating material in advance (e.g., executive level briefings and associated draft decision documents). Provide comments on accuracy and quality of the material, which includes coordination at the Program Executive (PE), Functional Manager (FM), and OPR office levels for clarity. Participate in a "hot wash" with MDA Boards immediately after the PCB meeting to provide inputs to the minutes.
- f. ISG & PCB Information Center (IPIC) Daily Update. The contractor shall develop, maintain, and distribute the IPIC update daily. This product summarizes the status of active BMDS integration topics being reviewed by baseline working groups, senior leader interest items, and other topics under development or being finalized by PE/FM decision authorities. Distribute the updates by e-mail as prescribed by the ISC Standard Operating Procedures.
- g. Quality Control: The contractor shall support quality control review of briefings prior to posting for compliance with approved formats, classification markings, and readability.

- h. Ad Hoc and Tiger Team Meetings: The contractor shall support the scheduling and facilitation activities for short notice changes pertaining to BMDS integration required internal to the agency and/or to external agencies such as Congress, National Security Authority, or the other Services.
- i. Database Management: The contractor shall update daily the historical database of briefings, notes, minutes, decision memoranda or topics that have gone through ISGs and PCBs. There are existing Microsoft Access databases resident on MDA electronic files that will be made available. These databases are used to maintain the status of all topics intended for ISC staffing and adjudication. The databases will be used as the foundation for providing status reports, processing metrics and facilitating research activities.
- j. Metrics and Reporting: The contractor shall collect metrics on topics coming through the ISG and PCB for Continuous Process Improvement. Provide recommendations on how to improve the ISG and PCB processes. Prepare historical reports on topics that have come through the ISG and PCB approval process. Provide reports to highlight cycle times through PE/FM, ISG and PCB processes. Collect and report processing milestones on topics going through the ISG and PCB process improvement opportunities and trend analysis.

Performance Objective # 5			
Objective Standard Acceptable Qua		Acceptable Quality Levels (AQLs)	
ISG Secretariat Support	Responsiveness = Work completed within assigned deadlines	95% of work completed within assigned deadlines	
	Technical Accuracy = Maintain and provide services and documentation with minimal rework	Work completed with no more than 10% rework	

Table 3.5 Performance Objective #5 Standards

### 3.6 Performance Objective #6: Topic Development and Change Request Analysis

**Task Details**: The contractor shall develop, support and deliver Pre-ISG Triage Spot reports as well as Pre-ISG summary reports as they relate to the task details.

- **a. Topic Development:** The contractor shall coordinate and facilitate change request development, in accordance with the MDA Battle Rhythm (or agency weekly/daily routine), to support the generation of clear and effective compliance and decision briefings based on ISG and PCB lessons learned.
- b. Change Request Analysis: The contractor shall support analysis of topics coming through the ISG and PCB from a BMDS perspective that includes assessing cost, budget, schedule, performance, and risk issues of options presented and determining the appropriate decision path for resolution. Recommend the assignment of a change request to the appropriate decision level (PE/FM/Program Manager (PM), ISG, or PCB). This process is termed "triage". Support analysis development by validating that briefing content is clear and concise, confirming the correct template is used, and assisting in coordinating working group reviews to produce an integrated and synchronized product. Provide recommendations during review of topics coming to the ISG and/or PCB.
- **c. Analysis Assessment Reports**: The contractor shall prepare and provide assessment of cost, schedule, performance, and risk issues.
  - The contractor shall provide a Triage Spot Report and Pre-ISG
     Assessment Report of cost, schedule, performance, and risk of options being presented at an ISG for executive organizations in the ISG/PCB process, as defined in policy.
  - The contractor shall interface with Working Groups, Program Offices and their representatives to facilitate topic coordination, analysis, and report on status within established ISC timelines.
  - Core Integration Team (CIT): The contractor shall support CIT meetings, to include Pre-ISG Analysis meetings, which provide status of topics coming to working groups and the ISG and/or PCB. This support includes posting read-ahead material within established timelines; notifying CIT members of the availability of topic-related postings; scheduling the meetings; and administering meetings with Government approved VTC connectivity at locations which may include: Huntsville, AL; Arlington, VA; Colorado Springs, CO; Dahlgren, VA; Omaha, NE; Los Angeles, CA; Albuquerque, NM and other MDA or supporting locations. Information is nominally reviewed at one CIT meeting and two Pre-ISG Analysis meetings each week.

Performance Objective # 6				
Objective	Standard	Acceptable Quality Levels (AQLs)		
Topic Development and Change Request Analysis in support of ISG/PCBs	Responsiveness = Work completed within assigned deadlines	95% of work completed within assigned deadlines		
	Technical Accuracy = Maintain and provide services and documentation with minimal rework	Work completed with no more than 10% rework		

Table 3.6 Performance Objective #6 Standards

### 3.7 Performance Objective #7: ISC Operations Support

**Task Details**: The contractor shall develop, support and deliver directives and procedure updates associated with the following task details.

- **a.** Calendar Management: The contractor shall schedule activities for the ISC using Microsoft Outlook, as prescribed by the MDA policy and procedures, and post on the Agency portal (web-based tool). Support ISC calendar management for the CIT, and other meetings, such as Pre-ISG analysis, and Ad Hoc.
- b. Portal Management: The contractor shall maintain the IPIC, ISG and Calendar Portal Sites on both the classified and unclassified systems (six total portal sites). Maintain archives of briefings, notes, decision implemtation status and decision memoranda on topics that have been reviewed during the change management process at the PE/FM, ISG, and PCB levels. As changes occur update all reference material on the ISG and IPIC portals, to include procedures, policies, templates, status reports, agendas and personnel listings used for site security and dissemination of information.
- c. Directives & Procedures: The process and procedures used to conduct Change Management in the Agency are codified in MDA Directives and Standard Operating Procedures. The contractor shall assist in preparation and update of ISG and PCB directives and Standard Operating Procedures. Review and update ISC operations directives that document procedures on an annual basis.

Performance Objective # 7				
Objective	Standard	Acceptable Quality Levels (AQLs)		
ISC Operations Support	Responsiveness = Work completed within assigned deadlines	95% of work completed within assigned deadlines		
	Technical Accuracy = Maintain and provide services and documentation with minimal rework	Work completed with no more than 10% rework		

Table 3.7.1 Performance Objective #7 Standards

### 3.8 Performance Objective #8: DPB Schedule Baseline Support

**Task Details**: The contractor shall develop, support and deliver BMDS schedules and reports using the Project Server/SharePoint framework associated with the task details identified in support of BMDS Integration efforts.

- a. BMDS Schedules: The contractor shall possess a competency with scheduling tools (i.e. MS Project/MS Project Server). The contractor shall have a sound understanding of SharePoint and schedule reporting tools (i.e. Milestones Professional, OnePagerPro, etc). The contractor shall develop, maintain, and distribute BMDS Event Schedules based on MDA BMDS Project Server data.
- b. Schedule Reports: The contractor shall update and disseminate tabular reports, to include deliverables and dependencies for BMDS Project Schedules.
- c. Scheduler Training: The contractor shall assist with training new schedulers on the program management tools used for BMDS scheduling. The contractor shall maintain and distribute user documentation and training guides.
- d. Project Server Implementation: The contractor shall assist with maintaining the UMKO site used for the BMDS Project Server.

Performance Objective # 7		
Objective	Standard	Acceptable Quality Levels (AQLs)

DPB Schedule Baseline Support	Responsiveness = Work completed within assigned deadlines	95% of work completed within assigned deadlines
	Technical Accuracy = Maintain and provide services and documentation with minimal rework	Work completed with no more than 10% rework

### 4. Task Order Management

### 4.1 Monthly Status Report

The contractor shall develop and deliver a Monthly Status Report. The report is due the 15<sup>th</sup> of each month utilizing the format attached in the Task Order Award. The status report shall be submitted to the Procuring Contracting Officer (PCO) with a copy to the designated Contracting Officer's Representative (COR) via the <a href="Middle-ESSdata@mda.mil">Middle-ESSdata@mda.mil</a>, and shall include the following specific details for each task order:

- a. Status of proposed products and services for performance objectives identified in the attachment of this task order. The contractor shall identify the number of required products during the reporting period, delineate those that have been delivered by location and those that are planned to be delivered, and the estimated date of delivery.
- b. Status of Other Direct Costs (ODC). All ODC must be approved prior to executing the purchase and actual costs reported (current period and cumulative) for the task order.
- c. Small business utilization dollars and percentage as defined in objective 2. Contractor shall provide cumulative total labor cost to small business under the task order. Labor cost is defined as the total fully burdened labor without fee and does not include ODC and travel charges.

For large business prime contractors, include the first tier subcontractor total labor cost (minus fee).

For small businesses prime contractors, include the small business total labor

Cost (minus prime and subcontractor fee), plus the first tier subcontractor small businesses total labor cost (minus fee).

The monthly status report should identify the total labor cost for small business, as well as the percentage relative to those labor cost. To derive the actual labor cost to small businesses, divide the Task Order total labor cost (minus prime and subcontractor fee) into the total labor cost (minus fee) that will go to small businesses on the task order. This measure correlates to Objective #2, not Objective #3.

- d. Small Business Subcontracting Plan as defined in Objective #3. Contractor shall submit an Individual Subcontracting Report (ISR) via the electronic Subcontracting Reporting System (eSRS). If the contractor is under the Department of Defense Comprehensive Small Business Subcontracting Plan (Test Program) (DFAR 252.219-7004, Small Business Subcontracting Plan (Test Program) incorporated into the contract), the contractor shall submit a report to the Contracting Officer semi-annually, as of 30 September and 31 March, with essentially the same information as contained in an ISR outlined in FAR 52.219-9, for evaluation of this performance objective. These reports shall encompass the cumulative performance on all MiDAESS task orders performed as of the date of the report.
- e. Government Furnished Equipment (GFE). See paragraph 7.2 for reporting requirements.
- f. Submit on-site/off-site data in Government provided format identifying support for each location identified in the PWS

### 4.2 Travel Status Report

The contractor shall deliver a Travel Status Report on a monthly basis using the Government provided format that tracks/reports stakeholder travel requests, travel estimates and actual travel costs. Monthly Reports are due on the 15th of each month. The reports shall be submitted to the PCO with a copy to the designated COR via the <a href="MiddleSSdata@mda.mil">MiddleSSdata@mda.mil</a> inbox.

### 5. Security Clearance Requirements

All personnel must hold a minimum of a SECRET clearance upon Task Order Award as defined by the table below. Contractor shall submit clearance paperwork for hires within 14 days after award to begin the process.

Work Area	Secret	% Top Secret Eligibility Upon Award	% Top Secret Total Upon Award	% SCI Eligibility Upon Award	% SCI Total Upon Award
Huntsville, AL	100%	N/A	0	0	0

**Table 5: Task Order Security Requirements** 

### 6. Travel and Other Direct Cost (ODC) Requirements

- a. No travel is anticipated on this task order
- b. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, to enter and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces and/or U.S. Government personnel outside of the United States.
- c. No Other Direct Costs are anticipated on this Task Order

### 7. Government Furnished Materials (GFM), Information (GFI), and Equipment (GFE)

### 7.1. Facilities

- a. The Government will provide office facilities, equipment, and materials for daily business use. This includes office space, desk/work station, telephone, chair, computer, printer, and requisite consumable materials.
- b. The Government will provide keys or codes for access to Government facilities. These keys and codes shall be controlled, tracked, and protected. Upon termination of the period of performance, all keys, codes, access badges, or other items provided shall be returned to COR for the task order.

Location	Number of work stations*
Huntsville	5
National Capital Region	0
Colorado Springs	0
Dahlgren	0

### **Table 7.1 GFE Requirements Per Site**

\*Number will be based on the successful offerors's proposal.

### 7.2. Government Furnished Equipment (GFE)

- a) The contractor shall maintain a detailed inventory accounting system for Government Furnished Equipment (GFE) or Contractor-Acquired-Government Owned Property (CAP).
- b) The inventory accounting system must specify, as a minimum, product description (make, model), Government tag number, date of receipt, name of recipient, location of receipt, current location, purchase cost (if CAP), and contract/order number under which the equipment is being used. The contractor shall either attach an updated inventory report to each monthly status report or certify that the inventory has been updated and is available for Government review. In either case, the contractor's inventory listing must be available for Government review within one business day of PCO or COR request.
- c) The contractor shall contact the Directorate of Logistics (DPL) for proper use of Government vehicles on site and Temporary (TDY) locations and for accountability of extreme cold weather kits, use of Military Aircraft to travel to remote locations and other logistics support requirements not identified in this PWS.

### 8. Transition and Staffing

- a. The contractor shall fill positions according to the functional areas and timelines identified in Table 8.1 below.
- b. The CPM and or TOL shall meet with the Functional Government customer within \_ 5 working days of award as part of the transition and Task Order Kickoff Meeting. The CPM and TOL shall report the status of its efforts to recruit, hire, and fill all positions within the timeline specified in Table 8.0 at the Task Order Kickoff Meeting.

ı	Staffing Area	Timeline
1	Starring Area	Timenne

Program Manager	At Award
Task Order Lead	At Award
Contractor personnel to support all Performance Objectives	Within 14 days of award

**Table 8.0 Staffing Timelines** 

### 9. Options

All requirements for the options will be executed as defined by the above requirements. The option requirements should include all approved modifications made to the task order throughout the period of performance.

### 1. Performance Objectives and Detail Requirements

Table 1.0 below depicts the Performance Objectives associated with MiDAESS Task Order PWS, Integration Synchronization Group/DP-01-13.

	Performance Objective Index	Location
1.	Delivery of Support Services for the Ballistic Missile	
	Defense System (BMDS)	HSV
2.	Effective Small Business Utilization throughout Execution	
	of this Task Order	HSV
3.	Utilize Small Business, as specified by the Small Business	
	Subcontracting Plan	HSV
4.	Effective Management and Reporting of Cost	HSV
5.	Integration Synchronization Group (ISG) Secretariat	
	Support	HSV
6.	Topic Development and Change Request Analysis in	
	Support of ISGs and Program Change Boards (PCBs)	HSV
7.	Integration Synchronization Center (ISC) Operations	
	Support	HSV

**Table 1.0 Performance Objectives** 

Performance Objective #1: Delivery of Support Services for the BMDS

Task Product	<b>Location &amp; Number Required</b>	Frequency
Task Order Communication		5 Working Days after Task
Plan (3.1)	Huntsville, AL (HSV), (1)	Order Award

**Table 2.0 Performance Objective #1 Key Products** 

Performance Objective #2: Effective Small Business Utilization throughout Execution of this Task Order

The requirements for this objective should be submitted with the monthly status report.

Performance Objective #3: Utilize Small Business, as specified by the Small Business Subcontracting Plan

The requirements for this objective should be submitted with the monthly status report.

### Performance Objective #4: Effective management and reporting of cost throughout execution of this task order

Task Product	<b>Location &amp; Number Required</b>	Frequency
Cost Reports		
(3.4.2)	HSV (1)	Monthly
Limitations of Funds Letter		
(3.4.1.b)	HSV (1)	When required
Invoices		
(3.4.1.d)	HSV (1)	Monthly
Travel Status report		
(3.4.2)	HSV (1)	Monthly

**Table 3.0 Performance Objective #4 Key Products** 

### Performance Objective #5: Integration Synchronization Group (ISG) Secretariat Support

Task Product	Location & Number Required	Frequency
ISG Notes		
(3.5 c)	HSV (1)	2/weekly
ISG decision memos		
(3.5 c)	HSV (1)	2/weekly
PCB briefing read-ahead		
(3.5 e)	HSV (1)	2/weekly
Monthly Implementation Report		
(3.5 i)	HSV (1)	Monthly
ISG & PCB Information Center		
Daily Update		
(3.5 f)	HSV (1)	Daily
Ad Hoc reports		
(3.5 h)	HSV (1)	12/ yearly
ISG and PCB Metrics		
(3.5 j)	HSV (1)	1/monthly

**Table 4.0 Performance Objective #5 Key Products** 

### Performance Objective #6: Topic Development and Change Request Analysis in Support of ISGs and Program Change Boards (PCBs)

Task Product	<b>Location &amp; Number Required</b>	Frequency
Pre-ISG Analysis Assessment	HSV(1)	
Report	61 00	2/weekly
(3.6 c)		
Triage Spot Report	HSV (1)	Projected Value of
(3.6 c)	A1 88	125 per year

**Table 5.0 Performance Objective #6 Key Products** 

### Performance Objective #7: Integration Synchronization Center (ISC) Operations Support

Task Product	Location & Number Required	Frequency
Directives & Procedures Update	HSV (1)	
(3.7 c)		1/Yearly

**Table 6.0 Performance Objective #7 Key Products** 

### Performance Objective #8: DPB Schedule Baseline Support

Task Product	Location & Number Required	Frequency
BMDS Schedules	HSV (1)	Projected Value of
(3.8a)		4 per month
BMDS Schedule Reports	HSV (1)	Projected Value of
(3.8b)	47.02	8 per month
BMDS Schedule Support	HSV (1)	Monthly
(3.8d)	PERSON OF ARRONAGE	1-0 1132-24 5733-200 <del>-</del>

**Table 5.0 Performance Objective #8 Key Products** 

### **Basic Contract Performance Work Statement (PWS)**

for

Missile Defense Agency Engineering and Support Services (MiDAESS)

> Acquisition Support Capability Group Small Business Set-Aside

> > Date: 17 June 2009

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APPENDIX: PERFORMANCE STANDARD SUMMARY MATRIX

### 1.0 BACKGROUND

The Department of Defense (DoD) created the Missile Defense Agency (MDA) in January 2002. The Agency's mission is to develop a layered integrated Ballistic Missile Defense System (BMDS) that will destroy all ranges of ballistic missiles by engaging them in all phases of flight.

The DoD assigned existing missile defense programs from the military services to the Agency. These included the Army's National Missile Defense program, Navy's Aegis Ballistic Missile Defense program, and Air Force's Airborne Laser program, among others. Each of the existing service program and project offices became part of the Missile Defense Agency. The Agency has re-aligned functionally to ensure centralized Headquarters control with decentralized execution. Individual Functional Managers are accountable to MDA Senior Leadership for the quality and quantity of support throughout the Agency, enhanced sharing of BMDS expertise among executing organizations, developing Agency-wide processes, and procedures, and training within the individual disciplines.

The MDA follow-on Advisory and Assistance Services (A&AS) will be centrally managed by the Missile Defense Agency Engineering and Support Services (MiDAESS) Program Office. The program has several explicit objectives:

- Implement <u>national</u> engineering and support services for the BMDS mission across the enterprise.
- Enhance the <u>sharing</u> of BMD expertise and knowledge across the Agency.
- <u>Centralize</u> the acquisition of support services manpower in a more efficient manner.
- Reduce Agency <u>overhead cost</u> enterprise-wide.

### 2.0 INTRODUCTION

The Acquisition Support Capability Group is comprised of five (5) functional areas: 1) Acquisition (DA), 2) Readiness Management (DWL), 3) International Affairs (DI), 4) Business and Financial Management (DOB), and 5) Legislative Affairs (LA). These Functional Managers are responsible for execution of support for the BMDS and each of the geographically dispersed programs within the Agency. The Acquisition Support Capability Group will utilize a matrix management approach that ensures A&AS professionals are provided across the Agency. Matrix management is an organizational concept where a Functional Manager (FM) allocates personnel resources with like skills among executing organizations needing these skills.

The Functional Managers serve as the principal executives for acquisition, readiness management, international affairs, business and finance, and legislative affairs matters relating to support for the BMDS. Each functional organization has unique requirements and discrete responsibilities, but all require similar expertise that has been consolidated into a single capability group for execution.

### 2.1 Acquisition (DA)

The Director for Acquisition is the principal advisor to the Director, MDA on all issues relating to acquisition, contracting matters, and small business. The mission of the DA Directorate is to facilitate BMDS and program development and deployment by establishing acquisition and contracting policies and processes, developing direction and guidance for the BMDS and associated programs, assessing program performance, developing an acquisition workforce to support mission needs, and providing support through all phases of the acquisition cycle. The Director for Acquisition has five (5) subordinate organizations: Acquisition Policy, Planning, and Assessment; Program Element Management; Small Business Programs; Operations; and Contracting\*. Acquisition activities are executed with a streamlined Headquarters staff and functional matrix personnel geographically distributed and co-located with program offices across the Agency. Specific functional management responsibilities include, but are not limited to:

- a. Providing acquisition authorization, assessment, oversight, and assistance throughout the Agency. Developing policies, plans, processes, procedures, and guidance for MDA acquisitions.
- Providing acquisition expertise and support to the Program Directors (PDs)/Program
   Managers (PMs) and their respective Acquisition Functional Leads for execution of the
   acquisition function.
- Preparing analyses, providing advice, and making recommendations to MDA leadership.
- d. Providing oversight and management of the MDA Small Business Program.
- e. Establishing and maintaining the Acquisition organization and workforce.

\*The Acquisition Directorate responsibilities also include oversight and management of Agency contracting efforts. The contracting activities are NOT included in the MiDAESS A&AS requirement.

In addition, DA provides acquisition matrix support to the BMDS Plans, Programs and Integration Directorate (DPB). The DPB Directorate reports to the Deputy Program Manager for the BMDS and supports the DP mission of supervising the execution of the BMDS Program. The Directorate is headquartered at Redstone Arsenal, Alabama and has personnel assigned in the National capitol Region (NCR) and Colorado Springs. The Directorate is responsible for BMDS Baseline Integration, providing the Offices of Primary Responsibility (OPRs) for the Schedule Baseline, developing the BMDS Master Plan (BMP) and the BMDS Integrated Master Schedule (IMS), and maturing the BMDS Program Plan.

### 2.2 Readiness Management (DWL)

The Director of Readiness Management will utilize multiple Memorandum of Understanding (MOU) agreements to ensure effective communication and coordination between subject matter experts (SMEs) and service representatives. Specific functional responsibilities include, but are not limited to:

- a. Lead MDA efforts to ensure the BMDS meets Warfighters readiness requirements, including associated planning, analysis, and assessment requirements.
- Define, track, and report appropriate BMDS level (including programs) readiness metrics.
- c. Resolve problems identified through BMDS and program reporting.
- d. Interface with readiness stakeholders (Services, Joint Staff, COCOMS, and OSD) to ensure appropriate stakeholder concerns are considered in BMDS and program readiness trades.
- e. Identify and communicate BMDS and program readiness lessons learned and best practices across the BMDS, programs, services, and other agency stakeholders.

### 2.3 International Affairs (DI)

The Director for International Affairs provides executive leadership and strategic direction for all international activities and engagements proposed or conducted by the MDA to ensure the BMDS and associated acquisition program plans and accomplishments are aligned with established policies, strategies, guidance, and objectives. The DI Directorate develops and implements the Agency international strategy to facilitate BMDS development and deployment. International Affairs has a Headquarters staff with functional matrix personnel geographically distributed and co-located with programs across the Agency. It is currently organized into four (4) divisions: 1) Europe and the Americas, 2) Asia-Pacific, 3) Middle East, and 4) Strategy and Integration. These divisions cover all regions, countries, and functions germane to the effective execution of its mission. The Director for International Affairs applies unique expertise to a broad range of international policy and foreign affairs issues for the MDA Director, MDA headquarters staff, and to programs across the Agency. The International Affairs Directorate mission consists of the following activities:

- a. International Strategy Development and Execution
- b. Strategic Communication Planning and Execution; Global BMD Outreach
- c. Regional and Global Policy and Affairs

- d. Armaments Cooperation Planning and Execution (including cooperative R&D, international agreements development and negotiation)
- e. Security Assistance Planning and Execution (e.g., Foreign Military Sales)
- f. Multinational BMD Conference Planning and Execution
- g. Arms Control Implementation Planning and Development
- h. Internal Strategic Planning and Execution Supporting International Affairs

### 2.4 Business and Financial Management (DOB)

The Director for Business and Financial Management reports to the Deputy for Agency Operations and provides executive support, along with on-call support to other Agency senior leaders. The Directorate develops, allocates, executes, reviews, and analyzes funding and manpower expenditures and manages other accounting-related matters across the Agency. It validates that Agency and BMDS programs are resourced in an efficient, business-like, timely manner based on relevant and reliable information to support informed decision-making at all levels. The DOB Directorate also manages the implementation of decisions and executive action plans; establishes and manages Agency fiscal procedures; coordinates fiscal and workforce accounting concerns with Agency senior leadership and external stakeholders, including the Office of Management and Budget (OMB), Office of the Secretary of Defense (OSD), Military Departments, Government Accountability Office (GAO); collaborates in Base Realignment and Closure (BRAC) related planning and execution; and provides specialized financial management support and oversight to Agency Special Access Programs. Support to the Business and Financial Management Directorate is divided into three functional activities:

- Area 4: Accounting Systems
- Area 5: Cost Estimating
- Area 6: Acquisition Business Support

### 2.5 Legislative Affairs (LA)

The Director for Legislative Affairs serves as the principal advisor for planning, coordinating, facilitating, and implementing Congressional affairs strategies, policies, and programs for the Agency. The Directorate serves as the single point of contact for Congressional communications, monitors legislation related to the BMD program and potential impacts, and coordinates with MDA and OSD legislative organizations on actions.

### 3.0 DETAILED DESCRIPTION OF REQUIRED SERVICES

The Acquisition Support Capability group provides acquisition, readiness management, international affairs, financial management, and legislative affairs expertise for planning and

execution of BMDS and program development, fielding, and sustainment efforts. The following paragraphs detail the requirements for the Acquisition Support capability group.

### 3.1 Acquisition (DA)

The following paragraphs define the detailed requirements in this PWS for the Acquisition support efforts.

### 3.1.1 Acquisition (DA) Detailed Requirements

The contractor shall provide acquisition and program management expertise to develop acquisition policies, plans, processes, procedures, and implementation guidance in support of the MDA and each of the geographically dispersed programs. The contractor shall ensure expertise is provided for BMDS development, including program acquisition products, execution of Acquisition Executive tasks associated with development of policies, assessment of program performance, and evaluation of acquisition products developed by the individual program offices.

### a. Acquisition Executive Support

- (1) Assist in developing BMDS and program acquisition strategies, to include the Single Acquisition Management Plan (SAMP). Support and facilitate the communication and coordination of overarching acquisition strategy guidance to the programs. Provide strategic acquisition planning expertise, including high-level strategic acquisition analysis and plan of action and milestone (POA&M) development.
- (2) Support the establishment of policies and procedures for the planning, preparation, and execution of reviews, to include but not limited to, Acquisition Strategy Panels (ASPs), Acquisition Strategy Boards (ASBs), and Program Execution Reviews (PERs).
- (3) Support the PER process, to include but not limited to, developing the PER Concept of Operations (CONOPS) documentation; building briefing templates; coordinating schedules; assisting with internal assessments, including related coordination; and reporting status.
- (4) Support the Significant Activity Watchlist (SAW) process, to include but not limited to, automation and refinement of the SAW software tool; collection and integration of data from the programs; and assessment and preparation of reports on key acquisition events to provide status to the Agency leadership.
- (5) Support and facilitate coordination with external stakeholders of the Agency, such as OSD (AT&L) and intra-department organizations.

- (6) Support development and updates of the MDA Acquisition Handbook and information posted on the internal acquisition website.
- (7) Provide acquisition expertise and coordination to summarize top-level program information and activities for reviews and decision-making. Develop and maintain program smart books.
- (8) Provide acquisition expertise and support for assessment, oversight, and execution of acquisition policy, processes, and procedures by the PDs/PMs and other Agency organizations.
- (9) Provide expertise to conduct analysis in support of cost, schedule, and technical performance trade-off analyses and risk assessments. Trade-off results will support technical, acquisition, contract, budget, policy, and legislative activities impacting the programs and the overall BMDS.
- (10) Support the development and coordination of acquisition external reports (e.g., Selected Acquisition Report (SAR)) for stakeholders of the Agency.
- (11) Support the management of the MDA knowledge point process and reviews. Provide acquisition expertise to support capturing the most critical program risks and data, and to measure program progress against goals.
- (12) Provide expertise on the development of contract documentation required by Procurement Initiation Document (PID).
- (13) Support the development of contract documentation required by the PID.
- (14) Provide data, populate templates, prepare documentation, and comply with approved process in support of the SAW, ASP/ASB, and PER.
- b. Acquisition and Program Management Support
  - Provide acquisition and program management expertise and support for the Acquisition Directorate, BMDS Deputy PM Office, geographically dispersed program offices, and Acquisition Functional Leads within the various program execution organizations.
  - (2) Provide support for functional meetings, including but not limited to, weekly Program Director/Program Manager (PD/PM) meetings and bi-weekly Functional Lead meetings.
  - (3) Support PDs/PMs and Acquisition Functional Leads in monitoring technical, schedule, and cost performance on the programs. Analysis includes the review, interpretation, recommendations, development, resolution, and

- reporting on subjects including funding adequacy, estimated costs, financial performance and programmatic risks.
- (4) Support the PD/PM with developing their respective Acquisition Program Plans, which are synchronized with the overarching BMDS block strategy and BMDS Accountability Report (BAR). Provide acquisition planning support, including POA&M development. Provide acquisition expertise to support the development and maintenance of other acquisition related documents.
- (5) Provide acquisition and programmatic expertise for the development of program planning, programming, budgeting and execution documents.
- (6) Provide acquisition and program management expertise to support the evaluation of contract performance against the program baseline. This includes identifying trigger points to convey system performance to stakeholders. Monitor contract funding and execution, identifying shortfalls, and recommend alternatives.
- (7) Provide acquisition expertise to perform analyses to support quick reaction responses to proposed planning (programmatic, fiscal, and contractual) changes.
- (8) Develop, coordinate, and track input from external inquiries and action items; assist in planning options; and update physical and electronic filing systems to provide timely responses.
- (9) Provide program management expertise to develop and maintain an Operation Planning Center (or War Room), including automated databases. Provide a "one-stop" information location for center access within the respective program, along with CLASSIFIED capability, where necessary. The center will include or provide access to program; project; planning; risk assessment; and Earned Value Management System (EVMS) data, (as defined in EVMS section of this PWS). The automated databases must be available to support document development in support of Agency leadership decision-making, briefing preparation, and other quick-turn around actions.
- (10) Provide programmatic expertise to engage in the budgeting, finance, and contract execution processes to ensure EVMS data is appropriately gathered, managed, and utilized by the PDs/PMs. Ensure the EVMS data is supportive of program execution and provides the Director an accurate view of program performance.
- (11) Provide programmatic expertise to engage with the engineering and technical community to understand technical aspects in sufficient detail to address and report on potential programmatic impacts across the Agency.

- (12) Facilitate effective acquisition communication and information exchange throughout the MDA enterprise with the goal of reducing acquisition tasking and action cycle times.
- (13) Provide acquisition expertise and programmatic support for international acquisition strategy development and establishment of programs to promote joint and allied cooperative programs and interoperability. Support international contract planning activities.
- (14) Provide acquisition expertise to support ad hoc teams and special studies for the Acquisition Directorate, BMDS Deputy PM Office, and program offices.
- (15) Provide expert advice on transition and transfer activities of the program weapon system to the appropriate service.
- (16) Provide routine and short notice support developing briefings, papers, status reports, web-based materials, data base materials; attend meetings; track, coordinate and follow up on action items; ensure technical written products are at executive presentation level.
- (17) Assist in identifying, designing, and developing innovative concepts, research projects, and experiments for technology engineering. Assist with technology transfer, with particular emphasis on the maturation of Small Business Innovative Research (SBIR) projects. Report status of research and development projects.
- (18) Support Small Business Innovation Research/Small Business Technology Transfer (SBIR/STTR) program management responsibilities and support the MDA SBIR/STTR Steering Group Secretariat.

### c. Acquisition Workforce Requirements

- Provide acquisition expertise to support the development and coordination of the Program Management Personnel Policy Directive. Support development and monitoring of processes for acquisition workforce selection; acquisition workforce balancing; and establishment of rating chains for PD/PMs and Functional Leads.
- (2) Provide expertise to assist with acquisition and program management career development, including advice and support for training of the Acquisition workforce. Support the development and tracking of the PD/PM selection process.
- (3) Assist in the acquisition and program management civilian hiring and manpower sustainment process, which includes updating the Program Resource Internet Database Environment (PRIDE) database; assisting with

tracking workforce qualifications, identifying training opportunities, documenting training status; and supporting the National Security Personnel System (NSPS) evaluation process.

### d. MDA Small Business Programs

- (1) Provide support to track Congressional actions impacting the Office of Small Business Programs (OSBP); assist in development of required small business program reports; assist in coordination with the OSD OSBP administrative staff, as necessary, to process Mentor Protégé Program funding documents and other admininstrative actions related to the program. Monitor small business laws, regulations, policies, and directives and provide updates as necessary.
- (2) Support the MDA Mentor Protégé Program, to include reviewing proposed agreements, working with the Contracts Directorate to insure agreements are placed on appropriate MDA contracts and monitoring the performance of the Mentor and Protégé with respect to the agreement.
- (3) Support the MDA Small Business Outreach Program, to include producing a quarterly newsletter, supporting the planning and conduct of MDA small business conferences, producing outreach materials for distribution to the Small Business Community, assisting with acquiring equipment and manning booths at various outreach events, managing and supporting the electronic MDA Small Business Directory and other general support of the program.
- (4) Support the MDA Small Business Subcontracting Oversight Program to include monitoring and tracking the Electronic Subcontracting Reporting System (ESRS) inputs required from MDA large business Prime Contractors, providing support for the MDA Large Business Council; and other general support to the program.

### e. BMDS Plans, Programs, and Integration

- (1) Support management of BMDS Blocks and Capability Deliveries.
- (2) Support all activities associated with developing and maintaining BMDS program documentation, including, but not limited to, the Single Acquisition Management Plan, the Acquisition Program Plan, the Common Work Breakdown Structure and the BMDS Accountability Report.
- (3) Support all activities associated with developing and maintaining the BMDS Master Plan, Schedule Baseline, Integrated Master Schedule and Integrated Master Plan.

- (4) Support the management of the BMDS Baselines Integration Automation activities.
- (5) Support the integration of cost, performance and schedule metrics and planning for the management of BMDS development and capability delivery.
- (6) Support building integrated decision packages that allow for executive decisions and baseline change implementation.
- (7) Support creating, modifying and analyzing options that consider interdependencies and baseline interactions as critical decision elements for the Deputy Program Manager for the BMDS.

### 3.2 Readiness Management (DWL)

The following paragraphs define the detailed requirements in this PWS for the Readiness Management Organization.

### 3.2.1 Readiness Management (DWL) Detailed Requirements

The contractor shall provide the readiness management expertise required to support the BMDS and each of the geographically dispersed programs within MDA. The contractor shall provide expertise to develop policies, plans, processes, procedures; implementation guidance; and interpret external agency regulations, policies, directives, and other related documents. The contractor shall ensure sufficient expertise is provided to support Readiness Executive tasks with external stakeholders.

- a. Provide expertise and support for planning, defining, analysis and readiness assessments for all of the programs and components of the BMDS. Define, track, assess, and report the readiness of the BMDS. Support execution of day-to-day readiness tasks for all of the programs and components of the BMDS.
- b. Provide expertise and support for readiness tracking of each of the programs and components of the BMDS. Support the establishment of policy and procedures for the collection, reporting, and analysis of readiness metric data, including problems identified through BMDS and program reporting.
- c. Support development of readiness metrics and data collection requirements. Support and facilitate the communication of readiness data to the programs and stakeholders. Provide readiness planning expertise and support, including high level strategic readiness analysis, and the development of supporting documentation.
- d. Support and facilitate coordination with external stakeholders Services, Joint Staff, COCOMS, and OSD.

- e. Support the services in the definition and execution of missile defense system readiness requirements and trades.
- f. Identify and communicate BMDS and program readiness lessons learned. Incorporate best practices across the BMDS, programs, services, and other agency stakeholders.

### 3.3 International Affairs (DI)

The International Affairs Directorate applies unique expertise to a broad range of international policy and foreign affairs issues across the Agency. The responsibilities cover all regions, countries, and functions essential to the effective conduct of international activities and engagements to facilitate BMDS development and deployment.

### 3.3.1 International Affairs (DI) Detailed Requirements

The contractor shall provide foreign affairs and acquisition expertise to support planning and execution of the range of MDA international affairs activities, including but not limited to those described in detail below. The contractor shall ensure personnel are available to support each of the geographically dispersed MDA locations. The contractor shall support MDA efforts to garner support for US BMD programs, promote foreign nation participation in MDA programs, and integrate partner nation capabilities with US capabilities.

- a. International Strategy Development and Execution
- (1) Provide support to the development, evolution and implementation of the MDA International Strategy.
- (2) Assist in developing and implementing related performance metrics/balanced scorecard methodology.
- (3) Assist with the development and implementation of regional and country-specific campaign plans.
- b. Strategic Communication Planning and Execution; Global BMD Outreach
- Assist in the development, execution, and refinement of a roadmap for global BMD outreach, including the identification of new outreach opportunities and the development of novel implementation strategies.
- (2) Support bilateral and multilateral meetings, committees, steering groups, conferences, and other fora to educate and share information with friends and allies to advance priority MDA initiatives.

- (3) Support the establishment and maintenance of strong working relationships with MDA activities outside the continental United States (OCONUS) and with key external counterparts (e.g., Combatant Commands (COCOMs), in coordination with the Warfighter Support Center (DFO); the Department of State, US Embassies, Consulates, and Missions abroad; and other Agencies).
- (4) Support MDA representation by executive management and staff at international fora such as, but not limited to NATO Missile Defense Steering Group and International Program Committee.
- (5) Support the development of interactive simulations that benefit or can be used in support of international objectives. Facilitate MDA participation in events that use interactive simulations to foster further international collaboration in missile defense.
- c. Regional and Global Policy Affairs
- (1) Conduct Political-Military assessments (quick response and long-term) to analyze international developments and potential effects on international BMD cooperation and US BMD development and fielding activities. This includes assessment of official white papers, position papers, or other related documents as well as other political, social, and cultural influences on government decision making as it relates to missile defense and international initiatives.
- (2) Support agency efforts with Office of Secretary of Defense (OSD) Policy, Joint Chief's of Staff, military services, COCOMs, other US Government executive departments, and those foreign governments eligible for cooperative participation in missile defense activities.
- d. Armaments Cooperation Planning and Execution
- (1) Support the execution of country-specific international activities to include, but not limited to studies and analyses; international agreement planning, development, negotiation and implementation; cooperative research and development, co-production; technology assessments; and export licensing and technology transfer analyses.
- (2) Identify opportunities for and support planning and execution related to foreign participation in US BMDS testing, US use of foreign test facilities, and US participation in foreign test activities.
- (3) Support MDA planning and execution related to multilateral activities, initiatives, and programs including, but not limited to, international organizations such as NATO.

- (4) Identify new and novel approaches and initiatives related to armaments cooperation.
- e. Security Assistance Planning and Execution
- (1) Assist with development and implementation of MDA security assistance plans and processes. Provide support to the development and implementation of potential security assistance cases.
- (2) Identify opportunities for foreign military sales (FMS) and supporting engagement strategies.
- f. Multinational BMD Conference Planning and Execution
- (1) Support the planning and execution of the annual MDA multinational conference.
- (2) Analyze conference execution, to include recommendations for design improvements and areas for future strategy development.
- g. Arms Control Implementation Planning and Development
- (1) Develop implementation plans to support MDA program compliance with arms control treaties, protocols, and other agreements.
- (2) Support development of presentation materials and participate in meetings and discussions to ensure MDA personnel are aware of Agency obligations under arms control treaties, protocols, and other agreements.
- (3) Provide technical analyses of arms control impacts on current and potential MDA activities.
- h. Internal Strategic Planning and Execution Supporting International Affairs
- (1) Provide international affairs subject matter expertise supporting key internal MDA corporate decision bodies (EMB, PCB, PPB, etc.)
- (2) Provide international affairs subject matter expertise supporting MDA engagements across DoD and in Interagency fora; this includes but is not limited to the Quadrennial Defense Review (QDR), Ballistic Missile Defense Review (BMDR), Nuclear Posture Review (NPR), and the Compliance Review Group.

# 3.4 Business and Financial Management (DOB)

The following paragraphs define the detailed requirements in this PWS for the Business Operations Directorate.

# 3.4.1 Accounting Systems Detailed Requirements

The contractor shall provide accounting, financial record reconciliation, and financial information system support for functional organizations and programs. The contractor shall provide support for compliance with the Chief Financial Officers (CFO) Act of 1990 and the MDA internal controls program. The contractor shall provide system, program, and functional area general financial support.

- a. Provide research, analysis, and technical support for the reconciliation of internal records.
- Provide assistance in the development and publication of Agency financial and accounting policies and procedures to promote efficiency and effectiveness of operations, and accuracy, reliability, and timeliness of financial reporting.
- c. Provide assistance in the identification and implementation of actions to improve financial management operations and reporting.
- d. Provide technical support for the current and planned accounting systems and entitlement systems with the official accounting records maintained by the Defense Finance and Accounting Service (DFAS) accounting and paying offices.
- e. Provide on-site financial reconciliation, research and analysis support at DFAS-Columbus and DFAS-Indianapolis Service Centers.
- f. Record obligations and adjustments in the official accounting system based on research and analysis of various types of official supporting documentation. Perform follow-up activities and report the status of Agency accounting data and records and Defense Finance and Accounting Service activities and changes.
- g. Provide accounting transaction level data analysis and reconciliation support for over ten separate legacy accounting and financial systems.
- h. Support system implementation and sustainment, operations, maintenance and training.

- Provide project management assistance, to include requirements, operational processes, structure definition, installation, deployment, testing, operations, and maintenance.
- Provide expertise to integrate multi-layered schedule of tasks required in support of PPBES.
- k. Provide assistance in the development of supporting documents and audit trails to prepare the Agency quarterly and annual financial statements in accordance with the CFO Act. Provide assistance with communicating project status and risk, developing recommendations for emerging issues, and providing resolution implementation assistance.
- 1. Provide assistance in the identification and implementation of corrective actions needed to obtain an unqualified audit opinion on the annual financial statements and accompanying supplemental reports.
- m. Provide assistance in the administration of the MDA internal control program to support development of the Annual Statement of Assurance process and the supporting organizational internal control self-assessments.
- Provide assistance in the development and issuance of annual training and supporting materials to functional and program organization representatives.
- Research related government and industry best practices; assist in incorporating best practices into Agency policies, procedures, and processes to promote continual process improvements to the internal controls program.
- p. Provide special studies, along with routine and short notice support developing briefings, papers, status reports, web-based materials, data base materials; attend meetings; track, coordinate and follow up on action items; and ensure technical written products are at executive presentation level.

# 3.4.2 Cost Estimating Detailed Requirements

- a. Provide analytical expertise for development of detailed cost estimates and courses of action (COAs) for decision making throughout the Agency.
  - (1) Support the development of common cost methods, for prescribed BMDS commodities and functional organizations.
  - (2) Provide analytical support for cost estimating of Agency commodities, to include cost driver sensitivity analyses, and integrate the results of the Earned Value Management (EVM) analysis into the cost estimating process; support development and documentation of cost estimating and analysis processes, policies, and procedures.

- (3) Establish and maintain a cost library for use by all cost analysts.
- (4) Develop and conduct cost estimating and analysis training for entrylevel through senior-level personnel for the missile defense community, in conjunction with the Human Resources Directorate (DOH).
- b. Formulate and apply mathematical modeling and other operations research methods to develop and interpret cost estimates that assist management with decision making. Develop cost estimates using various software tools (Excel, ACIET, Price). Collect and analyze cost data from various databases and cost reports.
  - Analyze information obtained from management conceptualization and define assumptions concerning technical requirements, schedule, and cost, and make recommendations.
  - (2) Break systems into their component parts in the Work Breakdown Structures (WBS) and develop cost-estimating relationships for each program in the structure.
  - (3) Define data requirements. Gather and validate information, apply judgment and statistical tests, and provide recommendations.
  - (4) Evaluate data. Develop probabilistic cost estimating relationships and validate the using appropriate statistical techniques. Use cost estimating relationships in the development of estimates for complex systems, and systems of systems.
  - (5) Investigate program uncertainties through cost estimates based on data provided. Use statistics and simulation techniques to analyze and develop the cost risk portion of the cost estimates.
  - (6) Perform validation and testing of cost estimates to ensure adequacy; reformulate cost estimate models.
  - (7) Analyze various COAs. Prepare a cost estimate for each, compare the COAs, and make recommendations to leadership.
- c. Provide cost estimating and analysis support for the National Missile Defense Cost Division, Theater Weapons Cost Division, the Sensors and C3 Cost Division, and Operations Cost Division.
  - Develop cost models that incorporate cost risk analysis and generate cost estimates to support building the program budget. Participate in developing Common Cost Models with Lead Service and Prime

- Contractor. Interface with functional leads in the programs (e.g., engineering, business, etc.) to ensure cost models and estimates reflect the most current program information.
- (2) Anticipate program requirements using information gained in program meetings, technical reviews, and baseline reviews. Perform analyses of alternatives to support program and MDA-wide decision making process.
- (3) Prepare Independent Government Estimates in support of MDA contractual activities.
- (4) Assist with developing and reviewing Cost Analysis Requirements Documents (CARDs).
- (5) Assist with developing WBS structure, cost data collection plans, Contract Data Requirements Lists (CDRL), and Data Item Descriptions (DID) in support of new contracts.
- (6) Implement cost data collection process. Assist with evaluating quality of cost data and develop databases.
- (7) Assist with quality reviews of MDA cost models and estimates. Assist in standardizing cost estimating and analysis products across the division
- d. Provide cost estimating and analysis support for the BMDS Analysis Division.
  - (1) Provide on site support to the MDA Integration and Synchronization Center (ISC) by preparing BMDS-wide cost analyses and participating in Business Case Analyses.
  - (2) Coordinate ISC activities with the cost estimating divisions and matrix cost teams to ensure awareness of ongoing actions and to collect relevant cost and program information from the teams.
  - (3) Assist with Analyses of Alternatives (AoAs) and mid-far term architecture planning studies. Provide cost analyses and estimates for alternative COAs. Provide tools and methods to frame the decision space. Engage with technical community and planners in developing recommended COAs.
  - (4) Research and develop new cost estimate tools and methods to improve the quality of MDA cost estimates. Coordinate research requirements with the cost estimating divisions to prioritize research activities.

- (5) Establish and maintain a cost library for use by all cost analysts.
- Provide technical and analytical support to the Cost Estimating Operations Division (DOE).
  - Assist with developing and publishing Memorandum of Understanding (MOU) agreements, cost and analysis guidance, and cost related directives and standards for DOE.
  - (2) Assist with coordinating DOE activities with external agencies, e.g., OSD Cost Analysis Improvement Group (CAIG), lead service cost Agencies, and Defense Cost and Resource Center.
  - (3) Develop DOE activity schedules and manage DOE actions (e.g. Etasker).
  - (4) Assist with coordinating and managing DOE resources, including cost estimating software, IT systems, travel, and office moves.
  - (5) Assist with developing and implementing the DOE internal training and professional development program, in conjunction with the Human Resources Directorate (DOH) training programs.

# f. Cost Estimating Capabilities

- Provide personnel with expertise who have knowledge and understand cost estimating hardware and software systems, their components, and technologies.
- (2) Provide expertise to analyze complex problems and apply logical mathematics based solutions for problem solving.
- (3) Provide expertise to develop cost models using Microsoft Excel and Automated Cost Estimating Integrated Tools (ACEIT).
- (4) Conduct cost risk analysis by Monte Carlo simulation using Crystal Ball and ACE-Risk applications.
- (5) Develop databases using Microsoft Access.
- (6) Develop schedules and perform schedule analysis using Microsoft Project and @Risk for Project (risk analysis management software).
- (7) Develop software cost estimates using SEER-SEM and CoStar cost estimating software.

- (8) Develop presentation materials using Microsoft PowerPoint.
- (9) Apply statistical techniques, evaluate data, and develop cost estimating relationships.
- (10) Apply earned value information to improve cost estimates during execution.
- (11) Develop data collection plans that are compliant with DoD 5000.4M-1, Contractor Cost Data Reporting Manual.
- (12) Communicate with PDs/PMs Systems Engineers, Business Managers, Test Agents, Logisticians, Industry, etc. to develop program estimates cost estimates.
- (13) Lead and support Integrated Product Teams that develop cost estimates.
- (14) Apply Planning, Programming, Budgeting System PPBES to cost estimates, including correct use of appropriations and fiscal law.

# 3.4.3 Acquisition Business Support Detailed Requirements

The contractor shall provide general business support for the functional program organizations. The contractor shall provide Defense Travel System (DTS) helpdesk support. The contractor shall support for the external review process. The contractor shall support the EVM process for functionals and programs, to include implementation of policy across the Agency; and review and update of directives, handbooks, and memorandums. Provide training support for the implementation of the Lean Six Sigma Continuous Process Initiative (CPI).

- a. Earned Value Management Support
  - Provide the EVMS data required to conduct assessment of program execution. Support the assembly, integration, and analysis of data that integrates technical requirements, schedules and budgets. Develop and implement practices to conduct integrated assessments.
  - (2) Support integrated baseline reviews and baseline maintenance reviews.
  - (3) Support joint EVMS Systems surveillance review process.
  - (4) Support acquisition strategy meetings and procurement processes to ensure complete and accurate inclusion of EVM contractual requirements.

- (5) Support the EVM Health (Gap Analysis) process and sharing of EVM and Integrated Baseline Review (IBR) lessons learned and best practices across the Agency.
- (6) Research industry EVM best practices; assist with incorporating best practices into Agency policies, procedures and processes to promote continual process improvements.
- (7) Support the EVM program, develop, support and evaluate EVM related contract requirements, analyze and report on cost/schedule deviations to program baselines, and assist in program status reviews.
- (8) Update existing EVM training modules to reflect policies and best practices and provide training, in conjunction with the Human Resources Directorate (DOH).
- (9) Interface with industry and government experts on missile defense EVM issues; facilitate sharing of lessons learned. Participate in workshops and/or conferences, assisting in the development of meeting minutes, workshop logistical support, and data gathering and /reporting.

# b. Other Business Support

- (1) Provide research, analysis and support on all external requests for information and meetings originating from the GAO, DoD IG, or other offices with oversight responsibility.
- (2) Assist in developing documents in support of GAO and DoD IG audit data collection phases and pre-draft reviews. Attend and prepare meeting minutes for Entrance and Exit Conferences, and follow-on meetings.
- (3) Support external interfaces and requests from Congress, Office of the Under Secretary of Defense (Acquisition, Technology and Logistics) (OSD/AT&L), DoD Inspector General (IG), General Accountability Office (GAO), Defense Contract Management Agency (DCMA), Office of Management and Budget (OMB), and other Federal agencies.
- (4) Provide regular, repeated, sustaining activities related to congressional communication, GAO and DoD IG activities. Provide assistance to develop standard queries and reports, developing recommendations for emerging issues, and providing implementation assistance. Use comprehensive Congressional, GAO, and DoD IG databases to facilitate research, review, and analysis of previous communications.

- (5) Provide support for creating the BMDS Booklet; an annual brochure that describes the MDA and programs. Provide graphics expertise, obtain new photographs from various sources, coordinate and update through the Agency, and coordinate the printing and delivery of the authorized number of booklets.
- (6) Provide DTS Help Desk assistance to travelers, authorizing officials, and other entry agents. Receive course materials, reference materials, and training aids to support the implementation of the Defense Travel System, work training in conjunction with the Human Resources Directorate (DOH).
- (7) Provide special studies, along with routine and short notice support developing briefings, papers, status reports, web-based materials, data base materials; attend meetings; track, coordinate and follow up on action items; ensure technical written products are at executive presentation level.
- (8) Research industry business best practices; assist with incorporating best practices into Agency policies, procedures and processes to promote continual process improvements.

# 3.5 Legislative Affairs (LA)

# 3.5.1 Legislative Affairs (LA) Detailed Requirements

The Legislative Affairs Directorate is the single point of contact for all Congressional actions. The Directorate oversees Congressional testimony preparation and meetings with members of Congress and key Congressional staff. Legislative impacts to BMD programs are monitored and related activities worked through this organization. The contractor shall provide legislative and analysis capability to support the development, coordination, implementation, and delivery of Congressional strategies and communications.

- a. Monitor defense-related Congressional committees to provide information on legislative initiatives that may impact the BMD program. Assist in providing insight and advice to management on the views and background of members of Congress with respect to the BMD program.
- b. Assist in maintaining the hearing issues of interest from members of Congress and coordinating with stakeholders in drafting and reviewing testimony, hearings, transcripts, Congressional correspondence, and Congressional visits. Assist with reviewing and coordinating the testimony internally and developing "murderboard" and hearing preparation materials.

- c. Obtain "official" Congressional transcripts as required within one working day of hearing or as soon as released by news service, distribute, and review. Ensure hearing follow-up actions are completed.
- d. Assist in interfacing with the National Security Council, Office of the Assistant Secretary of Defense for Legislative Affairs (OASD/LA) and the Office of the Comptroller on Congressional actions.
- e. Develop and execute annual and long-term strategies for defending the President's budget before Congress.
- f. Support the Legislative Affairs staff in maintaining close working relationships with Congressional staff, military service liaisons, and OSD staff on Congressional matters. Maintain Congressional Military Legislative Assistant (MLA) lists. Assist the Legislative Affairs staff in contacting member offices of the Defense Committee members and identifying the new MLAs in January of each year.
- g. Assist in preparing and reviewing responses for Congressional correspondence. Maintain a database of congressional inquiries and Agency responses. Track and report on BMD-related legislation through on-line legislative tracking service, and other publicly available means. Develop Congressional Funding Tracks and update within 12 hours of Congressional activity and markups.
- h. Develop charts (bi-monthly) for the program reviews to provide status of legislation and Congressional schedules that impacts the BMD program.
- i. Prepare, maintain, and update a Congressional calendar of events.
- j. Assist in tracking of the legislative schedule and develop the planning charts to support the Congressional cycle. Track floor amendments in real time by viewing C-SPAN. Update Legislative Affairs staff on relevant amendments. Develop quick-look reports of Defense Committee Bill actions within 12 hours of major activity using PowerPoint application. Secure Defense Committee Reports and Bills from THOMAS federal legislative site.
- k. Publish daily early-morning Congressional update report. Incorporate Early Bird press articles, Congressional quarterly related articles, key hearing dates, House and Senate activities of the day, and a brief summary of major bill status.
- Order Defense Committee Reports and Bills from House and Senate Document offices. Disseminate copies to Legislative Affairs staff and other key staff within the Agency. Identify Reports to Congress from legislation starting with the Defense committee Bills and continue tracking through completion of the annual Defense authorization and appropriations Acts and signing into law by the President.

- m. Track Congressional security clearances and coordinate with Congressional security offices, member offices, and MDA Security Operations Center. Ensure visit requests for Congressional staff visits to MDA remain current to support visits.
- Provide election analysis and tracking during and beyond normal duty hours.
   Prepare post-election results briefings.
- o. Support the Legislative Affairs staff with conferences and breakfast presentations on Capitol Hill; take notes and prepare meeting summaries.
- p. Conduct research and keep Legislative Affairs website current.
- q. Prepare PowerPoint presentations and briefings in support of Legislative Affairs activities to include developing the annual legislative engagement strategy.
- Maintain historical files in a library.
- s. Maintain and update Legislative Affairs database. Update member biographies in Legislative Affairs electronic storage processes when preparing for Congressional hearings. Incorporate missile defense related statements made during the year from all sources.
- Assist is developing year-end Congressional Activity Report Synopsis (CARS)
  within 30 days of enactment of annual Defense Appropriations and Authorization
  Acts.
- Assist with reviewing and coordinating the testimony internally and with other stakeholders.
- Maintain and update the Legislative Affairs Standard Operating Procedures document for the Directorate.

### 4.0 PERFORMANCE STANDARD SUMMARY

The contractor shall perform Advisory and Assistance Services (A&AS) in accordance with the requirements identified in this performance work statement and any subsequent task orders. The performance standards describe the minimum acceptable performance levels for each requirement. The MiDAESS Program Office will evaluate contractor performance in accordance with the Performance Standard Summary Matrix (Appendix).

### 5.0 DATA

The contractor shall submit a monthly status report. The status report shall provide specific details for each task order. A report is not required, if the contractor does not have open, active task orders. Contractor format is acceptable for the report. The report shall be submitted to the Contracting Officer, with a copy to the designated contracting officer's representative, and include the following information:

Number of Positions under contract at the task order level; identified by task order.

Vacancy Data: Number of vacancies, number of days vacant, and status of each vacancy, Position ID, date vacancy identified, date vacancy filled, identified by task order.

- a. Status of Travel and Other Direct Costs (ODC). As a minimum, final actual travel costs will be reported by task order, by approved MDA Form 110, Request for Contractor Travel and Extended Commuting Travel.
- b. Small business utilization on each task order as a percentage of task order price.
- c. Cumulative small business utilization on all task orders.

At the task order level, the contractor shall submit data in accordance with the task order PWS:

- a. Scientific and Technical Reports, Studies, Presentations, and related Briefing Materials.
- b. Executive Decision Memoranda and Guidance Letters (draft documents).
- c. Presentation and Briefing Materials.
- d. Safety Assessment Reports.
- e. Special Reports, such as Trip Reports, and others as defined by task order.
- f. Program Management Schedules (input) and Tracking Reports.

Each task order may contain additional data requirements which will be identified at time of task order proposal request.

# 6.0 SECURITY REQUIREMENTS

All personnel must hold a minimum of SECRET security clearance immediately upon contract award. Each task order will define the percentage of the workforce required to ultimately hold TOP SECRET (TS) and TS Sensitive Compartmentalized Information (SCI). In addition the table below defines the percentage of personnel required to have TS and TS SCI eligibility upon task order award.

Below are the specific work areas and their expected security clearance levels:

WORK AREA	SECRET	TOP SECRET ELIGIBILITY UPON AWARD Acquisition Ma	TOP SECRET TOTAL	SCI ELIGIBILITY UPON AWARD	SCI TOTAL				
Acquisition	100%	5%	5%	2%	2%				
Readiness Management (DWL)									
Readiness Management	100%	0	0	0	0				
International Affairs (DI)									
International Affairs	100%	5%	50%	2%	2%				
Business and Financial Operations (DOB)									
Accounting Systems	100%	20%	20%	0	0				
Cost Estimating	100%	20%	20%	0	0				
Acquisition Business Support	100%	20%	20%	0	0				
		Legislative A	Affairs (LA)						
Legislative Affairs	100%	0	0	0	0				

# 7.0 TRAVEL REQUIREMENTS

Contractor employees should expect to travel from 15% to 30% of the time to various locations related to systems, specific components, manufacturing sites, integration sites, test sites, and other sites as specified by task order.

# 8.0 GOVERNMENT FURNISHED INFORMATION/EQUIPMENT/SUPPORT

- Access may be provided to MDA facilities, as required, including on-site work stations with computers and telephones. On-site and off-site requirements will be designated by task order.
- b. Government laptops and blackberries may be provided on a need-justified basis.

# 9.0 SMALL BUSINESS UTILIZATION

In the execution of task orders, the contractor shall utilize small business to the maximum extent practical. Small business utilization shall be detailed in the monthly status report.

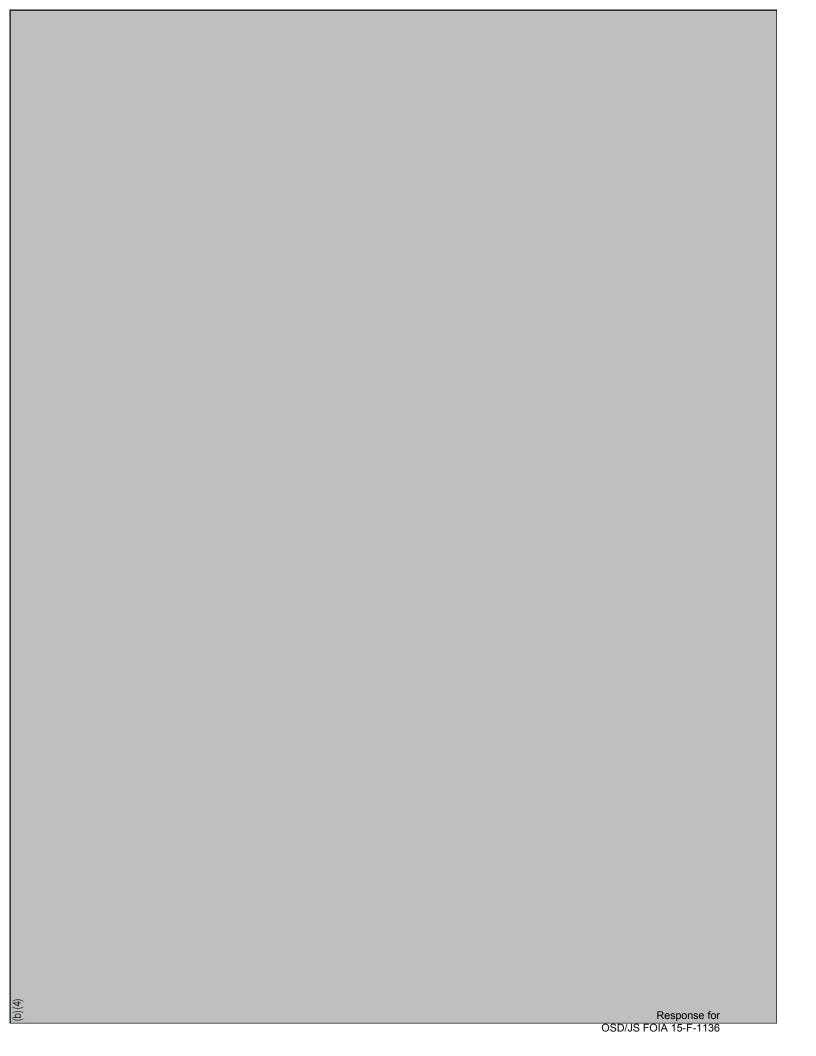
# APPENDIX PERFORMANCE WORK STATEMENT (PWS) STANDARD SUMMARY Small Business Set-Aside (SBSA)

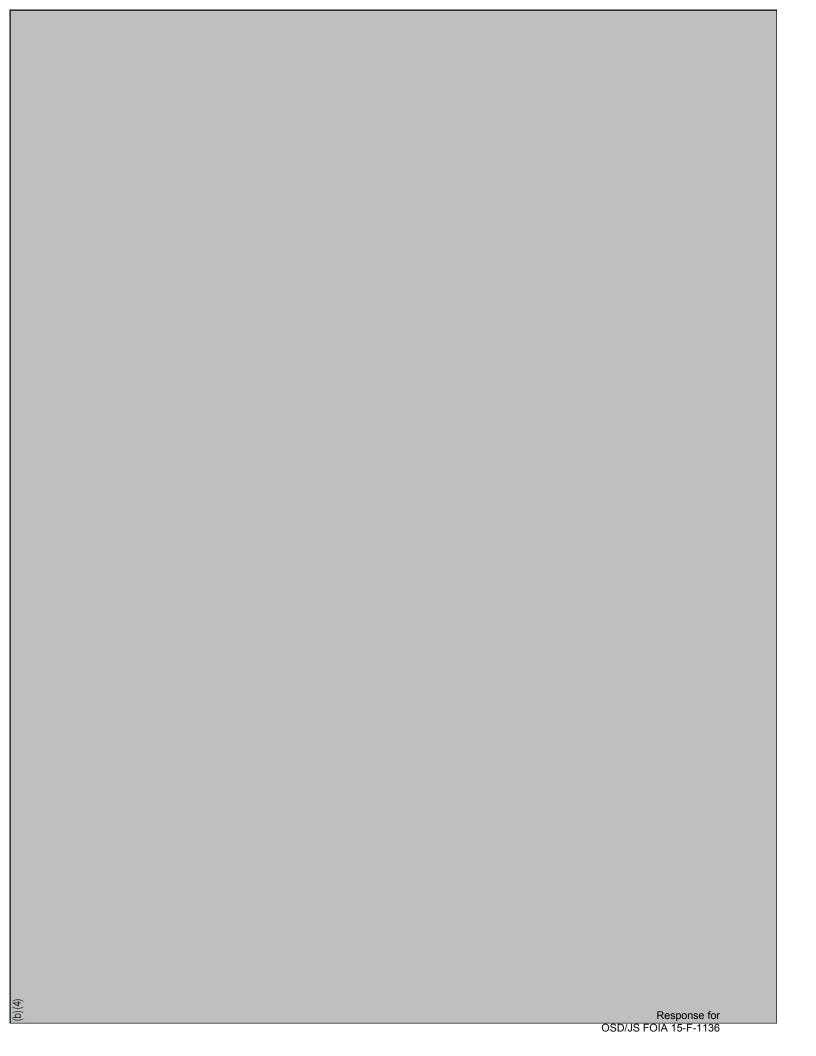
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	3 or More Verified Complaints	Unsatisfactory	Fill Rate Meets Less then 90% of Staffing Plan	Unsatisfactory	Less then 90% of Identified Departure Vacancies Filled Within 60 Days	Unsatisfactory	Performance meets few Task Order requirements. Products are poor quality and do not meet minimal technical requirements due to excessive errors.  Major re-work required on final delivered product. Problems identified by customer are substantial and cannot be resolved quickly due to rework.
PERFORMANCE MEASURE	1 or 2 Verified Complaints	Satisfactory	Fill Rate Meets 90 – 94 % of Planned Staffing Goal	Satisfactory	90-99% of Identified Departure Vacancies Filled Within 60 Days	Satisfactory	Performance meets most Task Order requirements. Products are good quality meeting minimal technical requirements with few editorial issues.  Minimal rework required on final delivered product. Problems identified by customer are minor and are resolved quickly.
	0 Complaints	Exceptional	Fill Rate Meets 95% or Greater of Planned Staffing Goal	Exceptional	All Departure Vacancies Filled Within 60 Days or Less	Exceptional	Performance meets or exceeds Task Order requirements. Products are high quality with no technical or editorial issues.  No rework on final delivered product. Problems identified by customer are minor and can be resolved in a quick efficient manner.
PERFORMANCE STANDARD	Teamwork Cooperation		Promptness in Filling Positions after Task Order Award		Promptness in Filling Departure Vacancies		Contribution Effectiveness  • Quality  • Responsiveness  • Timeliness
PWS PARA	3.0		3.0		3.0		3.0,
PERFORMANCE OBJECTIVE	Perform requirements as an integrated team member, ensuring unconstrained flow of program data and information to effectively and efficiently complete tasks. Foster a collaborative environment to ensure requirements are completed, as established in the individual Task Order.		Fill positions specified at contract award within the timelines established in the Task Order staffing plan.		Fill positions due to departures of personnel within established timelines.		Perform tasks requirements specified in the Task Order.  Provide sound, comprehensive, professional products and services that a) directly respond to the task and answers the action, question, issue, or provides specified information; and b) meets the customer's timeline to support Government decision making and responses.

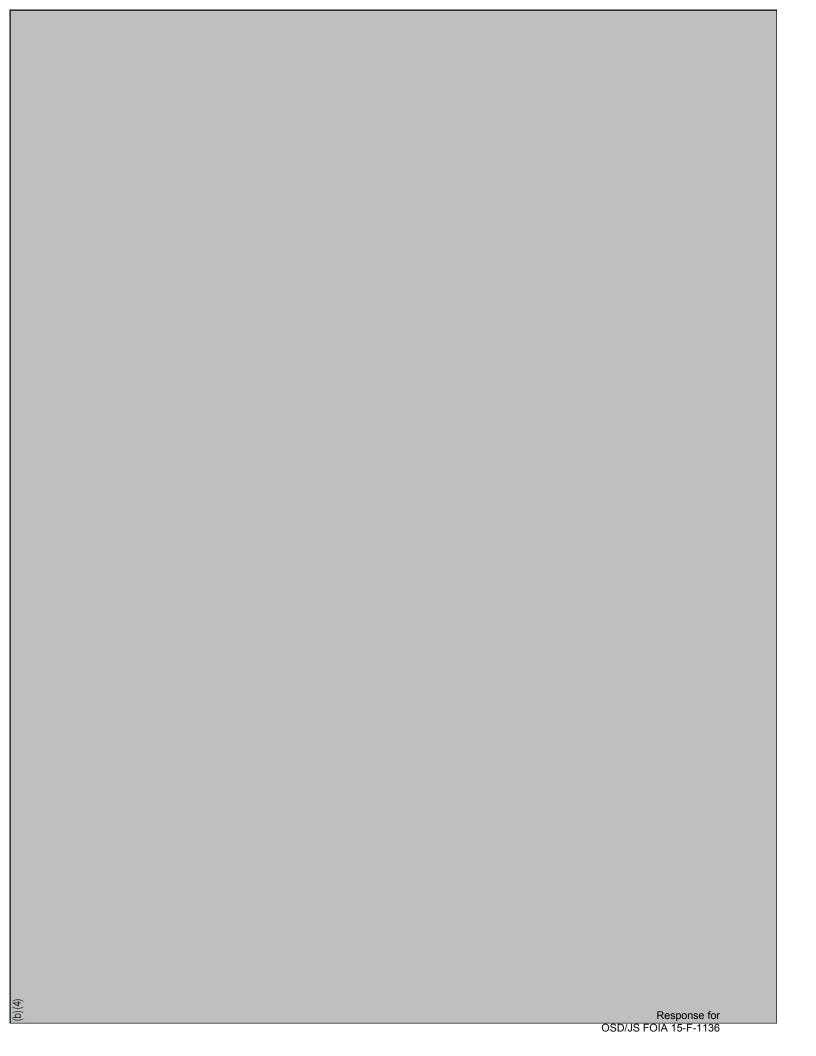
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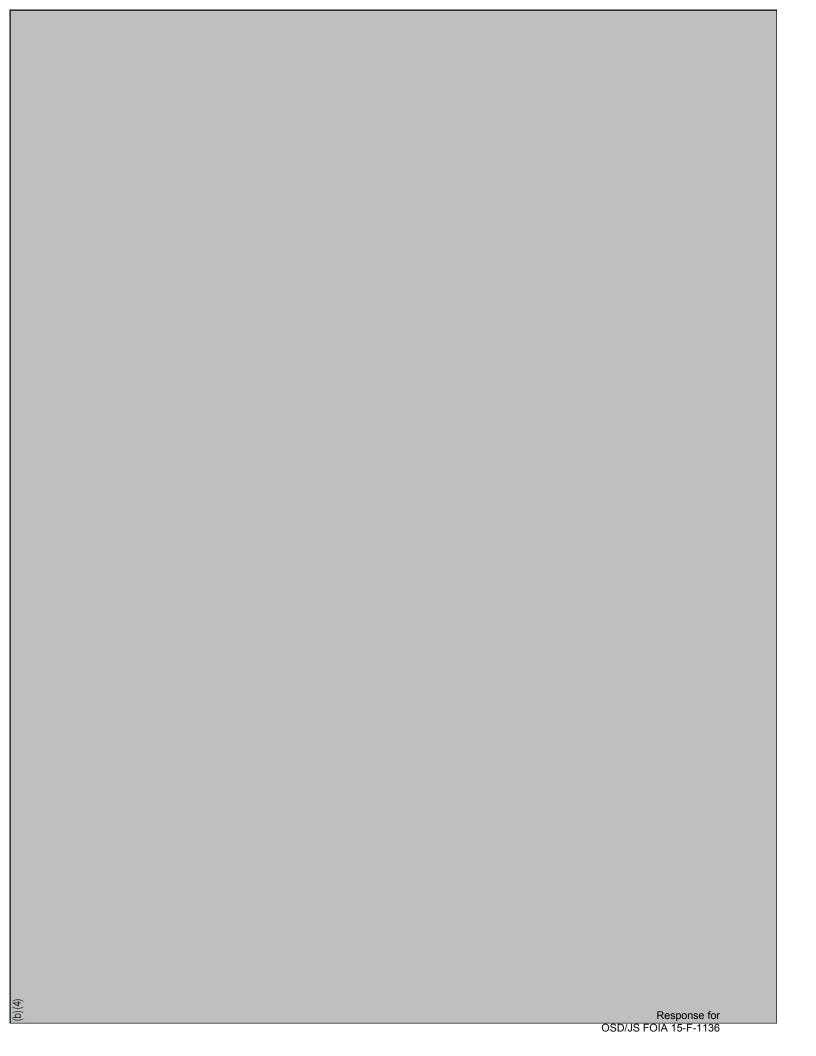
PERFORMANCE OBJECTIVE	PWS PARA	PERFORMANCE STANDARD	.;	PERFORMANCE MEASURE	
Utilize small business, as specified by "50% rule" outlined in FAR 52.219-14 (Prime contractor small business work share cumulative performance).	9.0	Contract Small Business Cumulative Utilization	Cumulative Small Business Utilization	Cumulative Small Business Utilization is at least:	Cumulative Small Business Utilization is less than:
			51% or greater of awarded efforts	40% 1 <sup>st</sup> year, 43% 2 <sup>nd</sup> year, 47% 3 <sup>rd</sup> year, 49% 4 <sup>th</sup> year 50% 5 <sup>th</sup> year	40% 1st year, 43% 2nd year, 47% 3rd year, 49% 4th year 50% 5th year
				of awarded efforts	of awarded efforts
			Exceptional	Satisfactory	Unsatisfactory
Utilize small business, as a percentage of Total Price of Task Order.	0.6	Task Order Small Business Percentage	Exceeds	Meets	Does Not Meet
			Small Business Utilization Proposed as Percentage of Total Price of Task Order	Small Business Utilization Proposed as Percentage of Total Price of Task Order	Small Business Utilization Proposed as Percentage of Total Price of Task Order
			Exceptional	Satisfactory	Unsatisfactory

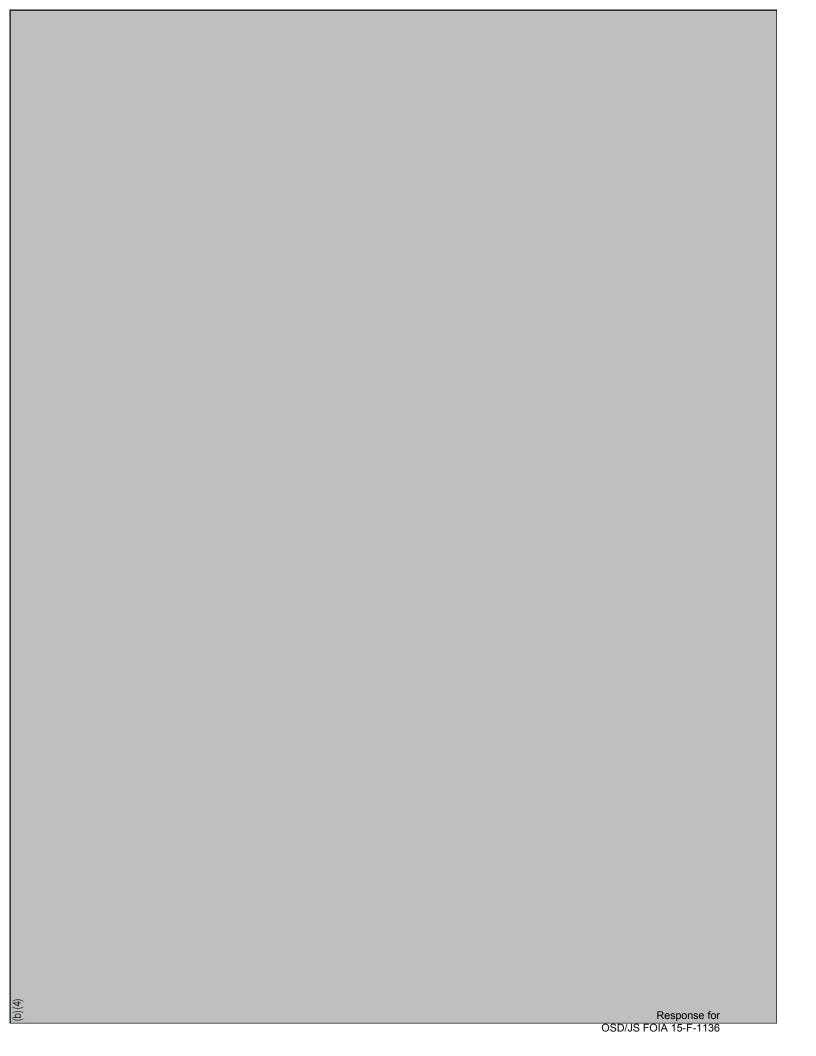
Capability Group 2: Acquisition Support	Government Labor Competency Level Description
Contract Program Manager	Capable of providing leadership, direction, and management of support for the Acquisition, Business Operations, Legislative Affairs, International Affairs, and Logistics fields and proficient in standards, principles, practices, and processes related to complex weapon systems. Possess extensive managerial, technical, and business knowledge, and experience relating to DoD and major systems or programs. Proven ability to lead and provide direct input in solving complex issues involving staff and resources of sizable magnitude. Capable of thinking strategically to address issues and implement plans for major operational defense programs. Responsible for overall contract performance. Top Secret clearance required.
Analyst (Advanced)	Capable of leading and executing task associated with acquisition, readiness, financial, legislative affairs, and international issues for complex weapon systems. Has specialized related knowledge. Capable of working independently or leading teams in the solving of solve problems. Capable of providing daily supervision and direction to support teams. Security Clearance requirements (TS, TS/SCI, S) as defined in the respective PWS. (MA/MS in Related Field)
Analyst (Intermediate)	Capable of applying managerial, technical, and business knowledge and judgment to acquisition, readiness, financial, legislative affairs, and international issues related to complex weapon systems. Works as a member of team and assists with solving complex problems. Has specialized related knowledge. Security Clearance requirements (TS, TS/SCI, S) as defined in the respective PWS. (BA/BS in Related Field)
Analyst (Basic)	With general supervision capable of assisting in execution of acquisition, readiness, financial, legislative affairs, and/or international issues. Follows established procedures, and solves routine problems. Security Clearance requirements (minimum S) as defined in the respective PWS. (Associates or Bachelors in related field). No direct experience required.
Accountant (Advanced)	Capable of leading and executing the performance of financial aspects of accounting and applying theories, concepts, principles, and standards for a complex weapon system effort. Capable of leading and executing the design, development, operation, or inspection of accounting systems; analyzing and interpreting data, records, and reports; or advising or assisting management on financial management matters. Has specialized related knowledge. Capable of working independently or leading teams to solve problems Capable of providing daily supervision and direction to support teams Security Clearance requirements (TS, TS/SCI, S) as defined in the respective PWS. (MA/MS in Related Field)
Accountant (Intermediate)	Capable of assisting in the execution of financial aspects of accounting and applying theories, concepts, principles, and standards. Capable of assisting in the designing, developing, operating, or inspecting accounting systems; analyzing and interpreting data, records, and reports; or assisting on financial management matters. Works as a member of team and assists with solving complex problems. Security Clearance requirements (TS, TS/SCI, S) as defined in the respective PWS. (BA/BS in Related Field)
Accountant (Basie)	With general supervision capable of understanding financial aspects of accounting and applying theories, concepts, principles, and standards. Capable of assisting in the analysis and interpretation of, records, and reports and assisting on financial management matters. Works under general supervision, follows established procedures, and solves routine problems. Security Clearance requirements (TS, TS/SCI, S) as defined in the respective PWS. (Associates or Bachelors in related field). No direct experience required.
SME (Advanced)	Recognized industry expert with significant depth and breadth of knowledge capable of providing advisor and consultant services based on unique experience that has a significant level of technical value and return on investment. Capable of supporting teams and/or working independently regarding very complex technical or programmatic issues usually related to complex weapon systems. Security Clearance requirements (TS, TS/SCI, S) as defined in the respective PWS.
SME (Intermediate)	Recognized industry expert with depth and breadth of knowledge capable of providing advisor and consultant services based on unique experience that has a high level of technical value and return on investment. Capable of supporting teams and/or working independently regarding very complex technical or programmatic issues. Security Clearance requirements (TS, TS/SCI, S) as defined in the respective PWS.
SME (Basic)	Industry expert with significant depth and breadth of knowledge capable of providing advisor and consultant services based on experience that has a unique, specific level of technical value. Capable of supporting teams working complex technical or programmatic issues. Security Clearance requirements (TS, TS/SCI, S) as defined in the respective PWS.

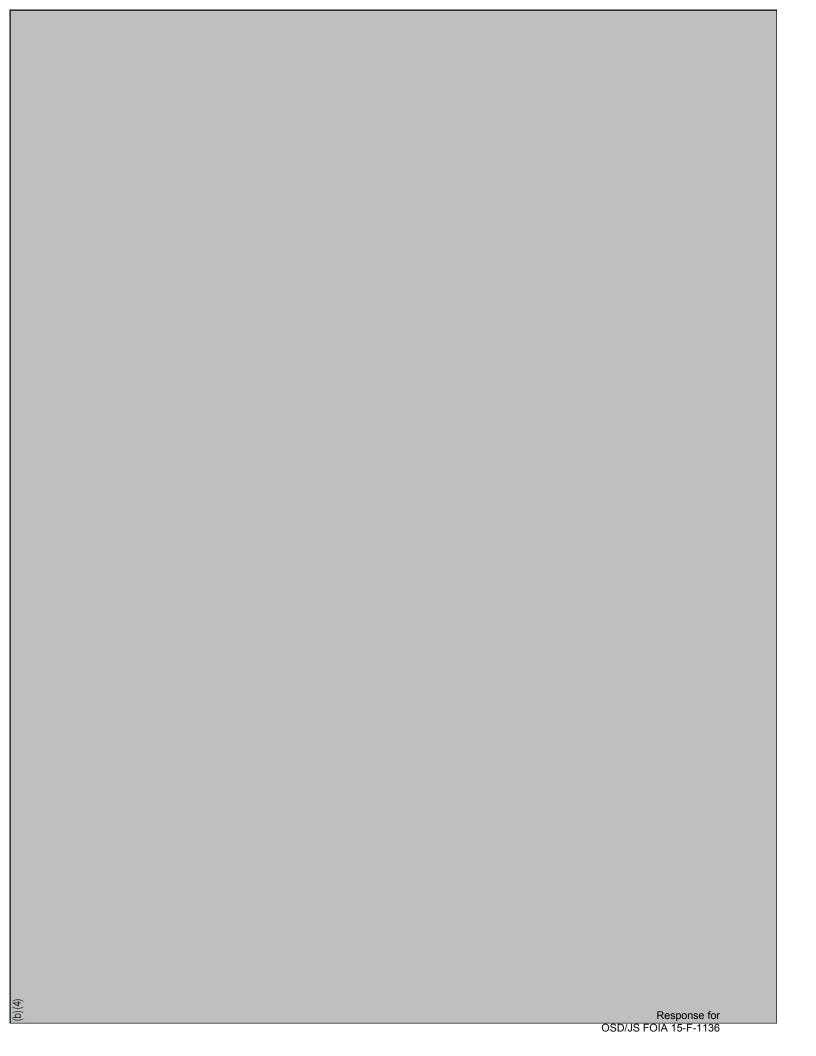












DEPARTMENT OF DEFENSE 1. CLEARANCE AND SAFEGUARDING								
CONTRACT SECURITY CLASSIFICATION SPECIFICATION  a FACILITY CLEARANCE REQUIRED TOP SECRET								
(7	(The requirements of the National Industrial Security Program Operating Manual (NISPOM) apply to all security aspects of this effort)  b. LEVEL OF SAFEGUARDING REQUIRED SECRET							
2. THIS	SPECIFICATION IS FOR (x and complete as applicable)				3. T	HIS SPECIFICATION IS: (x and complete as applicab	le)	
X	a. PRIME CONTRACT NUMBER HQ0147-10-D-0037				X	# PACK TO THE PACK TO THE PACK THE PACK TO	(YYYYMMD) 010/06	33.2 to
	b. SUBCONTRACT NUMBER					b. REVISED (Supersedes all previous specs) Revision No. Date	(YYYYMMD	DD)
	c. SOLICITATION OR OTHER NUMBER	Due Date (Y	YMMDE	0)		c. FINAL (Complete Item 5 in all cases) Date	(YYMMI	DD)
4 IST	HQ0147-09-R-0001 HIS A FOLLOW-ON CONTRACT?	YES X	NO	If Yes, complete the	followin			
4. 15 1	HIS A FOLLOW-ON CONTRACT?	YES X	NO.	if Yes, complete the	ioilowin	3.		
	Classified material received or generated under		(Pre	ceding Contract Numb	er) is tra	nsferred to this follow-on contract.		
5. IS T	HIS A FINAL DD FORM 254?	YES X	NO.	If Yes, complete the	following	3:		
In re	sponse to the contractor's request dated		etention of	of the identified classifi	ed mater	ial is authorized for the period of		
	NTRACTOR (Include Commercial and Government Entity (CAGE)	Code)						
a. LOCA	tech Services, Inc			b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zi Defense Security Service (IOFNW)	p Code)	
	artwell Ave., Third Floor					1 Tech Drive, Suite 330		
	gton, MA 02421			1KKR5		Andover, MA 01810-2452		
112/11/20	CONTRACTOR					New process (a) the same of th		
a. NAMI	E, ADDRESS, AND ZIP CODE			b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zi	p Code)	
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a. LOCA	TUAL PERFORMANCE			The GLEE CODE		COGNIZANT SECURITY OFFICE AL. ALL ALL	0.11	
a. LUCA	HON			b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zi	p Code)	
See C	Continuation							
9. GEN	NERAL IDENTIFICATION OF THIS PROCUREMENT							
Acqu	isition (Small Business Set-Aside)							
10. THI	S CONTRACT WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFOR	MING	THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
	munications Security (COMSEC) Information	X				fied Information Only At Another Contractor's Facility Or A	- 200	X
	*			Government A	ctivity	ggy printer a consequence of the consequence and the consequence of th		
b. Rest	ricted Data (RD)	X		b. Receive Classi	fied Doc	uments Only		X
c. Critic					enerate	Classified Material	X	
d. Formerly Restricted Data (FRD) X d.				d. Fabricate, Mod	ify, Or Si	tore Classified Hardware		X
				e. Perform, Servi	es Only			X
(1) 5	Sensitive Compartmented Information (SCI)	X				States (US) Classified Information Outside The US, Puerto And Trust Territories	X	
/AL 1	l 90	v					v	+
(2) 1	lon-SCI	X		The state of the s		The Services Of Defense Technical Information Center (DTIC)	X	
	Annual Information		v	TOTAL DESCRIPTION OF THE PROPERTY OF THE PROPE		stribution Center	v	$\vdash$
	ial Access Information	v	X	h. Require a CON			X	v
e/ (200)	n Atlantic Treaty Organization (NATO) INFORMATION	X		i. Have TEMPES	0 8 4 5 W	so mad deline particles with the	V	X
55 W.E-W	ign Government Information	X	v			ity (OPSEC) Requirements	X	-
	ed Dissemination Information	v	X		10 Use 1	The Defense Courier Service (DCS)	X	
	Official Use Only (FOUO) Information (Includes Term Controlled assified Information (CUI))	X		Other (Specify     Restrict	acces	ss to Contractor's Unclassified Local Area	X	
k. Othe	r (Specify)		X					1

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Previous editions are obsolete.

DD Form 254, December 1999

805/34

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be public release by appropriate US Government authority. Proposed public release shall be submitted for appro	released for public dissemination except as provided by the NISPOM or unless it has been approved for						
Direct X Through (Specify):	The second secon						
A							
Missile Defense Agency/Public Affairs (MDA/PA)							
7100 Defense Pentagon							
Washington, DC 20301-7100	(B.Mi. Afficial) Commission						
to the Directorate for Freedom of information and Security Review, Office of the Assistant Secretary of Defer *In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.	ise (Public Affairs)* for review.						
13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recomme furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified herein. Add additional pages as needed to provide complete guidance.)	ended changes; to challenge the guidance or the classification assigned to any information or material he official identified below. Pending final decision, the information involved shall be handled and fied effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced						
Forward a copy of any DSS letter that informs of any serious def Any incident of possible compromise will be reported to MDA/I							
Reference Item 8.a. (continued) Performance Location may in Security Office in all cases is MDA/DXSS)	include one or more of the following: (The Cognizant						
Missile Defense Agency, 7100 Defense Pentagon, Washington, Missile Defense Agency, Ft. Belvoir, VA 22060	DC 20301-7100						
Missile Defense Agency, Bldg 5222, Martin Road, Redstone Ars							
Missile Defense Agency, Operations Support Group, 386 10 <sup>th</sup> St							
Missile Defense Agency, 106 Wynn Drive, Room 1A2800, Hunt							
Missile Defense Agency, Bldg 7649, Redstone Arsenal, AL 35898  Missile Defense Agency, Bldg 663, 1st St. Et Greely, AK, 99731							
Missile Defense Agency, Bldg 663, 1 <sup>st</sup> St., Ft Greely, AK 99731  Missile Defense Integration and Operations Center, 720 Irwin Ave, Schriever AFB, Colorado Springs, CO 80912							
Airborne Laser, 3300 Target Road, Building 760, Kirtland AFB, NM 87117-6612							
Space Tracking and Surveillance System, 483 N. Aviation Blvd,							
Alaska Command, 10490 Mundy Avenue, Elmendorf AFB, AK							
Missile Defense Agency, Bldgs 4505 and 7649, Redstone Arsens							
Missile Defense Agency/Aegis BMD, 17211 Avenue D (Bldg 17	705) Dahlgren, VA 22448						
See Continuation Page	P						
See continuation 1 age	•						
14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to NISPOM requirement contractual clauses in the contract document itself, or provide an appropriate statement which identifies the add to the cognizant security office. Use item 13 if additional space is needed.)	nts, are established for this contract. (If Yes, identify the pertinent ditional requirements. Provide a copy of the requirements						
See Items 10.j, 11.j, and 11.l.							
15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security	ty office. (If Yes, explain and identify specific areas of elements carved X Yes No						
out and the activity responsible for inspections. Use Item 13 if additional space is needed.) MDA/DXSS reserves the right to conduct compliance inspection Only/Controlled Unclassified Information. See Block 13, Reference	ns for protection of For Official Use ce Items 10.e (1), 10.j, and 11.l.						
CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and ad effort. All questions shall be referred to the official named below.      TYPED NAME OF CERTIFYING OFFICIAL/APPROVAL OFFICIAL b. TITLE							
(b)(6) Director, Securit	ty and Program Protection c. TELEPHONE (Include Area Code) (b)(6)						
d. ADDRESS (Include Zip Code)  Missile Defense Agency (MDA/DYSS)	17. REQUIRED DISTRIBUTION  a. CONTRACTOR						
Missile Defense Agency (MDA/DXSS)	X a. CONTRACTOR b. SUBCONTRACTOR						
7100 Defense Pentagon							
Washington, DC 20301-7100	C. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR						
e. SIGNATURE (b)(6)	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION						
	X e. ADMINISTRATIVE CONTRACTING OFFICER						
	X f. OTHERS AS NECESSARY : MDA/DXSS						

**FOR OFFICIAL USE ONLY** 

DD Form 254 Reverse, December 1999 (Previous editions are obsolete)

# **SECURITY GUIDANCE (BLOCK 13) CONTINUATION:**

**Reference Item 10.a and 11.h:** Contractor shall comply with the requirements of DoD 5220.22-M and National Security Agency/Central Security Service (NSA/CSS) Policy Manual Number (No.) 3-16, Control of COMSEC Material, dated 5 August 2005.

Reference Items 10.b, c, & d: NISPOM, Chapter 9, Sections 1 & 2, requirements apply. The Department of Energy requires that if a contractor's access to RD/CNWDI/FRD data is for the additional purpose of reviewing, analyzing, and creating new RD/CNWDI/FRD products or material, then they must complete relevant training. As a minimum training requirement, MDA requires successful completion of the DOE Historical Records Restricted Data Reviewers Course. Additionally, personnel must be appointed in writing as a Classifier by an MDA RD/Alternate RD Official and have access to the Joint DOD/DOE Security Classification Guide CG-W-5. Processing or transmitting CNWDI is not authorized on a Local Area Network (LAN) without system being accredited for CNWDI by the Defense Security Service. Flow this requirement to subcontractors when applicable.

Reference Item 10.e (1): This contract requires access to SCI material. The contractor is not required to have an accredited SCIF but requires access to SCI at other locations. Additionally, the FSO will ensure that when a contractor with access to SCI is due for a Periodic Reinvestigation (PR), the Periodic Reinvestigation request is identified to be conducted to meet SCI standards. Written U.S. Government approval (the Special Security Branch) is required prior to imposing this requirement on a subcontractor. See attached SCI Supplement.

Reference Item 10.e (2): NISPOM requirements apply.

Reference Item 10.g: NISPOM requirements apply.

Reference Item 10.j: See For Official Use Only/Controlled Unclassified Information Supplement below. This requirement will be imposed on all subcontracts.

Reference Item 11.c: The following Security Classification Guides apply:

- 1. Ballistic Missile Defense System (BMDS) SCG, Current Version.
- 2. Other Security Classification Guides will be provided as required.

### Reference Item 11.f:

- 1. Contractor is not authorized to establish a contractor facility Outside the United States, Puerto Rico, US Possessions and Trust Territories as part of this contract.
- 2. Travel to such areas needing access to classified information requires that the contractor's security clearance information be included as part of the Country Clearance.

**Reference Item 11.g:** Contractor is authorized to use the services of DTIC or other secondary distribution center. The contractor and/or subcontractor will prepare the DD Form 1540 and DD Form 2345, if required, and submit to the contracting office.

**Reference Item 11.j:** This contract requires the application of OPSEC in Compliance with MDA O-5205.02-INS (MDA OPSEC Instruction) to either specific instruction of the Contracting Officer/Contract Technical Monitor, "H" Clause, or Department of Defense (DD) Form 1423, Contract Data Requirements List, DD Form 1664, Data Item Description.

1. The contractor supporting event-oriented activities will develop OPSEC Plans/Annexes when directed by the supported program, or comply with the program's OPSEC Plan/Annex.

2. Contractor personnel assigned will receive OPSEC Awareness Education and Duty-Related Training as deemed necessary by the Government or program supported. OPSEC Awareness Education and Training will be provided by or coordinated through government channels (for example, MDA, Interagency OPSEC Support Staff (IOSS), etc.) and OPSEC protective measures (countermeasures) will be applied as directed by government or program sponsors.

**Reference Item 11.k:** The Contractor is authorized to use the Defense Courier Service. Request services from the Commander, DCS, ATTN: Operations Division, Fort George G. Meade, MD 29755-5370.

### Reference Item 11.1:

### 1. Contractor's Unclassified LAN

- a. The contractor shall submit to, and obtain approval of the Program supported for its procedures for protecting FOUO/CUI from unauthorized access from both internal and external sources prior to placing FOUO/CUI on the contractor's unclassified LAN. Use Office of Management and Budget (OMB) Circular A-130, Revised, Management of Federal Information Resources, November 30, 2000 and DoD Directive 8100.2, "Use of Commercial Wireless Devices, Services, and Technologies in the Department of Defense (DoD) Global Information Grid (GIG)," April 14, 2004 as guidance documents.
- b. LAN access to Controlled Unclassified Information, which includes FOUO/CUI (access qualifies as an Automated Data Processing/Information Technology (ADP/IT)-III Position requirement), must be limited to U.S. Persons (precludes access by individuals claiming dual citizenship without MDA/DXSS permission) that have a minimum interim SECRET level clearance; or have been the subject of a favorably completed National Agency Check (NAC) or a more stringent personnel security investigation (access pending completion of NAC and final clearance determination is subject to approval by MDA/DXSS); or contractor equivalent.
- (1) <u>Contractor Equivalent</u>: Contractor equivalent includes various background checks such as those performed by employers during hiring process. Minimum checks shall include Citizenship, Personal Identification (Social Security Number), Criminal, and Credit. **This option is subject to MDA/DXSS approval**.
- (2) ADP/IT-III Requirement: ADP/IT-III positions are located at the contractor's facility. Only electronic SF-85Ps can now be submitted. The contractor shall contact (b)(6) MDA/DXSS(Z) (b)(6) providing information requested by him. (b)(6) will electronically notify the individual when they may enter e-QIP through the OPM portal. The individual will then enter information to complete the SF 85P, Questionnaire for positions of Public Trust, electronically. It will be necessary to mail 2 DD Forms 258 (Fingerprint Cards), through the CLIN Contracting Officer's Technical Representative, to: MDA/DXSS; Special Security, 7100 Defense Pentagon, Washington, D.C. 20301-7100.
- c. See the "For Official Use Only/Controlled Unclassified Information Supplement" below for additional guidance on handling that information.
- 2. Publicly Accessible Internet Websites:

Contractors and subcontractor must receive written official public release approval for MDA/BMDS information from MD/PA before that information is uploaded onto any respective computer system that provides public access via an Internet website.

### Reference Item 12:

- 1. Proposed public disclosure of unclassified information relating to work under this contract shall be coordinated through the Organizational OPSEC Coordinator, to the MDA CLIN COTR/Task Manager for submission to MDA Public Affairs (MDA/PA) for public release processing. ONLY information that has been favorably reviewed and authorized by the MDA Public Affairs Directorate (MDA/PA) may be disclosed. Information developed after initial approval for public release must be submitted for review and processing.
- 2. Contemplated visits by public media representatives in reference to this contract shall receive prior approval from the MDA CLIN COTR and from MDA/PA.
- 3. Critical technology subject to the provisions of DoD Directives 5230.24, "Distribution Statements on Technical Documents," and 5230.25, "Withholding of Unclassified Technical Data from Public Disclosure," shall be reviewed in accordance with established directives.
- 4. A request from a foreign government, or representative thereof, including foreign contractors, for classified and/or unclassified information in reference to this contract shall be forwarded to the MDA Security and Program Protection Division (MDA/DXSS) for review and appropriate action.

MDA SCI Supplement (Item 10.e (1)) for DD Form 254:
This supplement applies to Prime Contract Number: <u>HQ0147-10-D-0037</u>
Delivery/Task Order Number Task Order Expiration date: (Do not include option years until option is exercised.)
A. The following controls will apply to SCI provided under this contract:
1. DoD 5105.21-M-1, "Sensitive Compartmented Information Administrative manual," DCIDs 6/1, "Security Policy for SCI," 6/4, "Personnel Security Standards and Procedures Governing Eligibility for access to SCI," and 6/9, "Physical Security for SCIFs," DoD Regulation 5200.1-R, "Information Security Program Regulation," and MDA SCI Handbook provide the necessary guidance for physical, personnel, and information security measures, to include proper marking requirements, and is part of the SCI security specifications for the contract. NOTE: CSSO/FSO are required to process all SCI administration requirements for all MDA SCI contract efforts per the MDA SCI Handbook. The Handbook can be obtained by contacting MDA/DXSS(Z).
2. Inquiries pertaining to classification guidance will be directed to the responsible MDA contracting officer's technical representative (COTR). The name/phone number for the MDA CLIN COTR is:  (b)(6)
(Additionally, identify the Company Security POC (FSO/CSSO) & phone number and email address at the contractor's/subcontractor's location):
3. All SCI furnished to the contractor in support of this contract/delivery/task order remains the property of the Department of Defense, or the agency or command that releases it. Upon completion of the contract, SCI furnished to the prime contractor will be returned to MDA or destroyed as directed by the MDA CLIN COTR. NOTE: Prime contractor and subcontractor company security officers who destroy derivative or MDA generated SCI material will be required to provide a copy of the destruction certificate to the MDA CLIN COTR.
4. The contract/delivery/task order requires the following SCI access(es): (CLIN COTR is required to mark with an "X" the SCI accesses needed to effectively fulfill the SCI contractual obligation) SI_X, TK_X,G,HCS Contact MDA SSCO for additional accesses. Access will be granted by the government agency. Upon completion or cancellation of the contract the MDA CLIN COTR will provide a by name list of all contractors required to be debriefed from SCI to the MDA SSCO before contract close-out. All debriefed contractors will be removed from MDA SCI billets immediately by the SSCO once they have been debriefed. This contract requires _TBD SCI billets.
5. Contractor personnel requiring access to SCI and justification for MDA SCI billets will be initiated by the company's security officer with validation by the CLIN COTR per the guidelines in the MDA SCI Administration Handbook enclosure found below. Company security officers are required to obtain a copy of the MDA SCI Handbook by contacting the MDA/DXSS(Z). NOTE: CSSO/FSO should only submit contractors employees who have a completed in scope (within the last 5 years) Single Scope

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6. The CSSO/FSO shall advise the MDA SSCO, through the contracting officer's representative, upon

reassignment of personnel to other duties not associated with this contract. NOTE: Individual contractors who no longer support a MDA SCI contract will be subject to a debrief from SCI access immediately. Company security officers are required to coordinate with the MDA SSCO to get their

Background Investigation (SSBI) for SCI access.

individual contractors debriefed.

- 7. The CSSO must coordinate with the MDA CLIN COTR prior to subcontracting any portion of the SCI efforts involved in their MDA SCI prime contract. A separate DD Form 254, utilizing this SCI Supplement, for the subcontractor will be processed and a copy provided to MDA SSCO and DIA SSO. NOTE: The SSCO will not provide any SCI administration support to prime contractors or subcontractors who do not have a signed active DD 254 for an MDA SCI contract.
- 8. The contractor shall not use references to SCI accesses, even by unclassified acronyms, in advertising, promotional efforts, or recruitment of employees.
- 9. All SCI work will be performed in a DIA accredited MDA SCIF unless otherwise authorized. Is there a SCIF required for this contract? \_\_\_\_\_\_Yes or \_\_\_X\_\_\_No (CLIN COTR required to mark and "X" in the appropriate space).
- 10. AIS SCI Processing. Electronic processing of SCI requires accreditation of the equipment in accordance with DCID 6/3 and DIAM 50-4.
- 11. Visit Cert. The contractor FSO/CSSO will submit the request for SCI visit certifications per guidelines of the MDA SCI Handbook through the CLIN COTR for approval of the visit. The certification request must arrive at MDA/DXSS(Z) at least five (5) working days prior to the visit.
- The contractor will not reproduce any SCI related material without prior written permission of the CLIN COTR.
- 13. MDA has exclusive security oversight for all SCI released to the contractor or developed under this contract. Defense Intelligence Agency (DIA) is the cognizant security authority for all inspections of MDA sponsored contractor SCIF to ensure compliance with SCI Directives/Regulations. MDA/DXSS(Z) will conduct self-inspections of MDA-sponsored SCIFs.
- B. The Missile Defense Agency is designated as the User Agency for SCI requirements.

Print name of MDA SSCO: (b)(6) (b)(6)		
MDA SSCO Signature:	Date:	
Phone: (b)(6)	<b>-</b>	
Print name of CLIN COTR/Directorate	designation: (b)(6)	
(b)(6)		
CLIN COTR Signature:		
Phone: (b)(6)		

(To be used by MDA affiliated CSSO/FSO in submitting contractors for SCI access)
(Put the template below on company letterhead)

MEMORANDUM FOR DEFENSE INTELLIGENCE AGENCY

Date

THROUGH CHIEF, SPECIAL SECURITY, MDA

SUBJECT: MDA Contractor SCI Access Nomination Request

Request the below named individual be nominated for SCI access.

- a. Name:
- b. Aliases:
- c. SSN:
- d. DOB/POB:
- e. Current Investigation/Type/Date:
- f. Citizenship:
- g. Position Title:
- h. CLIN COTR's Name, Grade, Organization, and Telephone Number:
- i. MDA SCI Contract Number:
- j. Contract Services Start and Expiration Date:
- k. Location of Facilities Where Work is to be Performed:
- 1. Access required: (Fill in SCI compartments required, i.e. SI/TK, G, HCS)
- m. Justification: (Separate justification for each SCI compartment is required, why the job cannot be performed without access to SCI, and how the individual will use the information. This is mandatory)

SI / TK: G: (If required) If you are requesting (HCS) access, you will have to complete a separate memo (same format) to request HCS access with a strong justification. The justification must indicate/certify a definite work-related Need-to-Know. (SEE ATTACHED MEMO)

Signature Block for MDA CLIN COTR

CSSO/FSO Signature Block

(Both Prime and Sub CSSO/FSO must sign if the individual supports a subcontract)

NOTE: Submit this signed letter with a copy of the candidate's SF 86 with minimal pen and ink updates (initialed and dated), originally re-signed and re-dated within 60 days, a copy of the contract's DD Form 254 (both sub and prime as applicable), and Appendix 4, Attachment 12 for candidates with foreign national immediate family members (Mother, Father, Brother, Sister, Spouse, Children, Mother In-Law, Father In-Law) as a part of the complete SCI Access/Billet (Nomination) Request package to MDA/DOSS(Z).

### FOR OFFICIAL USE ONLY/CONTROLLED UNCLASSIFIED INFORMATION SUPPLEMENT

### 1. Definitions.

- a. <u>Controlled Unclassified Information (CUI)</u>. Unclassified information which requires access and distribution limitations prior to appropriate coordination and an official determination by cognizant authority approving clearance of the information for release to one or more foreign governments or international organizations, or for official public release. Per DoD 5200.1-R it includes the following types of information: "For Official Use Only" (FOUO) in accordance with DoD 5400.7-R; "Sensitive But Unclassified" (State Department information); "DEA Sensitive Information" (Drug Enforcement Agency information); "DoD Unclassified Controlled Nuclear Information"; "Sensitive Information" as defined in the Computer Security Act of 1987; and information contained in technical documents (i.e., Technical Data) as discussed in DoD 5230.24, 5230.25, International Traffic in Arms Regulation (ITAR), and the Export Administration Regulations (EAR).
- b. <u>Dual Citizenship</u>. A dual citizen is a citizen of two nations. For the purposes of this document, an individual must have taken an action to obtain or retain dual citizenship. Citizenship gained as a result of birth to non-U.S. parents or by birth in a foreign country to U.S. parents thus entitling the individual to become a citizen of another nation does not meet the criteria of this document unless the individual has taken action to claim and to retain such citizenship.
- c. <u>For Official Use Only (FOUO)</u>. FOUO is information that may be withheld from public disclosure under one or more of the 9 exemptions of the Freedom of Information Act (FOIA) (See DOD 5400.7-R). FOUO is not a form of classification to protect U.S. national security interests.
- d. National of the United States. Title 8, U.S.C. Section 1101(a)(22), defines a National of the United States as:
  - (1) A citizen of the United States, or,
- (2) A person who, though not a citizen of the United States, owes permanent allegiance to the United States.
- NOTE: 8 U.S.C. Section 1401, paragraphs (a) through (g), lists categories of persons born in and outside the United States or its possessions that may qualify as Nationals and Citizens of the United States. This subsection should be consulted when doubt exists as to whether or not a person can qualify as a National of the United States.
- e. <u>Personal Information</u>. Information about an individual that is intimate or private to the individual, as distinguished from information related to the individual's official functions or public life.
  - g. Privacy Act. The Privacy Act of 1974, as amended, 5 U.S.C. Section 552a.
- f. <u>U.S. Person</u>. Any form of business enterprise or entity organized, chartered, or incorporated under the laws of the United States or its possessions and trust territories and any person who is a citizen or national (see National of the United States) of the United States, or permanent resident of the United States under the Immigration and Nationality Act.

# 2. General.

a. The FOIA requires U.S. Government offices to disclose to any requestor information resident in U.S. Government files unless the information falls under one of 9 exemption categories. CUI and other information may fall in this category. Such information may be marked as "For Official Use Only."

b. FOUO/CUI in the hands of contractors may not be released to the public by the contractor unless (a) the Contracting Officer's Technical Representative (COTR) concurs and (b) written approval has been provided by MDA/Public Affairs (PA). Note: MDA/PA coordinates public release requests with MDA Security and Program Protection (DXSS).

### c. Access.

- (1) Access to FOUO/CUI must be limited to U.S. Persons (precludes access by individuals claiming dual citizenship without MDA/DXSS permission) unless the access is authorized by MDA/DXSS or, in the case of technical data as defined by the ITAR, the access is covered by a Technical Assistance Agreement or other form of duly licensed export. This requirement does not apply to use of commercial off the shelf (COTS) equipment and services that do not have export limitations.
- (2) Non-Sensitive Positions (ADP/IT-III positions). Non-sensitive positions associated with FOUO/CUI are found at contractor facilities processing such information on their (contractor's) unclassified computer systems. Personnel nominated to occupy ADP/IT-III designated positions (applies to any individual that may have access to MDA FOUO/CUI on the contractor's computer system) must have at least a National Agency Check (NAC) or contractor equivalent (company hiring practices reviewed and approved by MDA/DXSS). When "contractor equivalent" option is NOT authorized and there is no record of a valid investigation, the contractor shall contact (b)(6) MDA/DXSS(Z) (b)(6) providing information requested by him (b)(6) will electronically notify the individual when they may enter e-QIP through the OPM portal. The individual will then enter information to complete the SF 85P, Questionnaire for Positions of Public Trust, electronically. It will be necessary to mail 2 DD Forms 258 (Fingerprint Cards), through the Contracting Officer's Representative, to: MDA/DXSS; Special Security, 7100 Defense Pentagon, Washington, D.C. 20301-7100.
- d. Impact of 9/11/01. Listings and locations of critical infrastructure, lists of individuals, information on security systems, and other information that may allow terrorists to target a facility have taken on greater significance. This type information is now protected as FOUO or, in many cases, is being classified.

### 3. Identification Markings.

Within the Department of Defense CUI shall be marked as FOR OFFICIAL USE ONLY or with a DISTRIBUTION STATEMENT, to include the appropriate WARNING for ITAR or the EAR.

- a. An unclassified document that qualifies for FOUO marking, when marked, shall be marked "For Official Use Only" at the bottom of the page on the outside of the front cover (if any), on the first page, on each page containing FOUO information, on the back page and on the outside of the back cover (if any), centered at the bottom of the page. For convenience, all pages, even those that do not contain FOUO information, may be marked "For Official Use Only" in documents generated by an automated system.
- b. Individual pages within a classified document that contain both FOUO and classified information shall be marked at the top and bottom with the highest security classification of information appearing on the page. Individual pages containing FOUO information but no classified information <a href="mailto:shall">shall</a> be marked "For Official Use Only" at the top and bottom of the page (unless all pages are being marked with the highest overall security classification level).
- c. All declassified MDA information is "unclassified official government information" and requires official MDA Security and Policy Review prior to official public release.

d. E-mails and other electronic files shall be marked in the same fashion as described for documents above, to the maximum extent possible.

# 4. Handling.

- a. During any temporary sojourn of U.S. Government Unclassified information outside of the contractor controlled work space (residence, telework facility, hotel), the material must be stored in a locked room, drawer, filing cabinet, briefcase, or other storage device, so that access to the material by unauthorized individuals (i.e., family members, hotel staff, etc.) is prevented whenever untended by the contract employee.
- (1) Long term task driven deadlines (in excess of five days) or the need to be able to perform official work while in an extended travel status on contract-driven business, require extended access to MDA Unclassified information outside of "official" work spaces. When that happens, employees may request written approval from their supervisors to possess, work on, and store MDA Unclassified information in non-contractor facilities for a period of not more than thirty calendar days.
- (2) Requests for extended possession, use, and storage of U.S. Government Unclassified information outside of "official" work spaces (periods in excess of 30 days) shall take the form of a Memorandum For Record (MFR) prepared by the employee which specifies the body of information to be removed by listing the: title or subject matter; Program, Project, or Task being supported; general volume and format of the information concerned; and projected date of return. Additionally, the MFR shall contain a signature block for the supervisor to sign and date when approval is granted.
- (3) The availability of supervisory copies of MFRs as described in this section may be an inspection item during Security Program Reviews conducted by the MDA/DXSS staff.
- (4) The affected employee shall keep the originally signed MFR in validation of authorization granted for the agreed term of use. The supervisor shall maintain a copy of the MFR with employee records for the same term.
- (5) Requested extensions of supervisory authorization for employee possession, use, and storage of MDA Unclassified information outside of "official" work spaces may be granted in incremental blocks of 30 days each so long as the work-related requirement continues.
- (6) All affected employees authorized to possess, use, and store U.S. Government Unclassified information outside of "official" work spaces must return all U.S. Government Unclassified information to contractor control upon "task" completion. When such a return has been completed, the supervisor shall annotate the date that all items were returned. The supervisor's copy shall be retained for a period of time, not to exceed one year.
- b. The above excludes unclassified information of an administrative nature including necessary personnel recall rosters and official telephone lists which are needed by supervisors and employees to assure the physical security, safety, health, and general psychological well-being of the contractor work force.

# 5. Transmission/Dissemination/Reproduction.

a. Subject to compliance with official distribution statements, FOUO markings (e.g., Export Control, Proprietary Data) and/or Non-Disclosure Agreements which may apply to individual items in question; authorized contractors, consultants and grantees may transmit/disseminate FOUO/CUI information to each other, other DoD contractors and DoD officials who have a legitimate need to know in connection with any DoD authorized contract, solicitation, program or activity. The government Procuring Contracting Officer (PCO) will confirm with the Contracting Officer's Representative or Task Order

Monitor "legitimate need to know" when required. The MDA Chief Information Officer (CIO) has determined that encryption of external data transmissions of FOUO/CUI are now practical. The CIO has stated that Public Key Infrastructure (PKI) and Public Key (PK) enabling technologies are available and cost effective. The following general guidelines apply:

(1) In accordance with DoD 5200.1-R, Appendix III, external electronic data transmissions of CUI/FOUO shall be only over secure communications means approved for transmission of such information whenever practical. Encryption of e-mail to satisfy this requirement shall be in accordance with MDA Directive 8190.01, Electronic Collaboration with Commercial, Educational, and Industrial Partners, May 12, 2009, being accomplished by use of DoD approved Public Key Infrastructure Certification available from: <a href="http://iase.disa.mil/pki/eca/certificate.html">http://iase.disa.mil/pki/eca/certificate.html</a> or by the company's participation in the "Federal Bridge. The MDA Information Management & Technical Operations Directorate 9MDA/DXC) PKI Common Access Card (CAC) point of Contact is, (b)(6)

(2) In accordance with DoD 5200.1-R, Appendix III, external electronic transmissions of FOUO/CUI via voice, facsimile, or video teleconference shall be only over secure communications means approved for transmission of information wherever practical. Transmitting FOUO/CUI via these means, without encryption requires prior written authorization by MDA/DXC - Chief Information Officer (CIO).

b. Failure of the contractor to encrypt FOUO/CUI introduces significant risks to the BMDS mission. It is essential for the contractor to understand the risks and mitigation options that are available. The contractor must understand that failure to encrypt FOUO/CUI carries with it certain risks to the mission. These risks can be mitigated with the thoughtful application of processes, procedures, and technology.

# (1) Risks Include:

- Undermining our OPSEC efforts at a time that we begin to focus on implementing missile defense plans in Europe.
- The aggregation of FOUO/CUI can communicate events and plans that may be classified (i.e., "classification by compilation").
- Not properly encrypting contributes to a lax security environment.

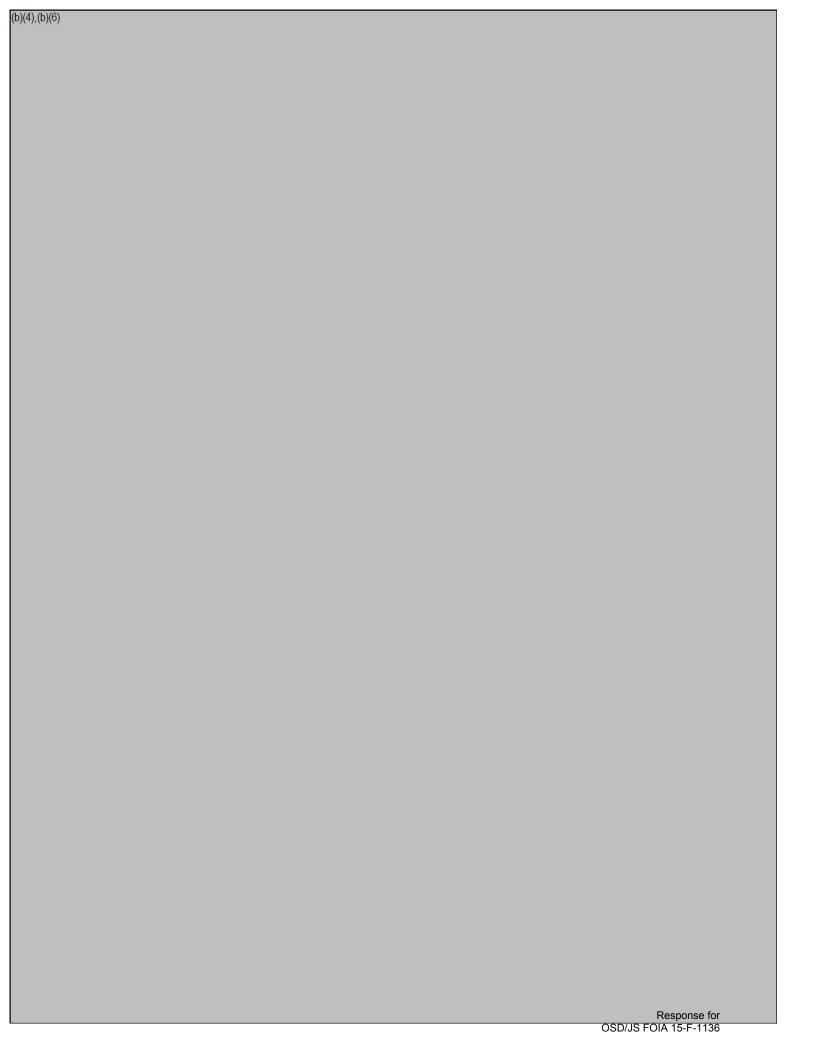
### (2) Some of the available mitigation tools include:

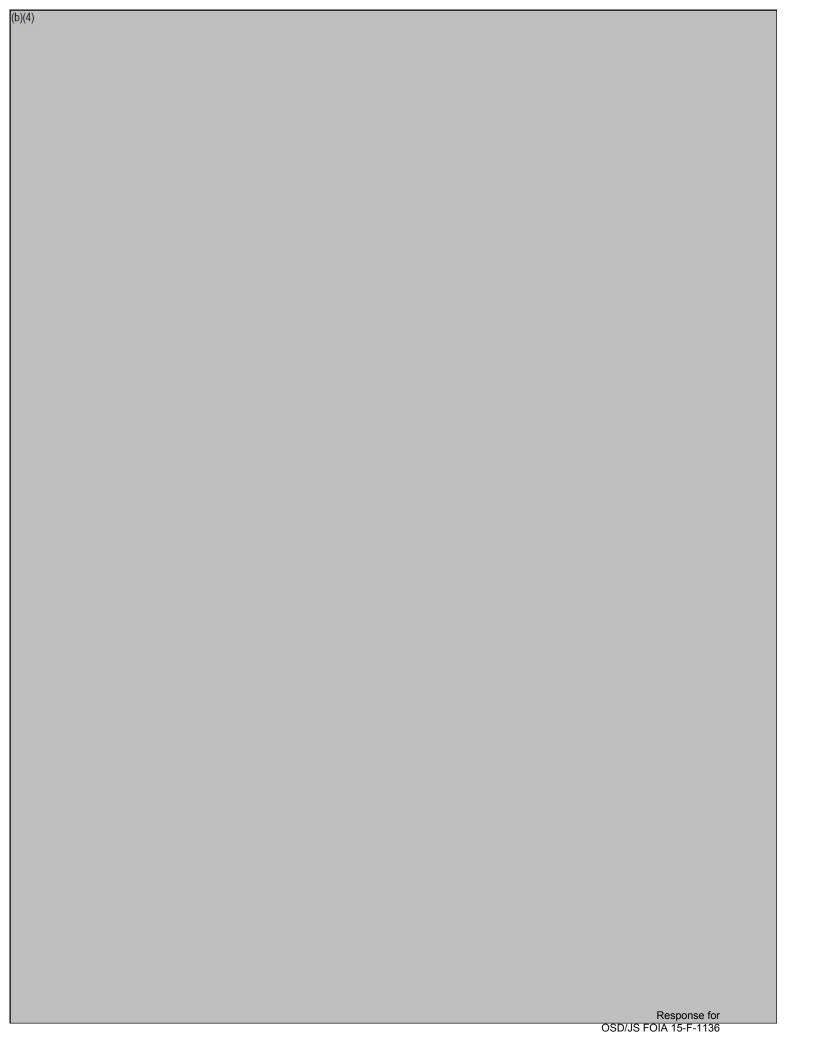
- Approved DOD PKI/CAC hardware token certificates or DOD trusted software certificates for encrypting data in transport
- Industry best practice of Virtual Private Network (VPN) Internet Protocol Security (IPSEC) for intra-organization transport
- Industry best practice of Secure Sockets Layer Portal Web Services for document sharing and storage
- Approved DOD standard solutions for encrypting data at rest
- Approved DOD E-Collaboration services via MDA Portal or Defense Information Systems Agency (DISA) Network Centric Enterprise Services (NCES)
- Any FIPS 140-2 validated encryption [e.g., IPSEC, Secure Socket Layer/Transport Layer Security (SSL/TLS), Secure/Multipurpose Internet Mail Extensions (S/MIME)
- Procure and employ Secure Telephone Unit/Secure Telephone Equipment (STU/STE)
- Procure and employ secure facsimile (FAX) capability
- Utilize secure VTC capabilities
- Hand-carry FOUO/CUI
- Utilize mailing through U.S. Postal Service
- Utilize overnight express mail services.

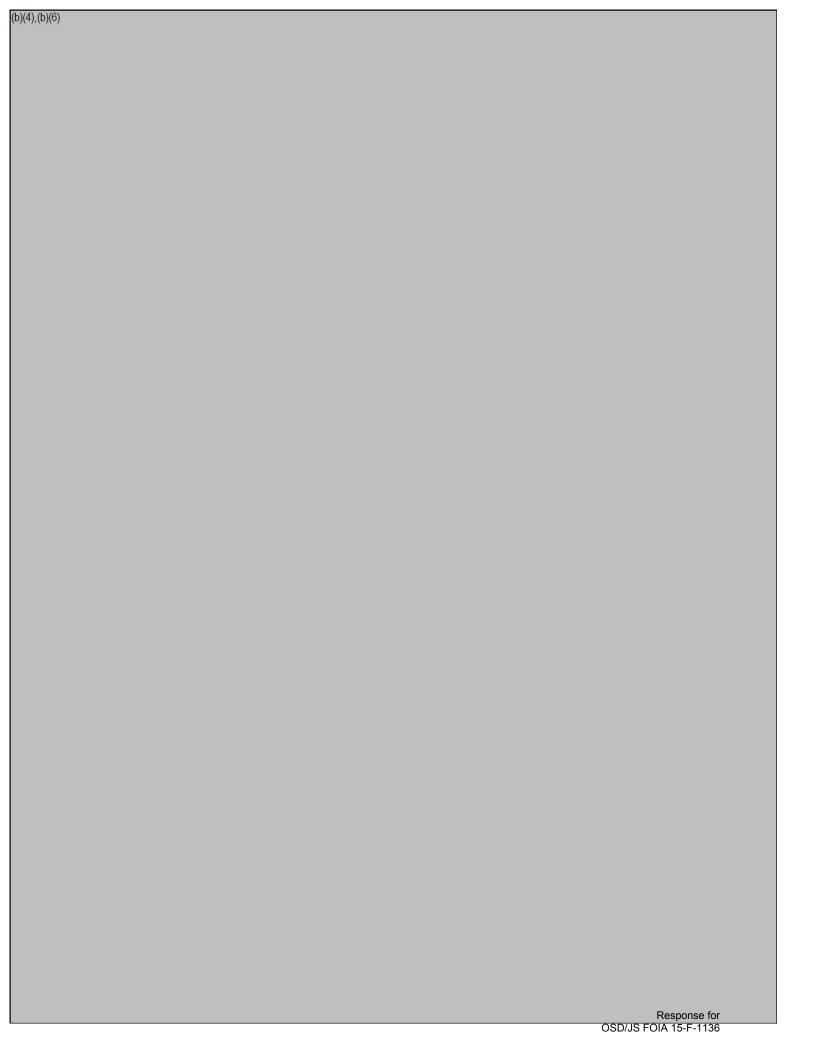
- c. The MDA CIO has taken the position that encryption technologies are readily available, easy to obtain, inexpensive, and practical to implement. Therefore, if the contractor believes there are performance locations identified that cannot encrypt FOUO/CUI, the contractor will provide within 120 days of contract signing, a list of those locations along with explanation as to why encryption is not practical. This list will be provided to the Procuring Contracting Officer (PCO) and Contracting Officer's Representative for transmission to MDA/DXC (CIO) and MDA/DXSS. The MDA CIO will determine the acceptability of contractor submissions and will notify the PCO of any decisions regarding encryption.
- d. FOUO/CUI shall be processed and stored internally on Automated Information Systems (AIS) or networks 1) when distribution is to an authorized recipient and 2) if the receiving system is protected by either physical isolation or a password protection system. Holders shall not use general, broadcast, or universal e-mail addresses to distribute FOUO/CUI. Discretionary access control measures may be used to preclude access to FOUO/CUI files by users who are authorized system users, but who are not authorized access to FOUO/CUI. External transmission of FOUO/CUI shall be secured using NIST-validated encryption.
- e. The World Wide Web shall be equated with "Public Access." Information must be reviewed by MDA/PA and officially approved for public release before it is placed on publicly-accessible Web pages or electronic bulletin boards. Contractor personnel who maintain and post information on websites or web logs (BLOGS), and who provide OPSEC reviews of such, should receive OPSEC Awareness information that specifically addresses DoD guidance associated with these activities.
  - f. Do not mark shipping containers as containing CUI or FOUO.
- g. Reproduction of FOUO/CUI may be accomplished on unclassified copiers within designated government or contractor reproduction areas.
- 6. <u>Storage</u>. During working hours, FOUO/CUI shall be stored in a manner that limits access by persons who do not have an official need for the information. During non-working hours and when internal building security is provided, FOUO/CUI may be filed with other unclassified records in unlocked files or desks. When there is no internal building security, locked buildings or rooms provide adequate afterhours protection, or the material can be stored in locked receptacles such as cabinets, desks, or bookcases.

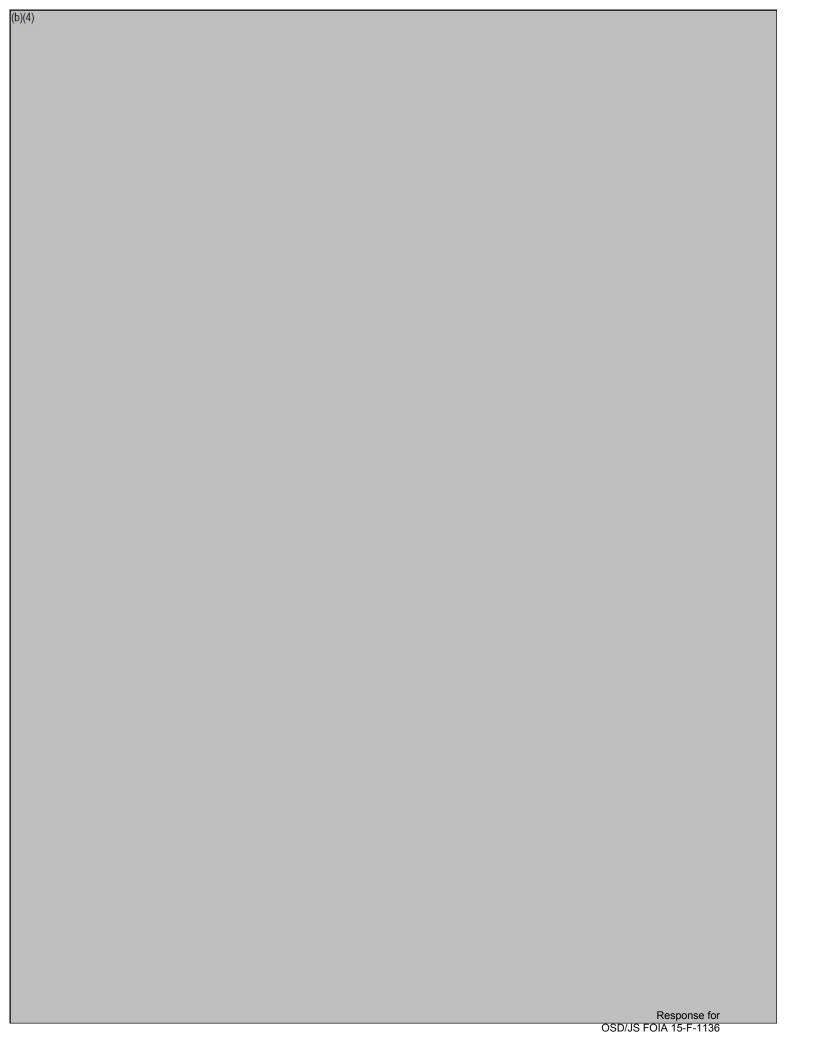
### 7. Disposition.

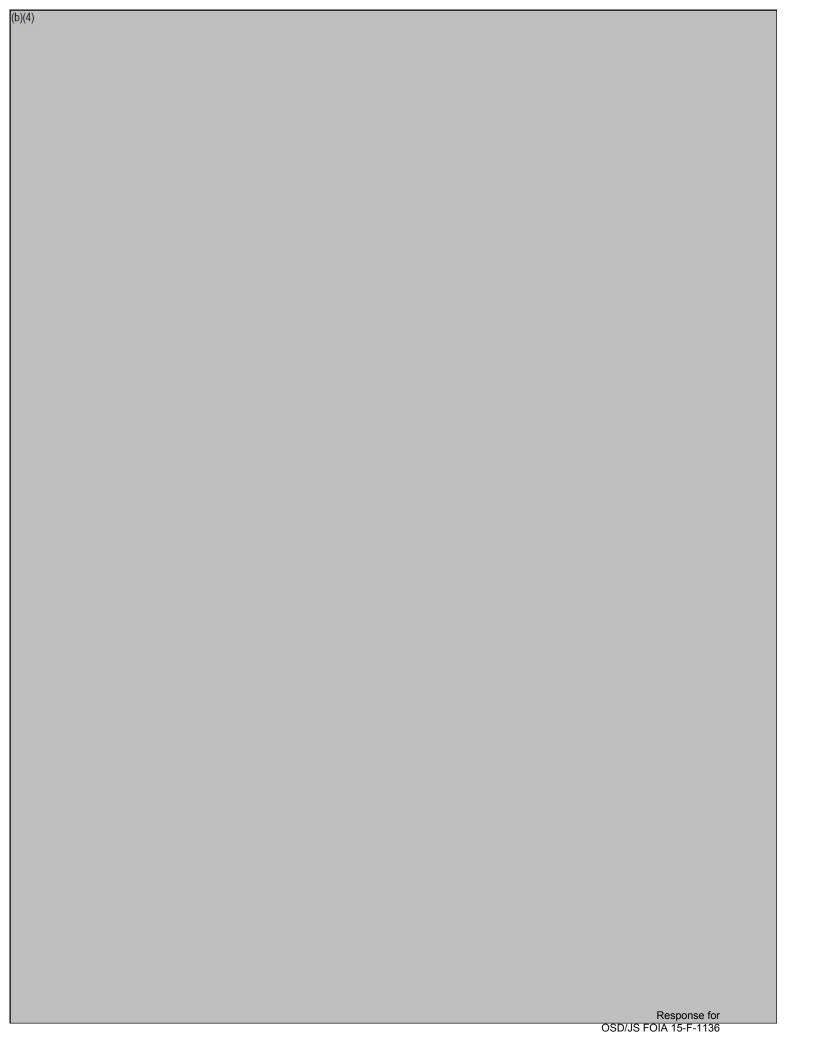
- a. When no longer needed, FOUO/CUI shall be disposed of in the same manner as classified waste, or in a manner that will preclude reconstruction. To use the "preclude reconstruction" option, the following minimum standard must be met:
  - (1) Cross-cut shredder with a maximum width of 1/4" and a maximum length of 1.5", or
  - (2) Strip shredder (or tearing/cutting) with a maximum width of 1/4".
- b. Removal of the FOUO/CUI status can only be accomplished by the government originator. The MDA CLIN COTR shall review and/or coordinate with proper authority the removal of FOUO/CUI status for information in support of contract activity.

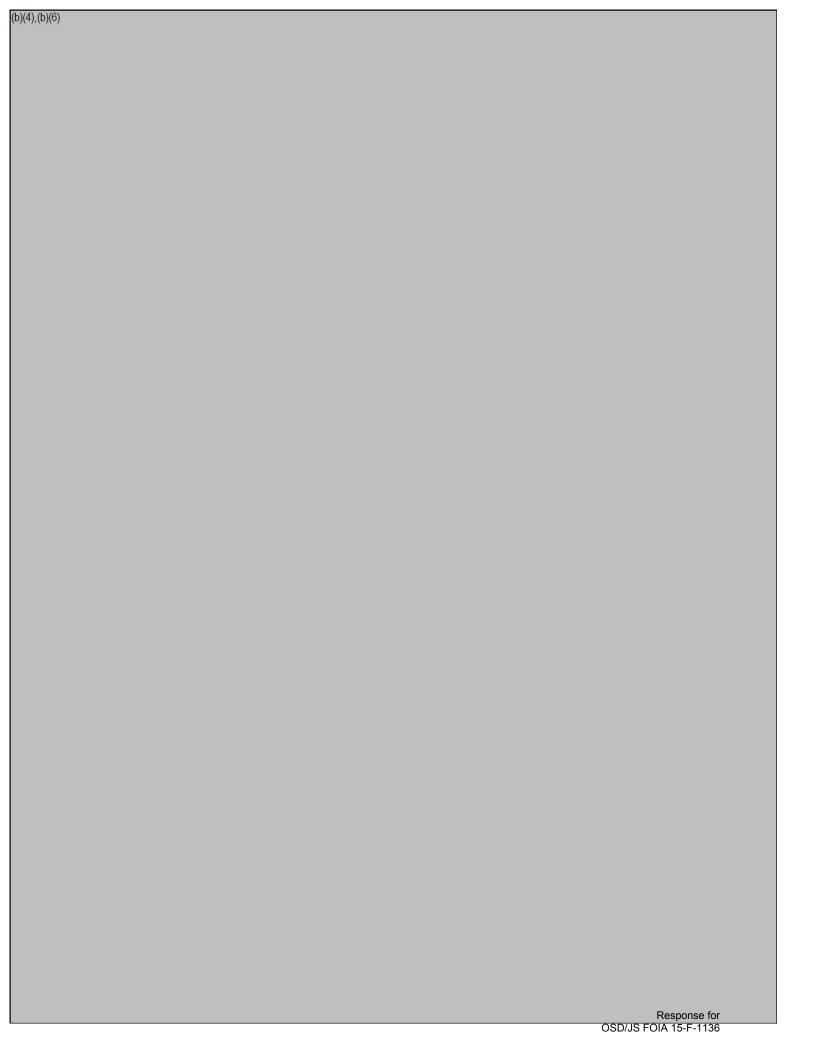


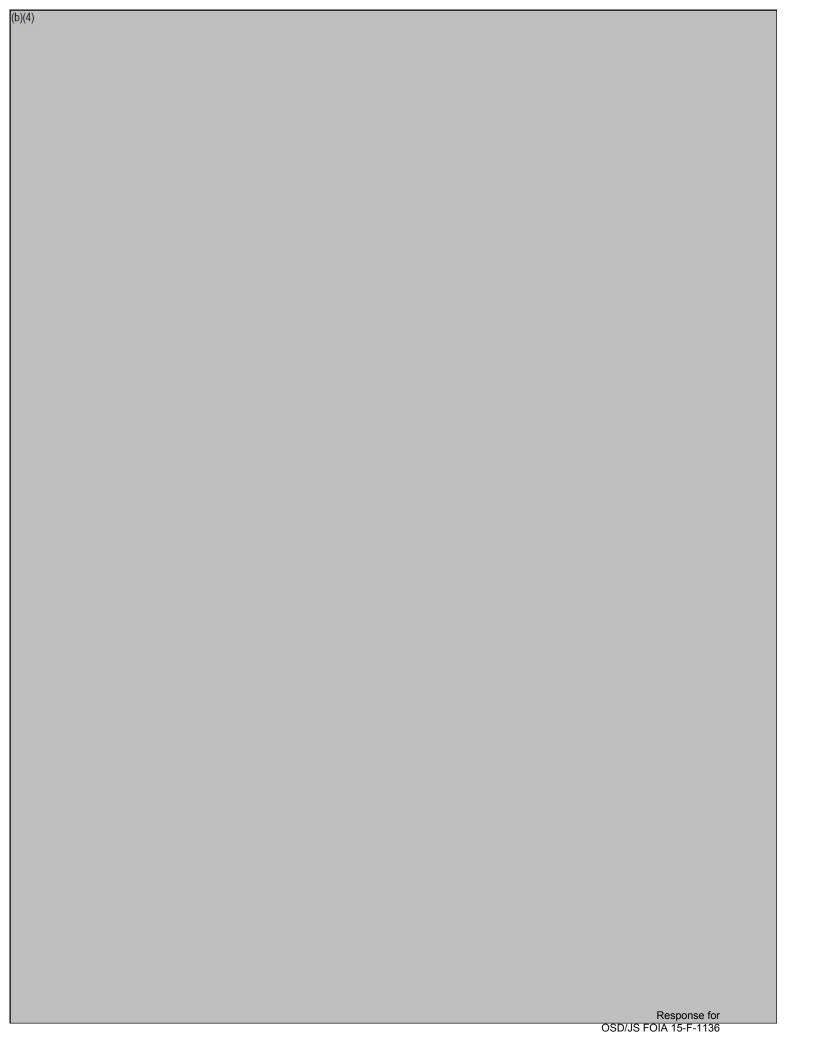


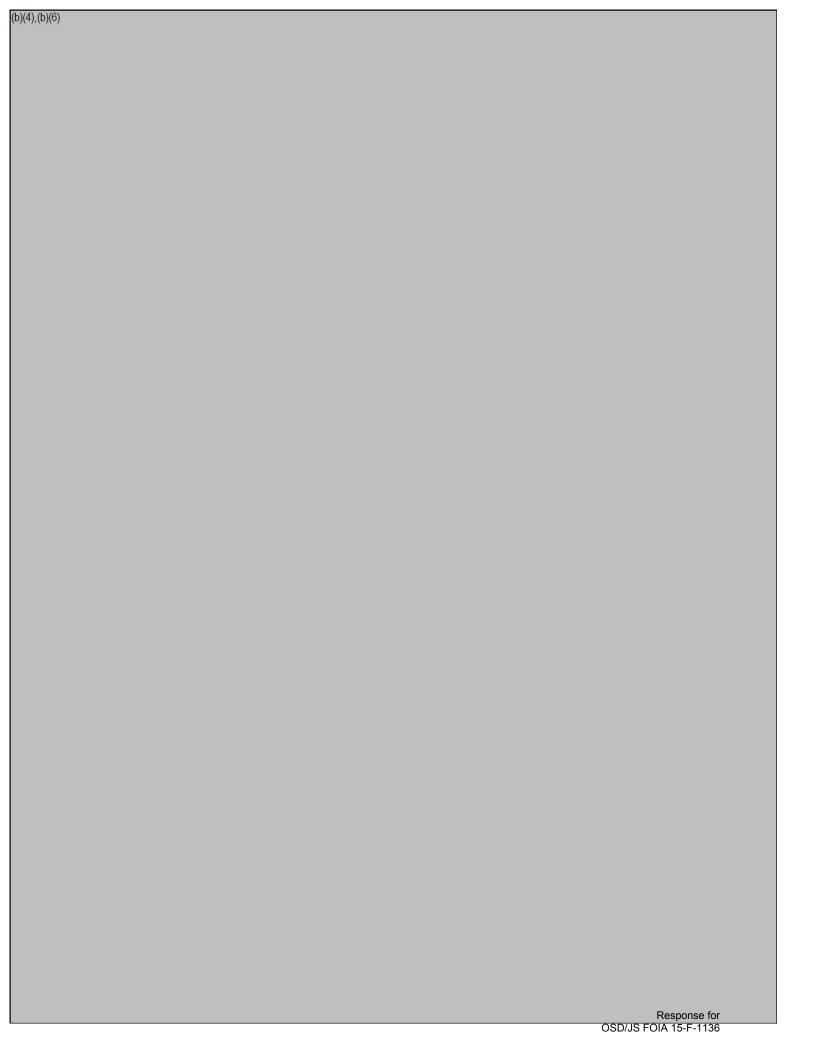












Date: March 27, 2013

## MiDAESS Task Order Performance Work Statement (PWS) Acquisition Executive Support/DA-02-13 Revision #9 22 April 2015

### 1. Administrative Information

- 1.1. Full and Open (F&O) or Small Business Set Aside (SBSA): SBSA
- 1.2. Functional Capability Group # 2: Acquisition Support
- 1.3. Functional Area: Acquisition (DA)
- 1.4. CLIN: Per the task order
- 1.5. Task Order Title/No.: Acquisition Executive Support/DA-02-13
- 1.6. Period of Performance: Per the task order
- 1.7. Basic Contract PWS Reference: Paragraph 3.1.1

### 2. Top Level Functional Requirements/Scope

### 2.1. Purpose

To provide support for acquisition assessment, oversight, documentation, and assistance throughout the Missile Defense Agency (MDA) with effective Ballistic Missile Defense System (BMDS) development and deployment through all phases of the acquisition cycle.

This support is required for the Acquisition Directorate (DA) and covers geographically dispersed locations identified in this Performance Work Statement (PWS): National Capital Region, VA (NCR) and Huntsville, AL (HSV).

The requirements in this task order include support for these Acquisition Executive functional management responsibilities:

- a. Providing acquisition assessment, oversight, documentation, and assistance throughout the Agency.
- b. Developing and/or updating policies, plans, processes, procedures, and guidance for MDA acquisitions.
- c. Providing subject matter expert (SME) acquisition support to Program Executive organizations; programs; and other functional offices for execution of policy and processes in the MDA Acquisition Framework.
- d. Preparing analyses, providing advice, and making acquisition recommendations
- e. Supporting management of the MDA Small Business Programs.

### 2.2. Organizational Description

The Director for Acquisition is the principal advisor to the Director of MDA on issues relating to acquisition, contracting, and small business. The mission of the Acquisition Directorate is to facilitate BMDS and program development and deployment by establishing acquisition and contracting policies and processes, developing direction and guidance for the BMDS and associated programs, assessing program performance, developing an acquisition workforce to support mission needs, and providing support through all phases of the acquisition cycle. The support for this task order covers two (2) subordinate organizations in the Acquisition Directorate: Acquisition Policy, Planning, and Assessment; and Operations, as depicted in Figure 1. Acquisition Policy and Operations support activities are concentrated in Huntsville, AL with the Acquisition Directorate executive office and a small staff located at MDA Headquarters in the National Capital Region, VA.

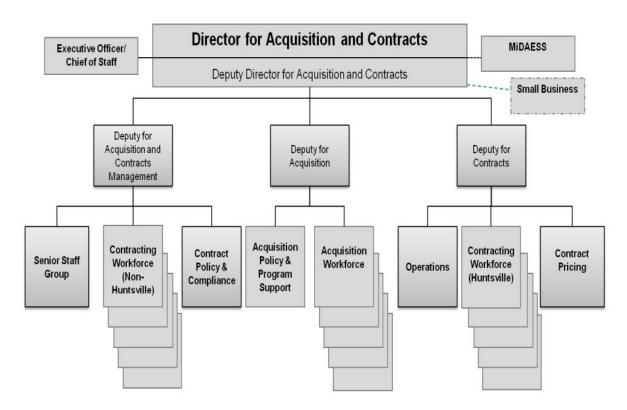


Figure 1: Acquisition Directorate Organizational Chart

**2.3.** The support for this task order covers the Office of Small Business Program (OSBP), which supports the MDA Executive Director and works in conjunction with the Acquisition Directorate (chart at Figure 2). The OSBP provides agency access to the efficiency, innovation, and creativity offered by small businesses. This organization is an

advisor in the development of MDA acquisition strategies to ensure compliance with laws, directives, goals, and objectives related to small business initiatives; and serves as a facilitator for accessing small business resources.

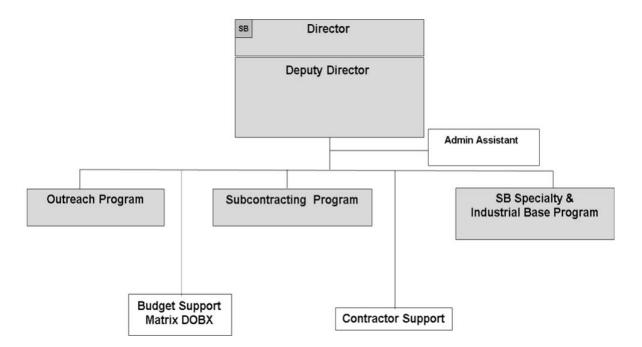


Figure 2: Office of Small Business Program Organizational Chart

### 3. Performance Objectives and Detail Requirements

Table 3.0 below is the Performance Objectives Index outlining the objectives to be performed In Accordance With (IAW) this PWS. Required products for each objective, shown in Table 3.0 are included in the Key Products Tables attachment.

	Performance Objective Index	Location
1.	Delivery of Support Services for the BMDS	Huntsville, AL (HSV) National Capital Region, VA (NCR)
2.	Effective Small Business Utilization throughout execution of this Task Order	All
3.	Small Business Utilization, as specified by the "50% rule" outlined in FAR 52.219-14, Limitation on Subcontracting (Prime contractor small business work share cumulative performance)	All
4.	Effective Management and Reporting of Cost throughout execution of this Task Order	All
5.	Acquisition Processes, Policies, and Associated Training and Tools	All
6.	BMDS Baseline Integration and Reporting	All
7.	Acquisition Planning	All
8.	Acquisition Operational Requirements	All
9.	Small Business Programs Support	All

**Table 3.0 Performance Objectives** 

### 3.1. Performance Objective #1: Delivery of Support Services for the BMDS

### Task Details.

The contractor shall manage the task order, execute requirements, deliver services and provide Teamwork/Cooperation; Management of Personnel; Management of Key Personnel; Overall Task Order Management; and a Communication Plan as described below:

a. <u>Teamwork/Cooperation</u> is defined as fostering a collaborative environment in order to perform task requirements as an integrated team member in the Acquisition organization. The contractor shall provide timely open communication of program information required to complete the tasks.

- b. The contractor shall provide <u>Management of Personnel</u> as measured by the contractor's ability to respond timely to defined day-to-day tasks, issues, or planned or unplanned contract changes in task order requirements execution.
- c. The contractor shall provide <u>Management of Key Personnel</u> as measured by the contractor's ability to respond timely to defined day-to-day tasks, issues, or planned or unplanned contract changes in task order requirements execution. Key Personnel is defined as those specifically identified on the contract as such, e.g., Contractor Program Manager (CPM), Task Order Lead (TOL), Subject Matter Experts, and any others identified as such requiring resumes.
- d. The contractor shall provide <u>Overall Task Order Management</u> as measured by the contractor's ability to keep projects on track and accomplish objectives within available resources, including transition of personnel, while keeping customer informed on issues that may arise to include:
  - Timely resolution of identified performance, technical, cost and/or other task order issues.
  - Mandatory reporting of unresolved issue to the MS Program Manager, MS Contracting Director, and Procuring Contracting Officer (PCO) at 30<sup>th</sup> day of being outstanding (or sooner, if contractor deems critical).
  - 3) Responsive, timely, and quality change proposal submission; and timely execution of contract changes
- e. <u>Communication Plan:</u> The contractor shall develop, deliver, and implement a Task Order Communication Plan. The plan shall provide specific details of how the contractor will operate the team and manage the task order, with content as specified below.
  - 1) Identify CPM and TOL.
  - Describe in detail how operations will be executed daily, including subcontractor management.
  - 3) Provide details on how continuity of services will be provided, e.g., turnover and difficulty of filling vacancies.
  - Specify communication methods with each program, including frequency and location.

A revised Task Order Communication Plan is required if there are any changes to the original plan submitted. The plan shall be submitted to the PCO with a copy to the

Contracting Officer Representative (COR) and the Contracting Officer's Technical Representative (COTR).

Performance Objective #1					
Objective	Standards	Acceptable Quality Limit (AQL)			
	Business Relations/Timeliness – Effective Teamwork/Cooperation	No more than 2 validated customer complaints in writing, within the monthly reporting period / across all locations			
	Business Relations/Timeliness - Management of Personnel	Addresses actions within 24 hours of verbal or written notification by the Government customer with no more than 1 late response within the monthly reporting period/across all locations			
Delivery of Support Services for the BMDS	Management of Key Personnel/Timeliness – Management of Key Personnel	Addresses actions within 24 hours of verbal or written notification by the Government customer with no more than 1 late response within the monthly reporting period / across all locations			
	Business Relations/Quality/Timeliness – Overall Task Order Management	No more than 2 validated customer complaints in writing, within the monthly reporting period / across all locations			

Table 3.1: Performance Objective #1 Standard

### **3.2.** Performance Objective #2: Effective small business utilization throughout execution of this task order.

### 3.2.1. Task Details.

- a. Small Business utilization on the task order will be evaluated on how well the contractor meets or exceeds the proposed percentage of the total labor cost (minus prime and subcontractor fee) that will go to small businesses as either the prime or first tier subcontract.
- **b.** Small Business utilization is defined as the small business prime contractor's total labor cost (minus prime and subcontractor fee) plus any total labor cost (minus fee) to small businesses as a first tier subcontractor on the task order. Labor cost

is defined as the total fully burdened labor without fee and does not include any ODC or travel charges.

### 3.2.2 Key Products.

The contractor shall report monthly as part of their normal contract performance reporting requirements in the Monthly Status Report, the percentage of the total labor cost spent (minus prime and subcontractor fee) on small business utilization at the prime and first tier subcontracting level as compared to the total labor cost spent (minus prime and subcontractor fee) on the task order.

Performance Objective #2					
Objective	Standards	Acceptable Quality Levels (AQL)			
Effective small business utilization throughout execution of this task order	The contractor meets or exceeds the proposed percentage of small business utilization on the task order as defined above	Contractors proposed percentage of small business utilization			

Table 3.1.2: Performance Objective #2 Performance Standards

**3.3 Performance Objective #3:** Small Business Utilization, as specified by the "50% rule" outlined in FAR 52.219-14, Limitation on Subcontracting (Prime contractor small business work share cumulative performance).

### 3.3.1 Task Details.

- a. Small Business utilization, as specified by the "50% rule" will be evaluated at the basic contract level; however, each task order metric will contribute to the overall evaluation of the contractor's performance to the 50% rule.
- b. Utilization of small business is defined as the small business concern's performance at the basic contract level for services that at least 50% of the cost of contract labor (minus fee) incurred for personnel shall be expended for employees of the concern (small business prime contractor or small business joint venture).

### 3.3.2 Key Products.

The contractor shall report on a monthly basis as a part of their normal contract performance reporting requirements in the monthly Status Report, the percentage of the total labor cost (minus fee) spent by the small business prime contractor for this task order. The definition of labor cost is the total cost of labor fully burdened without fee and does not include any ODC or travel charges.

### 22 April 2015

Performance Objective #3					
Objective	Standards	Acceptable Quality Levels (AQL)			
Small Business Utilization, as specified	50% of all effort at the basic	Cumulative small business utilization			
by the "50% rule" outlined in FAR	contract level is executed by	is within the percentages identified in			
52.219-14, Limitation on	the small business concern	the Standard Rating of the QASP			
Subcontracting (Prime contractor small		6597 969			
business work share cumulative					
performance)					

Table 3.3.2: Performance Objective #3 Standards

### 3.4 Performance Objective #4: Effective management and reporting of cost throughout execution of this task order.

### 3.4.1 Task Details

The contractor shall provide effective management and reporting of cost including the efforts listed below:

- a. Manage costs to avoid an overrun at the end of the Period of Performance (PoP).
- **b.** Provide cost reports monthly and Limitations of Funds letters, when required, that are timely and accurate.
- c. Explain and identify the impact of negative labor variances that is 10% or greater or at least \$100K in each cost report.
- **d.** Submit invoices on a monthly basis. Final invoice shall be submitted within 30 days of the end of the PoP.

### 3.4.2 Key Products.

The contractor shall provide a monthly cost report using the Government provided format and submit it with the Monthly Status Report by the 15<sup>th</sup> of every month. Initial (or first) cost report after task order award shall include a monthly accrual plan (or spend plan) for each CLIN, i.e., labor (including fee), fully burdened travel, and ODC. Contractor shall include an estimate to complete (ETC) in the space identified when the spend plan changes. Contractor shall provide rationale for the changes, e.g., modification issued which increased the labor CLIN on the TO. Cost report shall include rationale, analysis, and corrective actions already taken or required to be completed where the contractor determines the budget baseline is insufficient during the period of performance.

The contractor shall deliver a Travel Status Report using the Government provided format that tracks/reports stakeholder travel requests, travel estimates and actual travel

costs. The report shall be submitted to the PCO with a copy to the designated COR via the MIDAESSdata@mda.mil inbox.

Performance Objective #4				
Objective	Standards	AQL		
	Cost - Accuracy of reported financial data and analysis	No more than two (2) validated errors within the monthly reporting period		
Effective management and reporting of cost throughout execution of this task order	Cost - Timely submission of financial documents (i.e.: cost reports, letters, and invoices)	Submission of financial documents in accordance with (IAW) specified deadlines with zero late or missed deliverables within the monthly reporting period		

Table 3.4.2: Performance Objective #4 Standards

### 3.5 Performance Objective #5: Acquisition Processes, Policies, and Associated Training and Tools.

### Task Details.

The MDA Acquisition Management Framework and policy issuances are the foundation for disciplined oversight and reporting. The contractor shall assist with the development, coordination, and maintenance of acquisition oversight policies, regulations, and statutory requirements in accordance with (IAW) MDA Directive 5013.01, Acquisition Management. Policy issuance is subject to an annual update. The contractor shall assist the DA Business Operations Directorate (DAR) in the determination of inactive contracts and deobligation of associated unliquidated obligation (ULO) balances. An inactive contract is defined as a contract that is past the period of performance (PoP) or delivery schedule and ALL contractual actions are completed (i.e., there are no claims, invoice adjustments, etc.). A contract must be physically complete to be inactive. The Key Product Table attachment provides the key deliverable items from the performance of this PWS.

- a. Review Office of the Secretary of Defense (OSD) policies, regulations, and statutory requirements and incorporate changes, updates, and/or new requirements into MDA acquisition oversight policies. Develop new or update existing acquisition policy issuances based on higher level guidance and/or internal agency policy change (e.g., directives, instructions, manuals, guides, operating instructions, draft interim guidance, final guidance memorandums). Coordinate new or updated issuances, secure approval for implementation, disseminate issuance IAW agency policies, and engage in the implementation of acquisition oversight processes changes. Policy issuance is subject to an annual update.
- b. Research MDA internal acquisition policies, processes, procedures and related documentation and flow down changes in conjunction with OSD guidelines.

Identify acquisition needs based on emerging requirements, as well as interagency organizational and executive forum changes, and other executive guidance. Develop new or update existing MDA acquisition issuances based on higher level guidance and/or internal agency policy change (e.g., manuals, guides, instructions, templates, and forms). Coordinate new or updated issuances, secure approval for implementation, disseminate issuance IAW agency policies, and engage in the implementation of acquisition oversight process changes.

- c. Maintain configuration control of issuances and disseminate to the acquisition community. Post approved issuances on the Acquisition Directorate (DA) portal at the MDA Knowledge Online (MKO) internal agency web site IAW Acquisition Policy Directorate (DAP) processes and guidelines.
- d. Conduct acquisition unique training related to the MDA Acquisition Management Framework Survey the acquisition workforce and secure training areas of interest. Coordinate training topics with the DAP Directorate to secure approval for defined emphasis and events; anticipate six sessions per year, with video-teleconference requirements to multiple locations. Generate training materials (e.g., modules) and aids (e.g., handouts and storyboards) that provide information on acquisition oversight policies, processes, and/or other related best practices. Tailor training based on identified need for senior Leads or general workforce understanding of acquisition processes and activities. Provide materials and aids for acquisition unique training, including using the MDA Visual Information Production Center (VIPC) for reproduction requirements. Coordinate with the Human Resources Directorate (DOH) and provide documentation for participants to receive training credit. Upgrade training materials based on feedback from training sessions.
- e. Maintain and operate end-to-end acquisition, business, and automation tools that define the overarching process for completing an acquisition. Develop instruction manual(s) for general acquisition community use of these tools. The acquisition tools will be a comprehensive identification and compilation of acquisition processes into an executive-level process with drill down capabilities in the acquisition framework, and the ability to synchronize evolving and emerging acquisition processes. Maintenance includes continuous updates to the acquisition community regarding approved acquisition releases that provide current information affecting areas such as requirements generation, strategy definition, situational awareness, cost analysis, quality control, schedules, performance reporting, training, and related internal and external acquisition efforts. Maintaining the tools also includes routine sanitizing for refresh and creating and resetting user passwords. Examples of tools are the DAP Directorate's existing MDA Comprehensive Acquisition Process (CAP) Electronic Document Access (EDA), and Standard Procurement

System (SPS). Access to the acquisition tools will be through the DA Directorate portal.

- f. Review contracts to determine if they are physically complete and when they became physically complete by: (1) verifying that the required deliveries have been made and/or that the required services have been performed, and that the Government has inspected and accepted the supplies and/or services; (2) ensuring that all option provisions, if any, have expired; or (3) verifying that the Government has given the vendor a notice of complete contract termination.
- g. Obtain Contracting Officer Representative (COR) Completion Memorandum as verification that the contract is physically complete, all deliverables have been received and accepted, and disposition of Government Furnished Property (GFP)/ Contractor Acquired Property (CAP) and/or Classified Material has occurred.
- h. Ensure vendor coordination is accomplished to resolve funds deobligation issues in accordance with the below schedule:
  - 1) Issuance of 1st request to vendor for submission of final invoice/billing six (6) months after PoP completion;
  - 2) Issuance of 2nd request to vendor for submission of final invoice/billing twelve (12) months after PoP completion; and
  - 3) Assisting of a bilateral contract modification to deobligate excess funds balance fifteen (15) months after the initial request, unless adequate/sufficient justification is provided by the contractor.
- Review contracts to determine if they are inactive by verifying/ensuring that: (1) disposition of classified material is completed; (2) final patent report DD 882 is submitted; (3) final royalty report is submitted; (4) final patent report is cleared; (5) final royalty report is cleared; (6) no outstanding Value Engineering Change Proposal (VECP) exists; (7) plant/property clearance is received; (8) settlement of all interim or disallowed costs are completed; (9) price revision is completed; (10) settlement of subcontracts by the prime contractor/vendor are completed; (11) prior year overhead rates are completed; (12) contractor's closing statement is received/completed; (13) final subcontracting plan/report is submitted; (14) termination docket is completed; (15) contract audit is completed; (16) final voucher is submitted; and (17) final paid voucher is received.
- j. Ensure COR Memorandum is obtained reflecting the COR's concurrence with the final patent report, DD Form 882, "Report of Inventions and Subcontracts," and forward all applicable backup material to MDA's Patent Counsel for review and concurrence. Once patent clearance is obtained, provide a copy of the DD Form 882 and patent clearance memo to the Administrative Contracting Officer (ACO).

k. Determine if any ULOs exist on inactive contracts and initiate action to deobligate ULO excess fund balances, through coordination with the Financial Officer's Representative (FOR), assigned by MDA Directorate of Budget (MDA/DOB), the COR, vendor, and the ACO, as applicable. A reconciliation of obligations and disbursements shall be performed, using data obtained from the Defense Financial Accounting System (DFAS); Defense Agencies Initiative (DAI); Command Information Management System (CIMS); as well as, Defense Contract Management Agency (DCMA) Shared Data Warehouse (SDW); DCMA eTools; Electronic Document Access (EDA); Wide Area Workflow (WAWF); and the Procurement Desktop Defense (PD2)/ Standard Procurement System (SPS).

For inactive contracts, the initiation of action to deobligate ULO balances shall require:

- Determining ULO balances, and obtaining verification as to whether the vendor will invoice or if funds can be deobligated.
- 2) Obtaining document(s) for deobligation of ULO funds.
- 3) Processing deobligation of ULO funding.
- Tracking submitted invoices until payment occurs, for ULO balances invoiced by the vendor.
- 5) Ensuring deobligated contract actions and payments clear DAI.
- 1. Provide all required backup material to the Government contracting officer.
- m. Support agency audit readiness preparation to include reviewing contracts and MIPRs in order to establish existence and completeness of government property and its subsequent valuation for recording in the Defense Property Accountability System (DPAS) in accordance with the Financial Improvement and Audit Readiness (FIAR) Guidance, Federal Acquisition Regulation, and Defense Federal Acquisition Regulation Supplement.
- n. Compile/consolidate relevant contract and MIPR review results for analysis and synopsis. Develop a status report and/or integrate information requirements with current established reporting formats on a weekly basis.

Performance Objective #5					
Objective	Standards	Acceptable Quality Levels (AQL)			
	Schedule / Timeliness = products and services delivered on time within assigned deadline(s).	No more than one (1) missed scheduled event or deadline within the monthly reporting period / across all locations			
Acquisition Processes, Policies, and Associated Training and Tools	Quality = responsive to Government needs with products and services that are comprehensive, accurate, and compliant	No more than two (2) validated customer complaints, in writing, within the monthly reporting period / across all locations			
	Quality / Management of Personnel = Works independently (minimal Government guidance and instruction)	No more than two (2) validated customer complaints, in writing, within the monthly reporting period / across all locations			

Table 3.5: Performance Objective #5 Standards

### 3.6 Performance Objective #6: BMDS Baseline Integration and Reporting

### Task Details.

The BMDS Life Cycle Management Process established acquisition controls for cost, schedule, and technical performance (IAW) MDA Directive 5013.01, Acquisition Management. The acquisition processes provide "strategic" oversight to use BMDS baselines to assess program maturity and determine readiness to continue on the acquisition life cycle, including risk assessment. The acquisition framework is a tool to link agency acquisition management policies, processes, documentation, and other activities supporting executive-level investment decisions. The process is based on reviews that validate when a program has met previously established exit criteria to transition from current phase and approves exit criteria for the life cycle phase or establishes updated baselines. The baseline approval process includes: 1) Technology Baseline Review (TBR) and 2) Developmental Baseline Review (DBR). The MDA baseline execution process adds the Baseline Execution Review (BER) and Material Solutions Analysis (MSA-BER). Other executive-level MDA acquisition reviews include Missile Defense Executive Board (MDEB), Defense Acquisition Board (DAB), Military Services Board of Directors (BOD); and Office of the Secretary of Defense (OSD) which provides the oversight implementation of strategic policies and plans, program priorities, and MDA investments decisions.

In addition, the Program Change Board (PCB) is the agency's primary forum for integration and synchronization of BMDS capabilities. It manages the development, fielding, and integration IAW MDA Directive 5000.04, Program Change Board. It is the decision forum for establishing and centrally managing changes to the BMDS and the six component baselines: technical, operational configuration, test, resource, contracts, and schedule. The Integration and Synchronization Group (ISG) provides integrated and coordinated analysis of BMDS Baseline Change Requests for the PCB. The PCB and ISG processes provide BMDS-wide configuration control.

The contractor shall assist the DA Directorate with integration, reporting, and preparation for the MDA acquisition reviews in the baseline process; each conducted on a quarterly basis (except the DAB, which is considered annual for proposal purposes). This includes preparing, reviewing, and analyzing technical and programmatic briefings, papers, and related documentation and includes short-term assignments (average 3 months) to assist programs. The Key Product Table attachment provides the key deliverable items from the performance of this PWS.

- a. Analyze and/or assess acquisition documentation for readiness to use at BMDS Life Cycle Management executive reviews. Review and integrate data; perform analysis; and develop and coordinate executive-level briefings, papers, and supporting documentation for the TBR, DBR, BER, MDEB, DAB, BOD, OSD, and other associated meetings.
  - Analyze acquisition documents such as briefings, decision documents, and supporting materials for the reviews and meetings; determine compliance with agency policies. Provide an executive summary analysis, engage throughout the coordination process, and make recommendations.
  - 2) Assist in coordination efforts with OSD and military service staff in preparation for phase reviews (TBRs and DBRs) with production decisions, e.g., engaging with staffs to complete read-ahead reviews.
  - Develop Acquisition Directorate executive-level materials such as briefings, white papers or other documents related to BMDS Life Cycle Management executive reviews.
- b. Attend life cycle management reviews. Prepare executives and managers for the meetings, which may include read-ahead (i.e., advance materials) with EXSUM, desk-side discussions, and/or pre-meetings. Lead and schedule post-review meeting discussions to document results of meeting. Prepare after-action summaries, track DA Directorate actions items, and make recommendations on response for closure. Recommend response to the quick-turn review of the formal minutes from the decision review developed by the Chief of Staff (DS) Boards Management office.

- c. Assist with developing and coordinating annual external acquisition reports (e.g., Selected Acquisition Report (SAR), BMDS Accountability Report (BAR) or other similar reports). The SAR provides cost, schedule, and performance information for MDAPs within the DOD and to Congress. The BAR is a report to Congress summarizing key schedule, performance, and cost baselines and estimates for achieving Ballistic Missile Defense (BMD) capabilities; explains variances to baselines; and describes near-term test goals. Research data, develop reports, and prepare informational/decision briefings and supporting documents for compliance with reporting guidelines to leadership. Coordinate and secure approval to submit.
- d. Assist with analyzing the BMDS baselines established at a TBR or DBR, including developing and/or coordinating program contract baseline content (new and updated). Engage in baseline reviews; analyze draft briefings and supporting documentation for acquisition specific content and format, contract baseline impacts, exit criteria adherence, and verification of correlation to other BMDS baselines. Provide recommendations on baseline documentation path ahead for the event.
- e. Engage in the development and coordination of responses to external agency inquiries.
  - Research and prepare draft responses to external inquiries, e.g., OSD, services, and other non-Congressional organizations. Coordinate and secure approval to release.
  - Coordinate and record responses to Question for Records (QFR) and Request for Information (RFI) from Congress, General Accountability Office (GAO), and Office of Inspector General (DoDIG).

NAME OF TAXABLE PARTY.	Performance Objective #6	1
Objective	Standards	Acceptable Quality Levels (AQL)
	Schedule / Timeliness = products and services completed within deadline	No more than one (1) missed scheduled event or deadline within the monthly reporting period / across all locations
BMDS Baseline Integration and Reporting	Quality = responsive to Government needs with products and services that are comprehensive, accurate, and compliant	No more than two (2) validated customer complaints, in writing, within the monthly reporting period across all locations

Performance Objective #6				
Objective	Standards	Acceptable Quality Levels (AQL)		
	Quality / Management of Personnel = Works independently (minimal Government guidance and instruction)	No more than two (2) validated customer complaints, in writing, within the monthly reporting period across all locations		

Table 3.6: Performance Objective #6 Standards and Data Collection

### 3.7 Performance Objective #7: Acquisition Planning

### Task Details.

Acquisition planning integrates all efforts related to a strategy into a comprehensive plan for fulfilling the agency need in a timely manner and at a reasonable cost. It includes developing the overall strategy for managing the acquisition. This includes the Acquisition Strategy Board (ASB) process for approval of acquisition strategies or other high level acquisition concerns recommended by the Director for Acquisition based on the Acquisition Strategy Panel (ASP) endorsement IAW MDA Directive 5000.11, Acquisition Strategy Board. The contractor shall engage in acquisition planning, e.g., requirements definition, strategies, plans, estimates, schedules, risk assessments, performance data and reporting, and recommend best practices and process improvements. The Key Product Table attachment provides the key deliverable items from the performance of this PWS.

- a. Provide updates on critical acquisition events and assist with collection of data and integration of changes affecting the BMDS programs. Develop a matrix to identify acquisition resource allocations for projects across the agency and update weekly for status reporting.
- b. Assist with acquisition policy implementation and synchronizing acquisition documentation with ongoing BMDS development. Review government developed documents for compliance with agency and acquisition policies, e.g., strategies, plans, analysis, and briefings. Provide analysis with recommendations. Engage in coordination to provide information regarding policies, procedures, and compliance.
- c. Obtain and track current schedules for critical acquisition events, e.g., TBRs, DBRs, BERs, MSA-BERs, BAR and SAR submissions, and Requests for Proposals (RFP) reviews and releases. Develop an acquisition tracking schedule based on information obtained; continuously update and integrate activities into a comprehensive overarching schedule for DAP Directorate review and status.

- d. Assist with finalizing acquisition documentation, e.g., strategies, plans, analysis, briefings, and Plan of Actions and Milestones (POAM) for the Acquisition Strategy Panel (ASP) and Acquisition Strategy Board (ASB) processes, which include pre-ASP review. Review and analyze documentation, decision documents, and supporting materials, routinely conducted on a monthly basis. Assess for content accuracy, currency, program impacts, and determine compliance with agency policies. Provide an executive summary analysis, engage throughout the coordination process, and make recommendations. Engage in meeting preparation, attend meetings; prepare after-action summaries, track actions items, and make recommendation on response for closure.
- e. Assist with conducting Military Interdepartmental Purchase Request (MIPR) reviews annually for approximately 3 months. These reviews result in authorization to transfer agency funds to external sources for execution of MDA requirements, historically 15 per year. Review MIPR request submitted for ASP executive review and assess threshold values IAW agency guidelines to recommend whether a formal meeting is required. Assist the programs with developing the formal MIPR requirements package, which includes a briefing and decision document, as a minimum. A MIPR request package may also include statement of work, support agreements, and/or other associated documents. Assist with processing identified requirements through the reviews and coordination. Prepare executives and managers for the MIPR ASP, which may include read-ahead with EXSUM, desk-side discussions, and/or pre-meetings. Attend review and prepare after-action summaries, track DA Directorate ASP actions items, and make recommendations on actions for closure.
- f. Track and report status of incoming and outgoing documentation related to each acquisition reviews and formal events, and provide status, e.g., strategies, RFPs, plans, schedules. Update DA Directorate databases with current information and/or post status for availability to multiple organizations.
- g. Support administrative acquisition functions for each meeting, e.g., schedule meetings and conference rooms; secure and disseminate approved read-aheads; provide briefing copies to support attendance; set-up conference rooms, including VTC connectivity; set-up name plates based on approved attendance, per agency protocol guidelines; operate visual aids when DA Directorate responsibility; and clear the room following the meeting, per DS Directorate policy.
- i. Maintain the MDA Support Agreements (SAs) in compliance with agency policies, including compiling data and information for decision making,

and coordination. Track SA expirations, notify organizations in advance of renewal timeline, and update the database.

- Research and assist with updating external support and transactions Memorandums of Agreement (MOAs), Inter-Service Support Agreements (ISSAs), and Memorandums of Understanding (MOUs) requirements. Review agreement content for accuracy, currency, and compliance with approved program acquisition strategy.
- Review SA funds transfer through the MIPR process and document approval. Compile data and update SA and MIPR records in the library on the DA Directorate website.
- j. Engage in assigned BMDS program source selection activities in an advisory capacity to the DA Directorate, typically nine (11) per year; and provide advice based on unique acquisition requirements, overarching strategy, higher level Department of Defense (DoD) guidelines, and federal regulation policy. Participate in standardizing the cost estimating and analysis process within the DOC Directorate and across the Agency to eliminate inconsistencies in cost estimating, modeling, methodologies or documentation techniques. Support contract proposal evaluation teams with cost modeling and cost estimating for prime contractor cost or price proposal reviews, including analysis of historical cost data for similar systems or efforts. Coordinate cost model and estimate support with the Contracting Directorate (DAC).
- k. Identify process improvements and streamlining initiatives for analysis and assessments of interdependencies where Government regulations, guidelines, or policies allow for incorporating best practices in acquisition and/or programmatic areas. Implement Government approved best practices, improvements, and/or initiatives, and recommend related acquisition and/or programmatic training.
- 1. Perform general acquisition support functions such as 1) sharing relevant data with the DA Directorate in a status report that complies information on major acquisitions, planned activities, projected efforts, and other relevant information on coordination and planning efforts; 2) participating in organizational staff calls, stand-ups, project office tag-ups, or similar venues and integrating with working groups, IPTs, or other program related venues to gather current information; 3) reviewing actions items in a comprehensive manner that provides opportunity to set priorities; and 4) recommending and/or preparing draft responses to inquiries (referred to as E-Taskers) based on assignments. Provide information, analysis, and recommendations to enhance or improve program products and processes.

Performance Objective #7					
Objective	Standards	Acceptable Quality Levels (AQL)			
	Schedule / Timeliness = products and services delivered on time within assigned deadline(s).	No more than one (1) missed scheduled event or deadline within the monthly reporting period / across all locations			
Acquisition Planning	Quality = responsive to Government needs with products and services that are comprehensive, accurate, and compliant	No more than (2) validated customer complaints, in writing, within the monthly reporting period / across all locations			
	Quality / Management of Personnel = Works independently (minimal Government guidance and instruction)	No more than (2) validated customer complaints, in writing, within the monthly reporting period / across all locations			

Table 3.7: Performance Objective #7 Standards

### Performance Objective #8: Acquisition Operational Requirements

### Task Details.

The contractor shall assist with DA Directorate business activities to support organizational operations, and recommend best practices and process improvements. The contractor shall act as Portal Administrator for the DA Directorate unclassified and classified websites and attend all required training related to this responsibility. There are no key deliverable for this Objective in this PWS.

- a. Maintain and update DA Directorate unclassified and classified website and databases IAW all applicable laws, regulations, and policies, and Information and Technology Management Directorate (IC) requirements. Maintenance and update efforts include activities such as developing new sites as acquisition planning evolves; updating existing sites, as mentioned in other section of the PWS; updating document libraries; sustaining portal applications; maintaining lists (documents/templates/guides located on the portal available for use by acquisition personnel), and identifying best practices and process improvements. Integrate new materials at the website as decisions are made, new guidance is available, program data evolves, and routine updates are available for the directorate.
- b. Monitor and sanitize outdated information from the portal on a monthly basis. Coordinate sanitizing efforts with the entire DA Directorate data

owners, provide recommendations for updating the site, secure approval for purging, and implement changes.

Performance Objective #8					
Objective	Standards	Acceptable Quality Levels (AQL)			
	Schedule / Timeliness = products and services delivered on time within assigned deadline(s).	No more than (1) late or missed scheduled event or deadline within the monthly reporting period / across all locations			
Acquisition Operational Requirements	Quality = responsive to Government needs with products and services that are comprehensive, accurate, and compliant	No more than two (2) validated customer complaints, in writing, within the monthly reporting period / across all locations			
	Quality / Management of Personnel = Works independently (minimal Government guidance and instruction)	No more than (2) validated customer complaints, in writing, within the monthly reporting period / across all locations			

Table 3.8: Performance Objective #8 Standards

### 3.9. Performance Objective #9: Small Business Programs Support Task Details.

The contractor shall support the internet based, telephone based, and face-to-face efforts of the MDA Office of Small Business Programs (OSBP) with outreach activities to small businesses throughout the nation. The contractor shall attend and participate in weekly OSBP staff meetings and forums.

- **a.** Electronic Media Support: Update and maintain the OSBP websites and portal IAW the requirements defined below.
  - 1) OSBP Public Website: Update and maintain the OSBP website IAW the following:
    - Clear documentation for public release IAW SB Policy and comply with Public Affairs Directorate (PA) guidelines for release of documentation prior to posting on the OSBP website. Posting shall be within one (1) working day following clearance approval.

- Maintain and update OSBP website, which is a tool that provides core information specifically for small businesses on the MDA and BMDS; as well as related news releases, media and other resources, and business opportunities. Maintenance includes continuous updates to the website with current and relevant information approved for release. This also covers 1) compliance with agency policies and guidelines for website utilization; 2) monitoring and routine sanitizing for refresh on a monthly basis; and 2) routine coordination with the Information Technology Management Directorate (IC) for overall agency requirements for website use.
- Create and maintain a fully functional MDA Marketplace database online. The Marketplace is an online searchable repository of firms that have an interest in performing under a specific MDA Program effort. The purpose of the MDA Marketplace is to create a public point of convergence where businesses can market their capabilities and/or search for other businesses to partner and team with in reference to MDA requirements. A Marketplace database shall be posted no later than five (5) working days of notification of the requirement to support a program or staff office program.
- Generate data and information, as defined by the Government, for use in metrics reports.
- 2) MDA OSBP Internal Portal: Act as portal manager responsible for maintaining and updating the OSBP portal page. Monitor and sanitize from the portal any outdated information on a monthly basis by coordination with applicable owner of data. The portal shall be maintained IAW all applicable MDA Directives and MDA IT requirements.
- **b. Outreach:** Develop and support OSBP outreach efforts by completing the following tasks leading to a fully developed annual outreach effort.
  - 1) Develop a Fiscal Year (FY) outreach calendar of events with monthly updates to include the OSBP Travel Dashboard with current actual expenditures and post to MDA/OSBP Portal.
  - 2) Develop and maintain an inventory of outreach marketing materials for distribution at events IAW the FY Outreach Calendar of Events schedule and other specified MDA Public Affairs Outreach Events. Utilize the MDA Visual Information Production Center (VIPC) to prepare materials. Process outreach materials for public

release prior to distribution. Ensure outreach marketing materials are available for all planned activities.

- 3) Support conference planning and logistics IAW outreach calendar. Conference planning and logistic support includes coordination with event planners; transporting and/or shipping event materials and associated MDA provided displays (IAW MDA contract shipping requirements and policies); setup and breakdown displays at outreach events; and conference/booth registration. Materials shall be available and set up at start of event.
- 4) Collect Outreach Metrics. Identify the number of SB's contacted at each event and post on OSBP Travel Dashboard. Prepare semi-annual reports identifying the number of events attended (year to date) and the number of SB's contacted (year to date). Provide follow up emails to small business encountered at outreach events within 10 business days from event.
- 5) Monitor and respond to small business inquiries in the OSBP outreach E-mailbox on a weekly basis, as a minimum. Upon direction from OSBP, forward suspicious emails to the appropriate MDA security office for review.
- 6) Staff booths at outreach events IAW the FY Outreach Calendar of Events schedule. Prepare and provide an after action report for each outreach event within 10 business days. The report should identify metrics such as, number of SBs in attendance, number of SBs contacted, and number of SBs capable of doing business with the agency.
- c. Newsletters: Develop quarterly newsletters, which include gathering articles from OSBP staff, writing articles, clearing draft newsletters through MDA/PA and coordinating with the MDA VIPC for printing. The effort shall also include providing an electronic version of the newsletter to be posted on the MDA website and distributing printed newsletters to local facilities designated in quantities specified by the MDA OSBP.
- d. Market Research: Interface with MDA organizations to provide market research support. Collect and analyze information about potential small business offerors and provide market research reports. Utilize available tools, e.g. DoD MaxPrac, System for Award Management (SAM), and Internet.
- **e. Documentation Support:** Prepare agendas, briefings, reports, surveys, spreadsheets and correspondence as designated by the MDA OSBP. Maintain action item spreadsheet and track action items to closure. Prepare Historical

Summary Report, Scorecard Report, Internal Controls Assessments, and special OSD draft reports as directed.

- f. Small Business Industrial Base Tracking Develop, update, and maintain a comprehensive list of MDA Small Business Prime contractors, MDA Large Business Prime contractors first tier subcontractors, and small businesses with the capability of performing within the BMDS. This comprehensive list will form the OSBP Small Business Industrial Base database. The database shall be maintained in Microsoft Access and shall be updated monthly and include:
  - Company name, DUNS number, city and state, socioeconomic category, and applicable NAICS codes. Establish search capability by company name, DUNS number, city and state, socioeconomic category, and applicable NAICS codes.
  - Prepare electronic maps detailing the location, contract value, and obligated dollars per state of all MDA prime contractors and update semi-annually

Performance Objective #9					
Objective	Standards	Acceptable Quality Levels (AQL)			
	Schedule / Timeliness = products and services completed or delivered on time within assigned deadline(s).	No more than one (1) missed scheduled event or deadline within the monthly reporting period / across al locations			
Small Business	Quality = responsive to Government needs with products and services that are comprehensive, accurate, and compliant	No more than one (1) validated customer complaint, in writing, with the monthly reporting period / across all location			
Programs Support	Quality / Management of Personnel = Works independently (minimal Government guidance and instruction)	No more than one (1) validated customer complaint, in writing, withi the monthly reporting period / across all locations			
	Schedule / Availability = products and services are available within required timeline	No more than one (1) late of missed scheduled event within the monthly reporting period / across al locations.			

Table 3.9: Performance Objective #9 Standards

### 4. Task Order Management

### 4.1. Monthly Status Report

The contractor shall develop and deliver a Monthly Status Report. The report is due the 15<sup>th</sup> of each month utilizing the format attached in the Task Order Award. The status report shall be submitted to the Procuring Contracting Officer (PCO) with a copy to the designated Contracting Officer's Representative (COR) via the <a href="MiDAESSdata@mda.mil">MiDAESSdata@mda.mil</a>, and shall include the following specific details for each task order:

- a. Status of proposed products and services for performance objectives identified in the attachment of this task order. The contractor shall identify the number of required products during the reporting period, delineate those that have been delivered by location and those that are planned to be delivered, and the estimated date of delivery.
- b. Status of Other Direct Costs (ODC). All ODC must be approved prior to executing the purchase and actual ODC costs reported (current period and cumulative) for the task order.
- c. Small Business Utilization dollars and percentage as defined in Objective #2. Contractor shall provide cumulative total labor cost to small business under the task order. Labor cost is defined as the total fully burdened labor without fee and does not include ODC or travel charges.

For large business prime contractors, include the first tier subcontractor total labor cost.

For small businesses prime contractors, include the small business total labor cost, plus the first tier subcontractor small businesses total labor cost.

The monthly status report should identify the total labor cost for small business, as well as the percentage relative to those labor cost. To derive the actual labor cost to small businesses, divide the Task Order total labor cost (minus prime and subcontractor fee) into the total labor cost (minus fee) that will go to small businesses on the task order. This measure correlates to Objective #2 and not the Limitation on Subcontracting (50% Rule) in Objective #3.

- d. Limitation on Subcontracting dollars as defined in Objective #3. Contractor shall provide data in the monthly status report that identifies the cumulative total labor cost performed (minus fee) by the prime small business. This measure correlates to the performance Objective #3 and FAR 52.219-14, Limitation on Subcontracting.
- e. Government Furnished Equipment (GFE). See paragraph 7.2 for reporting requirements.
- f. Submit on-site/off-site data in Government provided format identifying support for each location identified in the PWS.

### 4.2 Travel Status Report

The contractor shall deliver a Travel Status Report on a bi-weekly basis using the Government provided format that tracks/reports stakeholder travel requests, travel estimates, and actual travel costs. Travel Status Reports are due the first and third Friday each month. The reports shall be submitted to the PCO with a copy to the designated COR via the MiDAESSdata@mda.mil inbox.

### 5. Security Clearance Requirements

All personnel must hold a minimum of SECRET security clearance immediately upon base period of performance start date. The table below defines the percentage of personnel required to have Top Secret and Top Secret Sensitive Compartmentalized Information (SCI) eligibility upon base period of performance start date. Contractor shall submit clearance paperwork for hires upon base period of performance start date to immediately begin the process.

Work Area	% Secret At Base PoP Start Date	% Top Secret Eligibility Upon Base PoP Start Date	% Top Secret Total	% SCI Eligibility Upon Base PoP Start Date	% SCI Total
DA	100%	5%	5%	5%	20%

Table 5: Task Order Security Requirements

### 6. Travel and Other Direct Cost (ODC) Requirements

The contractor should expect to travel 10%-20% of the time to HSV, NCR, Dahlgren, and Colorado Springs to support the Acquisition Directorate to complete tasks as outlined in this Task Order. In support of OSBP activities, the contractor should expect to travel 30-40% of the time to support the OSBP Outreach Calendar of Events. Travel could include attendance at conferences, reviews, and coordination and planning meetings

b. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, to enter and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces and/or U.S. Government personnel outside of the United States.

c. ODC costs are required in support of OSBP activities and material such as displays, pens, portfolios, conference fees, and booth fees.

### 7. Government Furnished (GF) Materials (GFM), Information (GFI), and Equipment (GFE)

### 7.1. Facilities

- **a.** The Government will provide office facilities, equipment, and materials for daily business use. This includes office space, desk/work station, telephone, chair, computer, printer, and requisite consumable materials.
- b. The Government will provide keys or codes for access to Government facilities. These keys and codes shall be controlled, tracked, and protected. Upon termination of the period of performance, all keys, codes, access badges, or other items provided shall be returned to COR for the task order.

Location	Number of work stations*
Huntsville, AL	31
National Capital Region, VA	5

**Table 7.2 GFE Requirements Per Site** 

### 7.2. Government Furnished Equipment (GFE)

- **a.** The contractor shall maintain a detailed inventory accounting system for Government Furnished Equipment (GFE) or Contractor-Acquired-Government Owned Property (CAP).
- b. The inventory accounting system must specify, as a minimum, product description (make, model), Government tag number, date of receipt, name of recipient, location of receipt, current location, purchase cost (if CAP), and contract/order number under which the equipment is being used. The contractor shall either attach an updated inventory report to each monthly status report or certify that the inventory has been updated and is available for Government review. In either case, the contractor's inventory listing must be available for Government review within one business day of Procuring Contracting Officer (PCO) or COR request.

<sup>\*</sup>Number will be based on the winning contractor's proposal.

c. The contractor shall contact the Directorate of Logistics (DPL) for proper use of Government vehicles on site and TDY locations and for accountability of extreme cold weather kits, use of Military Aircraft to travel to remote locations and other logistics support requirements not identified in this PWS.

### 8. Transition and Staffing

- **a.** The contractor shall fill positions according to the functional areas and timelines identified in Table 8.0 below.
- b. The CPM and or TOL shall meet with the Functional Government customer within five (5) working days of award as part of the transition and Task Order Kickoff Meeting. The CPM and TOL shall report the status of its efforts to recruit, hire, and fill all positions within the timeline specified in Table 8.0 at the Task Order Kickoff Meeting. Submit clearance paperwork for hires upon award to immediately begin the process.

Staffing Area	Timeline
Program Manager	At Award
Task Order Lead	NLT 5 Work Days after award.
Contractor personnel to support all Performance Objectives	NLT 14 Work Days after award.

**Table 8.0 Staffing Timelines** 

### 9. Options

All requirements for the options shall be executed as defined by the above requirements. The option requirements should include all approved modifications made to the task order throughout the period of performance.

Surge Support for Mission Requirements: Surge capability may be required during non-core hours to support Government authorized mission priorities. This support may require personnel to work extended hours, to include weekends. The tasks to be performed are contained in the technical performance objectives and will be within the current Task Order period of performance. Upon Government request, the contractor shall provide, within 24 hours, a cost estimate which will be used to obtain funding and to exercise a portion of the

# MiDAESS Task Order Performance Work Statement (PWS) Acquisition Executive Support/DA-02-13 Revision #9 22 April 2015

option CLIN. Prior to surge effort being performed, authorization from a PCO must be achieved by modification to the Task Order.

# 1. Performance Objectives and Detail Requirements

Table 1.0 below depicts the Performance Objectives associated with MiDAESS Task Order PWS, Acquisition Executive Support/DA-02-13.

	Performance Objective Index	Location
1.	Successful Development, Deployment and Support of the BMDS	Huntsville, AL (HSV) National Capital Region, VA (NCR)
2.	Effective Small Business Utilization execution of this Task Order	All
3.	Small Business Utilization, as specified by the "50% rule" outlined in FAR 52.219-14, Limitation on Subcontracting (Prime contractor small business work share cumulative performance)	All
4.	Effective Management and Reporting of Cost throughout the execution of this task order	All
5.	Acquisition Processes, Policies, and Associated Training and Tools	All
6.	BMDS Baseline Integration and Reporting	All
7.	Acquisition Planning	All
8.	Acquisition Operational Requirements	All
9.	Small Business Programs Support	All

**Table 1.0 Performance Objectives** 

# Performance Objective #1: Successful Development, Deployment and Support of the BMDS

Product	Location	# of Orgs Per Site Requiring Support	Frequency
Task Order Communication Plan 3.1	HSV	1	5 Working Days after Task Order Award

**Table 2.0 Performance Objective #1 Key Products** 

Performance Objective #2: Effective Small Business Utilization execution of this Task Order

The requirements for this objective should be submitted with the monthly status report.

Performance Objective #3: Small Business Utilization, as specified by the "50% rule" outlined in FAR 52.219-14, Limitation on Subcontracting (Prime contractor small business work share a cumulative performance

The requirements for this objective should be submitted with the monthly status report.

# Performance Objective #4: Effective management and reporting of cost throughout execution of this task order

Product	Location 1	# of Orgs Per Site Requiring Support	Frequency
Cost Reports (3.4.1.b)	HSV	1	Monthly
Limitations of Funds Letter (3.4.1.b)	HSV	1	When required
Invoices (3.4.1.d)	HSV	1	Monthly
Travel Status Report (3.4.2)	HSV	1	Bi-weekly

Table 3.0 Performance Objective #4 Key Products

# Performance Objective #5: Acquisition Processes, Policies, and Associated Training and Tools

Products	Location	# of Orgs Per Site Requiring Support	Frequency (daily, weekly, monthly, etc)
Program Manager Selection Directive Update (3.5.a)	HSV	1	Annually
Acquisition Team Guide (3.5.a)	HSV	1	Annually
Acquisition Management Directive and Instruction (3.5.a, b)	HSV	1	Annually
Acquisition Plan Development Manual (3.5.a, b)	HSV	1	Annually
Acquisition Plan Guide Update (3.5.a, b)	HSV	1	Annually

Products	Location	# of Orgs Per Site Requiring Support	Frequency (daily, weekly, monthly, etc)
Acquisition Strategy Board (ASB) and Acquisition Strategy Panel (ASP) Manual Update (3.5.a, b)	HSV	1	Annually
Military Interdepartmental Purchase Request (MIPR) ASP Manual Update (3.5.a, b)	HSV	1	Annually
Acquisition Strategy Report Manual (3.5.a, b)	HSV	1	Annually
Acquisition Requirements Package Guide (3.5.a, b)	HSV	1	Annually
BMDS Accountability Report (BAR) Process Manual (3.5.a, b)	HSV	1	Annually
BMDS Component Program Single Acquisition Master Plan (SAMP) Instruction Update (3.5.a, b)	HSV	1	Annually
Baseline Execution Review (BER) Process Manual Update (3.5.a, b)	HSV	1	Annually
Developmental Baseline Review (DBR) / Technology Baseline Review (TBR) Manual (3.5.a, b)	HSV	1	Annually
Acquisition Delegations of Authority Matrix (3.5.a, b)	HSV	1	Annually
Contract Data Management Manual (3.5.a, b)	HSV	1	Annually
Request For Proposal (RFP) Process Manual Update (3.5.a, b)	HSV	1	Annually
Selected Acquisition Report (SAR) Manual Update (3.5.a, b)	HSV	1	Annually
New Issuances (3.5.a, b)	HSV	1	Quarterly
Military Interdepartmental Purchase Request (MIPR) ASP Template Update (3.5.b)	HSV	1	Annually
Interim Guidance Memos Template (3.5.b)	HSV	1	Monthly

Products	To the Period Section (1995)		Frequency (daily, weekly, monthly, etc)
Acquisition Plan Template Update (3.5.b)	HSV	1	Annually
Acquisition Strategy Report Template(3.5.b)	HSV	1	Annually
Baseline Execution Review (BER) Briefing Template Update (3.5.b)	HSV	1	Annually
BAR Template Update (3.5.b)	HSV	1	Annually
SAMP Template Update (3.5.b)	HSV	1	Annually
Memorandum of Agreement (MOA) Template Update (3.5.b)	HSV	1	Annually
Decision Memorandum Template Update (3.5.b)	HSV	1	Annually
DBR Briefing Template Update (3.5.b)	HSV	1	Annually
TBR Briefing Template Update (3.5.b)	HSV	1	Annually
Materiel Solution Analysis (MSA) BER Template Update (3.5.b)	HSV	1	Annually
MSA TBR Template Update (3.5.b)	HSV	1	Annually
Acquisition Strategy Panel (ASP) Template Update (3.5.b)	HSV	1	Annually
Acquisition Strategy Board (ASB) Template Update(3.5.b)	HSV	1	Annually
Training Material (3.5.d)	HSV	1	Quarterly
Training Aids (3.5.d)	HSV	1	Quarterly
DPAS Property Custodian Report	COS	1	Quarterly
(3.5.g)	DAHL	1	Quarterly
620	HSV	1	Quarterly
DPAS Master Download Report	COS	1	Quarterly
(3.5.g)	DAHL	1	Quarterly
	HSV	1	Quarterly

**Table 4.0 Performance Objective #5 Key Products** 

Performance Objective #6: BMDS Baseline Integration and Reporting

Products	Location	# of Orgs Per Site Requiring Support	Frequency (daily, weekly, monthly, etc)	
Talking Points	HSV	1	Annually	
(3.6.a)	NCR	1	Annually	
White Papers	HSV	1	Quarterly	
(3.6.a)	NCR	1	Quarterly	
Briefings	HSV	1	Quarterly	
(3.6.a)	NCR	1	Quarterly	
Selected Acquisition Report (SAR) (3.6.c)	NCR	1.	Annually	
BMDS Accountability Report (BAR) (3.6.c)	NCR	1.	Annually	
BAR Briefing (3.6.c)	NCR	1	Annually	
Contract Baseline or Update (3.6.d)	HSV	1	Monthly	
Response to Request For Information	HSV	1	Quarterly	
(RFI) (3.6.e)	NCR	1	Quarterly	

**Table 5.0 Performance Objective #6 Key Products** 

Performance Objective #7: Acquisition Planning

Products	Location	# of Orgs Per Site Requiring Support	Frequency (daily, weekly, monthly, etc)
Program Support Matrix (3.7.a)	HSV	1	Weekly
Acquisition Correspondence (3.7.b, e, l)	HSV	1	Weekly
Integrated Review Schedule (3.7.c)	HSV	1	Weekly

Table 6.0 Performance Objective #7 Key Products

Performance Objective #8: Acquisition Operational Requirements

Products	Location	# of Orgs Per Site Requiring Support	Frequency (daily, weekly, monthly, etc)
There	are no Products fo	or Objective #8.	

**Table 7.0 Performance Objective #8 Key Products** 

Performance Objective #9: Small Business Programs Support

Products	Location	# of Orgs Per Site Requiring Support	Frequency (daily, weekly, monthly, etc)	
Marketplace Database (3.9.a.1)	HSV	1	Monthly	
Outreach Calendar of Events (3.9.b.1)	HSV	1	Monthly	
Outreach Metrics Report (3.9.b.4)	HSV	1	Semi-Annually	
Event After Action Reports (Within 10 working days of event completion) (3.9.b.6)	IAW Outreach Calendar	1	Bi-Weekly	
Newsletter (3.9.c)	HSV	1	Quarterly	
Market Research Report (3.9.d)	HSV	1	Bi-Weekly	
Action Item Tracking Report (3.9.e)	HSV	1	Weekly	
Historical Summary (3.9.e)	HSV	1	Annually	
Scorecard Report (3.9.e)	HSV	1	Annually	
Internal Controls Assessment (3.9.e)	HSV	1	Annually	
Small Business Industrial Database (3.9.f)	HSV	1	Monthly	
Small Business Industrial Base Map (3.9.f.2)	HSV	1	Semi-Annually	

**Table 8.0 Performance Objective #9 Key Products** 

# Small Business Set-Aside (SBSA) Missile Defense Agency Engineering and Support Service (MiDAESS) Task Order Quality Assurance Surveillance Plan (QASP) Acquisition Executive Support / DA-02-13 19 March 2013

# **Functional Vision**

The Acquisition Directorate facilitates BMDS and program development and deployment by establishing acquisition and contracting policies and processes, developing direction and guidance for the BMDS and associated programs, assessing program performance, developing an acquisition workforce to support mission needs, and providing support through all phases of the acquisition cycle.

# 1. Administrative Data

Date: 27 03 2013

Functional Capability Group: #2, Acquisition Support

Functional Area: Acquisition (DA)

CLIN: **0014**, **0015**, and Option 1: **1014**, **1015**, and Option 2: **2014**, **2015**, and Option 3: **3014**, **3015**, and

Task Order Title/No.: Acquisition Support / DA-02-13

Base Period of Performance: Start Date: 27 March 2013. End Date: 28 February 2014

Option 1: 1 March 2014 through 28 February 2015 Option 2: 1 March 2015 through 28 Feb 2016 Option 3: 29 February 2016 through 18 July 2016

# 2. Purpose

This Quality Assurance Surveillance Plan (QASP) is a Government developed guideline to ensure systematic quality assurance methods are used in performance-based services contracts and any subsequent task orders issued for the Missile Defense Agency (MDA) Advisory and Assistance Services (A&AS) program. This program will be centrally managed by the Missile Defense Agency Engineering and Support Services (MiDAESS) Program Office (MS).

The QASP establishes procedures on how this assessment/inspection process will be conducted. It specifies all work requiring surveillance and the method of surveillance, such as:

- What will be monitored;
- How monitoring will take place;
- Who will conduct the monitoring, and
- How monitoring efforts and results will be documented

The contractor is responsible for implementing and delivering performance that meets contract standards using its Quality Control Plan (QCP). The QASP provides the structure for the Government's surveillance of the contractor's performance to assure that it meets contract

# Small Business Set-Aside (SBSA) Missile Defense Agency Engineering and Support Service (MiDAESS) Task Order Quality Assurance Surveillance Plan (QASP) Acquisition Executive Support / DA-02-13 19 March 2013

standards. It is the Government's responsibility to be objective, fair and consistent in evaluating contractor performance.

The Government will provide a copy of the QASP to the contractor to facilitate open communication. In addition, the QASP should recognize that unforeseen or uncontrollable circumstances might occur that are outside the control of the contractor.

Bottom line, the QASP should ensure early identification and resolution of performance issues to minimize impact on mission performance.

# 3. Authority

Authority for issuance of this QASP is provided under Part 46.4 of the Federal Acquisition Regulation, Government Contract Quality Assurance, which provides for inspection, acceptance and documentation of the service called for in the contract or order. This acceptance is to be executed by the Procuring Contracting Officer (PCO) or a duly authorized representative.

# 4. Scope

To fully understand the roles and responsibilities of the parties, it is important to first define the distinction in terminology between the QCP and the QASP. The contractor, through their QCP, is responsible for management and quality control actions necessary to meet the quality standards set forth by the order.

The QASP on the other hand establishes Government surveillance oversight of the contractor's efforts to assure that they are timely, effective, and are delivering the results specified in the task order.

### 5. Government Resources and Responsibilities

The Government is responsible for implementing this QASP through MS. The MS Program Manager is responsible for all advisory and assistance services agency-wide and manages all related activities. The MS PCO is the only person authorized to enter into, administer, or terminate contract actions for this program. The Government resources under this QASP and associated responsibilities are identified below:

# **5.1. Procuring Contracting Officer (PCO)**

A person duly appointed with the authority to enter into, administer, or terminate contract actions such as basic awards or task orders and make related determinations and findings on behalf of the Government.

# **5.2.** Contracting Officer's Representative (COR)

An individual designated in writing by the PCO to act as the authorized representative to assist in the administration of specific contracts, as specified by appointment. The source of authority for the COR is the PCO. The COR is a full-time Government employee assigned to MS. The COR position shall be executed by those designated as a full time MiDAESS COR. This individual will be dedicated to the day-to-day management of one or more MiDAESS contracts.

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# **5.3. CLIN Contracting Officer Technical Representative (COTR)**

An individual designated in writing by the PCO to act as the authorized representative to assist in the administration of specific contract line items as specified by appointment. The CLIN COTR is a full-time Government employee assigned to MS. The CLIN COTR position shall be executed by the full-time functional representative assigned as "Functional Integrator (FI)" to provide daily support for the MiDAESS program. This ensures understanding and expertise from both technical requirements and CLIN COTR perspectives.

# 5.4. Task Order (TO) Contracting Officers Technical Representative (COTR)

An individual designated in writing by the PCO to act as the authorized representative to assist the CLIN COTR with the administration, execution and management of a specific task orders, as specified by appointment letter. The TO COTR shall be a Government employee in the Functional organization responsible for supporting the CLIN COTR in the management of all day-to-day tasks associated with the execution of the assigned Task Order (s). The TO COTR shall not perform any contractual functions, but shall act as the functional subject matter expert for all changes in requirements and the assessment of daily performance throughout the execution of the contract.

# 5.5. Acquisition Manager

An individual designated by the MS Program Manager to ensure compliance with acquisition policies, processes and procedures. The Acquisition Manager shall not perform any contractual functions, but shall act as the acquisition subject matter expert for all changes in requirements throughout the execution of the contract. The Acquisition Manager will support the TO COTR, COR and PCO in the development of all acquisition documents.

### 5.6. Customer

An individual defined as a stakeholder, functional manager, MiDAESS Program Office personnel acting in the capacity of a stakeholder and/or other Government personnel with oversight responsibilities.

## 6. MiDAESS Surveillance

The below listed methods of surveillance will be used in the administration of this QASP and all pertinent data collected will be stored in the MiDAESS Evaluators Contractor Performance Assessment System (CPAS):

- a. Customer Feedback. Customer feedback will be obtained from inputs provided into the CPAS application. Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint and must be in CPAS as part of the surveillance report, and submitted to the TO COTR.
- b. **100% Inspection.** The 100% inspection method will be conducted if and when specified in an individual task orders. For the objectives identified and included in this QASP, inspections may be performed by the TO COTR or other Technical Evaluator.

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- c. Periodic Inspection. Periodic inspections will be conducted if and when specified in an individual task orders. For the objectives identified in this QASP, the inspection may be performed by the COTR or other Technical Evaluator.
- d. **Random Monitoring.** Random monitoring will be conducted if and when specified in an individual task orders. For the objectives identified in this QASP, random monitoring shall be performed by the TO COTR or other Technical Evaluator.

# 6.1. MiDAESS Quality Performance Standards

Assessments will be based on both objective and subjective data and information, such as functional and program performance evaluations and feedback, customer comments, quality of products, and general technical interchange and engagement with other Government and contractor personnel.

The principal goal of the MiDAESS assessment process is the establishment of a performance measures and feedback process that supports the execution of the Contractor Performance Assessment Report System (CPARS) process. The MiDAESS assessment will be:

- a. **Accurate**: All assessment data collected must be reflective of actual contractor performance.
- b. **Fair**: The assessment must be based on known baseline requirements and approved contract/task changes executed by modification.
- c. **Comprehensive**: Data shall be comprehensive enough to facilitate identification of shortfall root causes (not just the fact that a shortfall exist).
- d. **Relevant**: Data must be reflective of those quality assessment areas identified in the Performance Work Statement (PWS); based on objectives, standards, and assessment frequency understood by all parties.
- e. **Repeatable**: The processes, forms, analysis methodology, and reporting must be consistent across all MiDAESS contracts and task orders throughout the life of this effort.
- f. **Timely**: Assessment reporting cycle must remain consistent across all MiDAESS contracts to ensure timely notification of issues and to enable timely resolution.

Five (5) principal ratings have been established for assessment of all performance objectives. Below are the ratings along with examples for each.

1. Exceptional: Performance meets contractual requirements and exceeds many to the Governments benefit. The contractual performance of the task and sub-task being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

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- 2. Very Good: Performance meets contractual requirements and exceeds some to the Governments benefit. The contractual performance of the task and sub-task being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
- 3. Satisfactory: Performance meets contractual requirements. The contractual performance of the task and sub-task contain some minor problems for which corrective actions taken by the contractor appear to be or were satisfactory.
- 4. Marginal: Performance does not meet contractual requirements. The contractual performance of the task and sub-task being assessed reflect a serious problem for which the contractor has not yet identified corrective actions. The contractors proposed actions appear only marginally effective or were not fully implemented.
- 5. Unsatisfactory: Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the task or sub-task contains a serious problem(s) for which the contractor's actions appear or were ineffective.

Data on each of the performance objectives will be consolidated monthly by the program office and documented in a "MiDAESS Performance Assessment Report". The monthly report will be reviewed with the contractor. This consolidated report will provide primary input to the annual Contractor Performance Assessment Report (CPAR).

### 6.2 Small Business Set Aside - Small Business

a. <u>Small Business Utilization</u>: Small Business Utilization on the task order will be evaluated on how well the contractor meets or exceeds the proposed percentage of the total labor cost (minus prime and subcontractor fee) that will go to small businesses as either the prime or first tier subcontractor.

Small Business Utilization is defined as the small business prime contractor's total labor cost (minus prime and subcontractor fee) plus any total labor cost (minus fee) to small businesses as a first tier subcontractor on the task order. Labor cost is defined as the total fully burdened labor without fee and does not include any ODC or travel charges.

Refer to Attachment 8, Monthly Status Report for example of reporting Small Business Utilization.

b. <u>Limitation on Subcontracting</u>: Utilization of Small Business, as specified by the "50% rule" will be evaluated at the **basic contract level**; however, each task order metric will contribute to the overall evaluation of the contractor's performance to the 50% rule.

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Utilization of small business is defined as the small business concern's performance at the **basic contract level** for services that are at least 50% of the cost of contract labor (minus fee) incurred for personnel shall be expended for employees of the concern (small business prime contractor or small business joint venture). The definition of contract labor is the total cost of labor, fully burdened without fee and does not include any ODC or travel charges.

Refer to Attachment 8, Monthly Status Report for example of reporting Limitation on Subcontracting.

# 6.3. Data Collection & CPARS Crosswalk

CPARS Crosswalk	Performance Objectives	Primary Data Collection Point
<ul> <li>Quality</li> <li>Schedule (Timeliness)</li> <li>Business Relations</li> <li>Management of Key Personnel</li> </ul>	OBJ 1. Delivery of Support Services for the BMDS	COR, COTR, PCO, CS, BFM, Stakeholders
Small Business Utilization	OBJ 2. Effective Small Business Utilization throughout execution of this task order	CTR, COR
Small Business Utilization	OBJ 3. Small Business Utilization, as specified by the "50% rule" outlined in FAR 52.219-14, Limitation on Subcontracting (Prime contractor small business work share cumulative performance)	CTR, COR
• Cost	OBJ 4. Effective management and reporting of cost throughout execution of this task order	CTR, BFM
<ul><li>Quality</li><li>Schedule</li></ul>	OBJ 5 thru OBJ 9. Technical Objectives as identified in the PWS	Evaluators, COTR

# 6.4. Surveillance Matrix

The Surveillance Matrix (Appendix 1) is the list of performance objectives and standards that must be performed by the contractor. This matrix details the method of surveillance the TO COTR will use to validate and inspect these performance elements. Inspection of each element will be documented using primarily the CPAS Tool.

In conjunction with paragraph 6.1 and the metrics within the Performance Standards identified in Appendix 1 of the Surveillance Matrix the ratings will be based on subjective and objective data for an overall assessment.

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Performance objectives define the desired outcomes. Performance Standards define the level of service required under the contract to successfully meet the performance objective. The inspection methodology defines how, when, and what will be assessed in measuring performance. The Government performs surveillance, using this QASP, to determine the quality of the contractor's performance as it relates to the performance element standards.

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Task Order Quality Assurance Surveillance Plan (QASP) HQQ147-10-D-0037-0006

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# Appendix 1 - Surveillance Matrix

Performance Objective/Element	Task	Standard/AQL	What	How/Method	Who	Standard Rating
Objective/Element						

1. Delivery of Support	The contractor shall	1. STD: Business	Corrective	On-site periodic	Evaluator	Exceptional: Exceeded expectations and performance/products provided in a
Services for the Ballistic	manage the task order,	Relations/Timeliness - Effective	Action	inspections		manner that created greater efficiency.
Missile Defense System	execute requirements,	Teamwork/Cooperation	Reports		COTR	1. Zero complaints
(BMDS)	deliver services, and			Contractor self-		2. Within 12 hrs of notification and zero late responses
(=====)	provide	AQL: No more than 2 validated	Corrective	reporting	COR	3. Within 12 hrs of notification and zero late responses
Reference	Teamwork/Cooperation:	customer complaints in writing, within	Action Plans	reporting	0010	4. Zero complaints
receivence	Management of	the monthly reporting period / across	Tretton T miles	Customer input	PCO	All: Documented benefits / efficiencies
PWS:	Personnel; Management	all locations	Contractor's	1		
3.1	of Key Personnel; Overall		Monthly	Periodic sampling		Very Good: Performance/products provided at a manner higher than stipulated by
	Task Order Management;	2.STD: Business Relations/Timeliness	Report	- tricari sampang		the contract and expectations of the PCO/COR/COTR/Stakeholders.
	and a Communication	- Management of Personnel	report			1. One complaint
	Plan	AQL: Addresses actions within 24	Financial			2. 24 > action > 12 hrs of notification and zero late responses
		hours of verbal or written notification	Data			3. 24 > action > 12 hrs of notification and zero late responses
		with no more than 1 late response	- Luii			4. One complaint
		within the monthly reporting period /	CPAS Inputs			All: At least 1 documented benefits / efficiencies
		across all locations	Cirio inputo			The second of th
		across an rotations	Written			Satisfactory: : Performance/products fulfilled expectations; met
		3.STD: Management of Key	Accolades			guidelines/standards/AQLs set forth in the PWS
		Personnel/Timeliness – Management	riccomacs			Butternies statutation 1 (22) set total in the 1 · · ·
		of Key Personnel	Written			Marginal: Performance/products did not meet the standard dictated by the TO,
		AOL: Addresses actions within 24	Validated			but were delivered. Corrective action plan in place.
		hours of verbal or written notification	Complaint,			1. 3 but less than 5 complaints
		with no more than 1 late response	defined as a			2. 36 > action > 24 hrs of notification and 2 late responses
		within the monthly reporting period /	formal written			3. 36 > action > 24 hrs of notification and 2 late responses
		across all locations	document			4. 3 but less than 5 complaints
			submitted to			All: Corrective action plan in place
		4. STD: Business	the evaluator,			Time Contective action plant in place
		Relations/Quality/Timeliness –	COTR. COR			Unsatisfactory: Performance/products were unacceptable and have to be
		Overall Task Order Management	or PCO. The			addressed beyond the standard.
			appropriate			1. 5 complaints or more
		AOL: No more than 2 validated	concerned			2. Action > 36 hrs of notification and 3 or more late responses
		customer complaints, in writing,	individuals			3. Action > 36 hrs of notification and 3 or more late responses
		within the monthly reporting period /	will validate			4. 5 complaints or more
		across all locations	the complaint			All: Corrective action plan fails

Performance	Task	Standard/AQL	What	How/Method	Who	Standard Rating
Objective/Element						
2. Effective Small	Small Business utilization	STD: The contractor meets or	Corrective	Contractor self-	Evaluator	Exceptional: Exceeds expectations and have been provided in a manner that

Business Utilization throughout Execution of this Task Order  Reference  PWS: 3.2	on the task order will be evaluated on how well the contractor meets or exceeds the proposed percentage of the total labor cost (minus prime and subcontractor fee) that will go to small businesses as either the prime or first tier subcontract.	exceeds the proposed percentage of small business utilization on the task order as defined above.  AQL: Contractor's proposed percentage of small business utilization.	Action Reports  Corrective Action Plans  Contractor's Monthly Report  CPAS Inputs  Written Accolades  Written Validated Complaint, defined as a formal written document submitted to the evaluator, COTR, COR, or PCO. The appropriate concerned individuals will validate the complaint.	reporting  Customer input  On-site periodic inspections  Track receipt of reports  Analysis of Reports  Periodic sampling  The COR and/or FI/COTR can request additional information twice a year to validate Small Business  Utilization numbers	COTR COR PCO SB Office	created greater efficiency. Exceeds proposed percentage by an additional 5% or greater or proposes and meets a Small Business Utilization of 95% or higher.  EXAMPLE: Proposed 40% Actual 45% Rating Exceptional  Very Good: Expectations are provided at a manner higher than stipulated by the contract and the expectations of the PCO/COR/COTR/Stakeholders.  Exceeds proposed percentage up to 4.99% EXAMPLE: Proposed 40% Actual 43.5% Rating Very Good  Satisfactory: Fulfills expectations: meet guidelines / standards / proposed percentage as set forth  Marginal: Expectations are not meeting the standard dictated by the TO, but are being delivered. Actual percentage < proposed percentage by <5% EXAMPLE: Proposed 40% Actual 37% Rating Marginal  Unsatisfactory: Expectations are unacceptable and have to be addressed beyond the standard and achieving improvement. Actual percentage < proposed percentage by 5% or more EXAMPLE: Proposed 40% Actual 32% Actual 32% Actual 32% Actual 32% Rating Unsatisfactory
Performance Objective/Element	Task	Standard/AQL	What	How/Method	Who	Standard Rating
3. Small Business Utilization, as specified by the "50% rule"	Small Business utilization, as specified by the "50% rule" will be	STD: 50% of all effort at the basic contract level is executed by the small business concern	Corrective Action Reports	On-site periodic inspections	Evaluator COTR	Exceptional: Cumulative Small Business Utilization is 55% or greater of awarded efforts

evaluated at the contract			Contractor self-	1	Very Good: Cumulative Small business Utilization is 51% or greater of awarded
level; however, each task	AQL: Cumulative small business	Corrective	reporting,	COR	efforts
order metric will	utilization is within the percentages	Action Plans			
contribute to the overall			Customer input	PCO	Satisfactory: Cumulative Small Business Utilization is at least
evaluation of the	OASP	Contractor's			42% 1 <sup>st</sup> year
contractor's performance		Monthly	Periodic sampling	SB Office	44% 2 <sup>nd</sup> year
to the 50% rule.			1 0		48% 3 <sup>rd</sup> year
			The COR and/or		49% 4 <sup>th</sup> year
		Financial	FI/COTR can		50% 5 <sup>th</sup> year
		Data	request additional		of awarded efforts
			information twice a		
		CPAS Inputs	year to validate		Marginal: Cumulative Small Business Utilization is at least
			Small Business		41% 1st year
		Written	Utilization numbers		43% 2 <sup>nd</sup> year
		Accolades			47% 3 <sup>rd</sup> year
					48% 4 <sup>th</sup> year
					49% 5th year
					of awarded efforts
					Unsatisfactory: Cumulative Small Business Utilization is less than
					40% 1 <sup>st</sup> year
					42% 2 <sup>nd</sup> year
					46% 3 <sup>rd</sup> year
					47% 4 <sup>th</sup> year
					48% 5th year
					of awarded efforts
	order metric will contribute to the overall evaluation of the contractor's performance	order metric will contribute to the overall evaluation of the contractor's performance	order metric will contribute to the overall evaluation of the contractor's performance to the 50% rule.  utilization is within the percentages identified in the Standard Rating of the QASP  Contractor's Monthly Report  Financial Data  CPAS Inputs  Written	order metric will contribute to the overall evaluation of the contractor's performance to the 50% rule.  Utilization is within the percentages identified in the Standard Rating of the QASP  QASP  Coustomer input  Contractor's Monthly Report  The COR and/or Financial Data  Data  CPAS Inputs  Veritten  Written  Utilization is within the percentages identified in the Standard Rating of the Customer input  Customer input  Customer input  Castemer input  CPAS Inputs  Small Business  Utilization numbers	order metric will contribute to the overall evaluation of the contractor's performance to the 50% rule.  Utilization is within the percentages identified in the Standard Rating of the QASP  Coustomer input  Contractor's Monthly Report  The COR and/or Fi/COTR can request additional information twice a year to validate  Small Business  Written  Valuation Plans  Customer input  Contractor's Monthly Report  The COR and/or Fi/COTR can request additional information twice a year to validate  Small Business  Written

Performance	Task	Standard/AQL	What	How/Method	Who	Standard Rating
Objective/Element		200				
4. Effective management	The contractor shall	1. STD: Cost - Accuracy of reported	Contractor's	Contractor self-	Evaluator	Exceptional: Exceeded expectations and performance/products provided in a
and reporting of cost	provide effective	financial data and analysis	Monthly	reporting		manner that created greater efficiency.
throughout the execution	management and	and the latest the lat	Report		COTR	1. Zero errors
of this task order	reporting of costs, provide	AQL: No more than 2 validated errors		Customer input		2. Zero late or missed deadlines and ahead of scheduled deliverables by at least 5
	cost reports, travel status	within the monthly reporting period	Financial Data		COR	days

Reference	reports and Limitations of			On-site periodic		All: Documented benefits / efficiencies
	Funds letters, impact of	2.STD: Cost - Timely submission of	CPAS Inputs	inspections	FOR	
PWS:	negative labor variances	financial documents (i.e.: cost reports,	Ci ito inputo	Inspections	- OIL	Very Good: Performance/products provided at a manner higher than stipulated by
3.4	and any variance that is	letters, and invoices)	Written	Track receipt of	PCO	the contract and expectations of the PCO/COR/COTR/Stakeholders.
3.4	10% or greater or at least	letters, and invoices)	Validated	reports	rco	1. At least 1 error
		LOT Caladada CC and d		reports		2. Zero late or missed deadlines and some times ahead of scheduled deliverables
		AQL Submission of financial	Complaint,			
		documents in accordance with (IAW)	defined as a	Review Monthly Cost		All: At least 1 documented benefit / efficiency
	basis, final invoice shall	specified deadlines with zero late or	formal written	Report.		
	be submitted within 30	missed deliverables within the monthly	document	a trac assess traces		Satisfactory: Performance/products fulfilled expectations; met
	days of the end of the	reporting period	submitted to	Analyze Monthly		guidelines/standards/AQLs set forth in the PWS
	POP		the evaluator,	Cost Reports		
			COTR, COR or			Marginal: Performance/products did not meet the standard dictated by the TO, but
			PCO. The	Periodic sampling		were delivered. Corrective action plan in place.
			appropriate	1 0		1. 3 but less than 5 errors
			concerned	Review Reports		2. One or more late or missed deliverables
			individuals will			All: Corrective action plan in place
			validate the			1
			complaint.			Unsatisfactory: Performance/products were unacceptable and have to be
			compium.			addressed beyond the standard.
			Travel Status			1. Five (5) errors or more
						2. More than 5 late or missed deliverables
			Report			
						All: Corrective action plan fails

Performance	Task	Standard/AQL	What	How/Method	Who	Standard Rating
Objective/Element		900				
5. Acquisition	The contractor shall	1.STD: Schedule / Timeliness =	Corrective	Contractor self-	Evaluator	Exceptional: exceed expectations and have been provided in a manner that
Processes, Policies,	complete all tasks defined	products and services completed or	Action	reporting		created greater efficiency.
and Associated	under this section of the	delivered on time within assigned	Reports		COTR	1. Zero complaints
	PWS and as defined in the	deadline(s)		Customer input		2. Zero late or missed scheduled events
Training and Tools	Performance Objectives		Corrective		COR	3. Zero corrective event
		AQL: No more than 1 late or missed	Action Plans	On-site periodic		All. Documented benefits / efficiencies
Reference		scheduled event within the monthly		inspections	PCO	

PWS:	reporting period / across all locations	Contractor's Monthly	Periodic sampling	Very Good: expectations are provided at a manner higher than stipulated by the contract and the expectations of the PCO/COR/COTR/Stakeholders.
	2.STD: Quality / Quality =	Report		1. One complaint
3.5	responsive to government needs with			2. One late or missed scheduled events
	products and services that are	CPAS Inputs		3. One corrective event
	comprehensive, accurate, and			All. At least one documented benefits / efficiencies
	compliant	Written		THE STATE OF THE S
		Accolades		Satisfactory: fulfills expectations: meet guidelines / standards / AQL set forth
	AQL: No more than 2 validated			AND THE REST AND THE REST OF T
	customer complaints, in writing,	Written		Marginal: expectations are not meeting the standard dictated by the TO, but are
	within the monthly reporting period /	Validated		being delivered. Corrective action plan in place
	across all locations	Complaint,		1. 3 complaints
	ASSESSMENT AND THAT REPORT OF	defined as a		2. 3 late or missed scheduled events
	3.STD: Quality / Management of	formal written		3. 3 corrective events
	Personnel - Works independently	document		All. Corrective action plan in place
	(minimal Government guidance and	submitted to		
	instruction)	the evaluator,		Unsatisfactory: expectations are unacceptable and have to be addressed beyond
		COTR, COR		the standard.
	AQL: No more than 2 validated	or PCO. The		1. 4 or more complaints
	customer complaints, in writing, within	appropriate		2. 4 or more late or missed scheduled
	the monthly reporting period / across all	concerned		3. 4 or more corrective events
	locations.	individuals		All. Corrective plan fails improvement
		will validate		
		the complaint.		

Performance	Task	Standard/AQL	What	How/Method	Who	Standard Rating
Objective/Element		2002				
6. BMDS Baseline	The contractor shall	1.STD: Schedule / Timeliness =	Corrective	Contractor self-	Evaluator	Exceptional: exceed expectations and have been provided in a manner that
Integration and Reporting	complete all tasks	products and services completed or	Action	reporting		created greater efficiency.
	requested under this	delivered on time within assigned	Reports		COTR	1. Zero complaints
Reference	section of the PWS and as	deadline(s)		Customer input		2. Zero late or missed scheduled events
	defined in Performance		Corrective		COR	3. Zero corrective event
PWS:	Objectives and Key	AQL: No more than 1 late or missed	Action Plans	On-site periodic		All. Documented benefits / efficiencies

	Products Table	scheduled event within the monthly		inspections	PCO	
3.6	Troducto Tuore	reporting period / across all locations	Contractor's	mopeetions	100	Very Good: expectations are provided at a manner higher than stipulated by the
		repering periods and recuired	Monthly	Periodic sampling		contract and the expectations of the PCO/COR/COTR/Stakeholders.
		2.STD: Quality / Quality =	Report			1. One complaint
		responsive to government needs with				2. One late or missed scheduled events
		products and services that are	CPAS Inputs			3. One corrective event
		comprehensive, accurate, and				All. At least one documented benefits / efficiencies
		compliant	Written			
			Accolades			Satisfactory: fulfills expectations: meet guidelines / standards / AQL set forth
		AQL: No more than 2 validated				150 E 50 MM
		customer complaints, in writing,	Written			Marginal: expectations are not meeting the standard dictated by the TO, but are
		within the monthly reporting period /	Validated			being delivered. Corrective action plan in place
		across all locations	Complaint,			1. 3 complaints
			defined as a			2. 3 late or missed scheduled events
		3.STD: Quality / Management of	formal written			3. 3 corrective events
		Personnel - Works independently	document			All. Corrective action plan in place
		(minimal Government guidance and	submitted to			207 1930 1 10 10 10 10 10 10 10
		instruction)	the evaluator,			Unsatisfactory: expectations are unacceptable and have to be addressed beyond
			COTR, COR			the standard.
		AQL: No more than 2 validated	or PCO. The			1. 4 or more complaints
		customer complaints, in writing, within	appropriate			2. 4 or more late or missed scheduled
		the monthly reporting period / across all	concerned			3. 4 or more corrective events
		locations.	individuals			All. Corrective plan fails improvement
			will validate			
			the complaint.			
					1	

Performance	Task	Standard/AQL	What	How/Method	Who	Standard Rating
Objective/Element		1 10 20 10 10 10 10 10 10 10 10 10 10 10 10 10	201000000			9/9.32.31.00.51.90.71.50.2/33.00.31.47.7/2
7. Acquisition Planning	The contractor shall	1.STD: Schedule / Timeliness =	Corrective	Contractor self-	Evaluator	Exceptional: exceed expectations and have been provided in a manner that
0.00, 0.00 0.000 0.000 0.000 0.000 0.000 0.000	complete all tasks	products and services completed or	Action	reporting		created greater efficiency.
Reference	requested under this	delivered on time within assigned	Reports		COTR	1. Zero complaints
100000000000000000000000000000000000000	section of the PWS and as	deadline(s)		Customer input		2. Zero late or missed scheduled events
PWS:	defined in Performance		Corrective		COR	3. Zero corrective event
	Objectives and Key	AQL: No more than 1 late or missed	Action Plans	On-site periodic		All. Documented benefits / efficiencies
3.7	Products Table	scheduled event within the monthly		inspections	PCO	

reporting period / across all location		David dia annualian	Very Good: expectations are provided at a manner higher than stipulated by the
	Monthly	Periodic sampling	contract and the expectations of the PCO/COR/COTR/Stakeholders.
2.STD: Quality / Quality =	Report		1. One complaint
responsive to government needs wit			2. One late or missed scheduled events
products and services that are	CPAS Inputs		3. One corrective event
comprehensive, accurate, and			All. At least one documented benefits / efficiencies
compliant	Written		
	Accolades		Satisfactory: fulfills expectations: meet guidelines / standards / AQL set forth
AQL: No more than 2 validated			
customer complaints, in writing,	Written		Marginal: expectations are not meeting the standard dictated by the TO, but are
within the monthly reporting period			being delivered. Corrective action plan in place
across all locations	Complaint,		1. 3 complaints
across an rotations	defined as a		2. 3 late or missed scheduled events
3.STD: Quality / Management of	formal written		3. 3 corrective events
Personnel - Works independently	document		All. Corrective action plan in place
			All. Corrective action plan in place
(minimal Government guidance and			
instruction)	the evaluator,		Unsatisfactory: expectations are unacceptable and have to be addressed beyond
	COTR, COR		the standard.
AQL: No more than 2 validated	or PCO. The		1. 4 or more complaints
customer complaints, in writing, with			2. 4 or more late or missed scheduled
the monthly reporting period / across	all concerned		3. 4 or more corrective events
locations.	individuals		All. Corrective plan fails improvement
	will validate		

Performance	Task	Standard/AQL	What	How/Method	Who	Standard Rating						
Objective/Element						97 (50.00) (60.00) (60.00) (60.00) (60.00) (60.00)						
8.Acquisition Operational	The contractor shall	1.STD: Schedule / Timeliness =	Corrective	Contractor self-	Evaluator	Exceptional: exceed expectations and have been provided in a manner that						
Requirements	complete all tasks	products and services completed or	Action	reporting		created greater efficiency.						
	requested under this	delivered on time within assigned	Reports		COTR	1. Zero complaints						
	section of the PWS and as	deadline(s)		Customer input		2. Zero late or missed scheduled events						
Reference	defined in Performance	1000	Corrective		COR	3. Zero corrective event						
	Objectives and Key	AQL: No more than 1 late or missed	Action Plans	On-site periodic		All. Documented benefits / efficiencies						
PWS:	Products Table	scheduled event within the monthly		inspections	PCO							
		reporting period / across all locations	Contractor's			Very Good: expectations are provided at a manner higher than stipulated by the						
3.8			Monthly	Periodic sampling		contract and the expectations of the PCO/COR/COTR/Stakeholders.						
		2.STD: Quality / Quality =	Report			1. One complaint						

responsive to government need products and services that are comprehensive, accurate, and compliant  AQL: No more than 2 validate customer complaints, in writing within the monthly reporting pe across all locations  3.STD: Quality / Management Personnel - Works independent (minimal Government guidanc instruction)  AQL: No more than 2 validated customer complaints, in writing, the monthly reporting period / ac locations.	CPAS Inputs  Written Accolades  d g. Written Validated Complaint, defined as a formal written document submitted to the evaluator, COTR, COR or PCO. The awithin	2. One late or missed scheduled events 3. One corrective event All. At least one documented benefits / efficiencies  Satisfactory: fulfills expectations: meet guidelines / standards / AQL set forth  Marginal: expectations are not meeting the standard dictated by the TO, but are being delivered. Corrective action plan in place 1. 3 complaints 2. 3 late or missed scheduled events 3. 3 corrective events All. Corrective action plan in place  Unsatisfactory: expectations are unacceptable and have to be addressed beyond the standard. 1. 4 or more complaints 2. 4 or more late or missed scheduled 3. 4 or more corrective events All. Corrective plan fails improvement
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Performance	Task	Standard/AQL	What	How/Method	Who	Standard Rating
Objective/Element						
9. Small Business	The contractor shall	1.STD: Schedule -Timeliness = products	Corrective	Contractor self-	Evaluator	Exceptional: exceed expectations and have been provided in a manner that
Programs Support	complete all tasks	and services completed or delivered on time	Action	reporting		created greater efficiency.
5 555	defined under this	within assigned deadline(s)	Reports	1.0	COTR	1. Zero compliant
	section of the PWS			Customer input		2. Zero late or missed scheduled event
Reference	and as defined in the	AQL: No more than 1 late or missed	Corrective		COR	3. Zero corrective event
	Performance	scheduled event within the monthly	Action Plans	On-site periodic		4. Zero issues with product(s) or services availability and delivered ahead of
PWS:	Objectives	reporting period / across all locations		inspections	PCO	schedule
5001 000000000			Contractor's			All. Documented benefits / efficiencies
3.9		2.STD: Quality - Quality = responsive to	Monthly	Periodic sampling		
		government needs with products and	Report			Very Good: expectations are provided at a manner higher than stipulated by the
		services that are comprehensive, accurate,				contract and the expectations of the PCO/COR/COTR/Stakeholders.

and compliant	CPAS Inputs	1. Zero complaint
and compliant	Ci i is inputs	2. One late or missed scheduled events
AOL: No more than 1 validated customer	Written	3. One corrective event
complaints, in writing, within the monthly	Accolades	4. Zero issue with product(s) or services availability
reporting period / across all locations	Accolades	All. At least one documented benefits / efficiencies
reporting period / across air rocations	Written	All. A least the documented beliefts? efficiences
3.STD: Quality / Management of Personnel		Satisfactory: fulfills expectations: meet guidelines / standards / AQL set forth
- Works independently (minimal	Complaint,	Satisfactory, runnis expectations, meet guidelines / standards / AQL set form
Government guidance and instruction)	defined as a	Marginal: expectations are not meeting the standard dictated by the TO, but are
Government guidance and instruction)	formal written	being delivered. Corrective action plan in place
AOL: No more than 1 validated customer	document	1. 2 complaints
complaints, in writing, within the monthly		2. 2 late or missed scheduled events
	submitted to	
reporting period / across all locations	the evaluator,	3. 2 corrective events
	COTR, COR	4. 2 issues with product(s) or services availability
<b>4.STD</b> : Schedule / Availability = products	or PCO. The	All. Corrective action plan in place
and services are available within required	appropriate	
timeline.	concerned	Unsatisfactory: expectations are unacceptable and have to be addressed beyond
	individuals	the standard.
AQL: No more than 1 late or missed	will validate	1. 3 or more complaints
scheduled event within the monthly	the complaint.	2. 3 or more late or missed scheduled
reporting period / across all locations		3. 3 or more corrective events
		4. 3 or more issues with product or services availability
		All. Corrective plan fails improvement



### Full and Open (F&O)

Missile Defense Agency Engineering and Support Service (MiDAESS)
Task Order Quality Assurance Surveillance Plan (QASP)
Integration Synchronization Group / DP-01-13
4 October 2012

### **Functional Vision**

The Integration Synchronization Center (ISC) and Change Management Directorate (DPC) under the guidance of the Program Executive for Programs and Integration (DP) organization manages the Ballistic Missile Defense System (BMDS) program control and change management process for establishing and changing BMDS Baselines at either an Integration Synchronization Group (ISG) or Program Change Board (PCB).

### 1. Administrative Data

Date: 19 Jan 2013

Functional Capability Group: #2, Acquisition Support

Functional Area: Business and Financial Management (DOB)

CLIN: 0011, Option year CLIN: 1011, Option year 2 CLIN: 2011

Task Order Title/No.: Integration Synchronization Group/DP-01-13

Base Period of Performance: Start Date: 19 Jan 2013. End Date: 18 Jan 2014.

Option 1: 19 Jan 2014 through 18 Jan 2015 Option 2: 19 Jan 2015 through 18 Jan 2016

## 2. Purpose

This Quality Assurance Surveillance Plan (QASP) is a Government developed guideline to ensure systematic quality assurance methods are used in performance-based services contracts and any subsequent task orders issued for the Missile Defense Agency (MDA) Advisory and Assistance Services (A&AS) program. This program will be centrally managed by the Missile Defense Agency Engineering and Support Services (MiDAESS) Program Office (MS).

The QASP establishes procedures on how this assessment/inspection process will be conducted. It specifies all work requiring surveillance and the method of surveillance, such as:

- What will be monitored;
- How monitoring will take place;
- Who will conduct the monitoring; and
- How monitoring efforts and results will be documented.

The contractor is responsible for implementing and delivering performance that meets contract standards using its Quality Control Plan (QCP). The QASP provides the structure for the Government's surveillance of the contractor's performance to assure that it meets contract standards. It is the Government's responsibility to be objective, fair and consistent in evaluating contractor performance.

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The Government will provide a copy of the QASP to the contractor to facilitate open communication. In addition, the QASP should recognize that unforeseen or uncontrollable circumstances might occur that are outside the control of the contractor.

Bottom line, the QASP should ensure early identification and resolution of performance issues to minimize impact on mission performance.

# 3. Authority

Authority for issuance of this QASP is provided under Part 46.4 of the Federal Acquisition Regulation, Government Contract Quality Assurance, which provides for inspection, acceptance and documentation of the service called for in the contract or order. This acceptance is to be executed by the Procuring Contracting Officer (PCO) or a duly authorized representative.

# 4. Scope

To fully understand the roles and responsibilities of the parties, it is important to first define the distinction in terminology between the QCP and the QASP. The contractor, through their QCP, is responsible for management and quality control actions necessary to meet the quality standards set forth by the order.

The QASP on the other hand establishes Government surveillance oversight of the contractor's efforts to assure that they are timely, effective, and are delivering the results specified in the task order.

# 5. Government Resources and Responsibilities

The Government is responsible for implementing this QASP through MS. The MS Program Manager is responsible for all advisory and assistance services agency-wide and manages all related activities. The MS PCO is the only person authorized to enter into, administer, or terminate contract actions for this program. The Government resources under this QASP and associated responsibilities are identified below:

# 5.1. Procuring Contracting Officer (PCO)

A person duly appointed with the authority to enter into, administer, or terminate contract actions such as basic awards or task orders and make related determinations and findings on behalf of the Government.

# **5.2.** Contracting Officer's Representative (COR)

An individual designated in writing by the PCO to act as the authorized representative to assist in the administration of specific contracts, as specified by appointment. The source of authority for the COR is the PCO. The COR is a full-time Government employee assigned to MS. The COR position shall be executed by those designated as a full time MiDAESS COR. This individual will be dedicated to the day-to-day management of one or more MiDAESS contracts.

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### 5.3. CLIN Contracting Officer Technical Representative (COTR)

An individual designated in writing by the PCO to act as the authorized representative to assist in the administration of specific contract line items as specified by appointment. The CLIN COTR is a full-time Government employee assigned to MS. The CLIN COTR position shall be executed by the full-time functional representative assigned as "Functional Integrator (FI)" to provide daily support for the MiDAESS program. This ensures understanding and expertise from both technical requirements and CLIN COTR perspectives.

# 5.4. Task Order (TO) Contracting Officers Technical Representative (COTR)

An individual designated in writing by the PCO to act as the authorized representative to assist the CLIN COTR with the administration, execution and management of a specific task orders, as specified by appointment letter. The TO COTR shall be a Government employee in the functional organization responsible for supporting the CLIN COTR in the management of all day-to-day tasks associated with the execution of the assigned Task Order (s). The TO COTR shall not perform any contractual functions, but shall act as the functional subject matter expert for all changes in requirements and the assessment of daily performance throughout the execution of the contract.

# 5.5. Acquisition Manager

An individual designated by the MS Program Manager to ensure compliance with acquisition policies, processes and procedures. The Acquisition Manager shall not perform any contractual functions, but shall act as the acquisition subject matter expert for all changes in requirements throughout the execution of the contract. The Acquisition Manager will support the TO COTR, COR and PCO in the development of all acquisition documents.

### 5.6. Customer

An individual defined as a stakeholder, functional manager, MiDAESS Program Office personnel acting in the capacity of a stakeholder and/or other Government personnel with oversight responsibilities.

# 6. MiDAESS Surveillance

The below listed methods of surveillance will be used in the administration of this QASP and all pertinent data collected will be stored in the MiDAESS Evaluators Contractor Performance Assessment System (CPAS):

 Customer Feedback. Customer feedback will be obtained from inputs provided into the CPAS application. Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be in CPAS as part of the surveillance report, and submitted to the TO COTR.

- 2. **100% Inspection.** The 100% inspection method will be conducted if and when specified in an individual task orders. For the objectives identified and included in this QASP, inspections may be performed by the TO COTR or other Technical Evaluator.
- 3. **Periodic Inspection.** Periodic inspections will be conducted if and when specified in an individual task orders. For the objectives identified in this QASP, the inspection may be performed by the TO COTR or other Technical Evaluator.
- 4. **Random Monitoring.** Random monitoring will be conducted if and when specified in an individual task orders. For the objectives identified in this QASP, random monitoring shall be performed by the TO COTR or other Technical Evaluator.

# 6.1. MiDAESS Quality Performance Standards

Assessments will be based on both objective and subjective data and information, such as functional and program performance evaluations and feedback, customer comments, quality of products, and general technical interchange and engagement with other Government and contractor personnel.

The principal goal of the MiDAESS assessment process is the establishment of a performance measures and feedback process that supports the execution of the Contractor Performance Assessment Reporting System (CPARS) process. The MiDAESS assessment will be:

- a. Accurate: All assessment data collected must be reflective of actual contractor performance.
- b. **Fair**: The assessment must be based on known baseline requirements and approved contract/task changes executed by modification.
- c. **Comprehensive**: Data shall be comprehensive enough to facilitate identification of shortfall root causes (not just the fact that a shortfall exist).
- d. Relevant: Data must be reflective of those quality assessment areas identified in the Performance Work Statement (PWS); based on objectives, standards, and assessment frequency understood by all parties.
- e. **Repeatable**: The processes, forms, analysis methodology, and reporting must be consistent across all MiDAESS contracts and task orders throughout the life of this effort.
- f. **Timely**: Assessment reporting cycle must remain consistent across all MiDAESS contracts to ensure timely notification of issues and to enable timely resolution.

Five (5) principal ratings have been established for assessment of all performance objectives. Below are the ratings along with examples for each.

- 1. Exceptional: Performance meets contractual requirements and exceeds many to the Governments benefit. The contractual performance of the task and sub-task being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
- 2. Very Good: Performance meets contractual requirements and exceeds some to the Governments benefit. The contractual performance of the task and sub-task being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
- 3. Satisfactory: Performance meets contractual requirements. The contractual performance of the task and sub-task contain some minor problems for which corrective actions taken by the contractor appear to be or were satisfactory.
- 4. Marginal: Performance does not meet contractual requirements. The contractual performance of the task and sub-task being assessed reflect a serious problem for which the contractor has not yet identified corrective actions. The contractors proposed actions appear only marginally effective or were not fully implemented.
- 5. Unsatisfactory: Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the task or sub-task contains a serious problem(s) for which the contractor's actions appear or were ineffective.

Data on each of the performance objectives will be consolidated monthly by the program office and documented in a "MiDAESS Performance Assessment Report". The monthly report will be reviewed with the contractor. This consolidated report will provide primary input to the annual Contractor Performance Assessment Report (CPAR).

# 6.2 Small Business Utilization - Full and Open

1. <u>Small Business Utilization</u>: Small Business utilization on the task order will be evaluated on how well the contractor meets or exceeds the proposed percentage of the total labor cost (minus prime and subcontractor fee) that will go to small businesses as either the prime or first tier subcontractor.

Small Business utilization is defined as the small business prime contractor's total labor cost (minus prime and subcontractor fee) plus any total labor cost (minus fee) to small businesses as a first tier subcontractor on the task order. Labor cost is defined as the total fully burdened labor without fee and does not include any ODC or travel charges.

Refer to Attachment 8, Monthly Status Report for example of reporting Small Business Utilization.

2. <u>Small Business Subcontracting Plan</u>: Utilization of Small Business, as specified by the Small Business Subcontracting Plan will be evaluated at the **basic contract level**; however, each task order metric will contribute to the overall evaluation of the contractor's performance against the Small Business Subcontracting Plan included in the basic contract.

Refer to Attachment 8, Monthly Status Report for example of reporting Small Business Subcontracting Plan.

# 6.3. Data Collection & CPARS Crosswalk

CPARS Crosswalk	Performance Objectives	Primary Data Collection Point
<ul><li> Quality</li><li> Schedule (Timeliness)</li></ul>	OBJ 1. Delivery of Support Services for the BMDS	COR, COTR, PCO, CS, BFM, Stakeholders
<ul> <li>Business Relations</li> <li>Management of Key Personnel</li> </ul>		
Small Business Utilization	OBJ 2. Effective Small Business Utilization throughout Execution of this Task Order	CTR, COR
Small Business Utilization	OBJ 3. Utilize Small Business as specified by the Small Business Subcontracting Plan	CTR, COR
• Cost	OBJ 4. Effective management and reporting of cost throughout execution of this task order	CTR, BFM
<ul><li> Quality</li><li> Schedule</li></ul>	OBJ 5 thru OBJ 7. Technical Objectives as identified in the PWS	Evaluators, COTR

### 6.4. Surveillance Matrix

The Surveillance Matrix (Appendix 1) is the list of performance objectives and standards that must be performed by the contractor. This matrix details the method of surveillance the TO COTR will use to validate and inspect these performance elements. Inspection of each element will be documented using primarily the CPAS Tool.

In conjunction with paragraph 6.1 and the metrics within the Performance Standards identified in Appendix 1 of the Surveillance Matrix the ratings will be based on subjective and objective data for an overall assessment.

Performance objectives define the desired outcomes. Performance Standards define the level of service required under the contract to successfully meet the performance objective. The inspection methodology defines how, when, and what will be assessed in measuring performance. The Government performs surveillance, using this QASP, to determine the quality of the contractor's performance as it relates to the performance element standards.

HQ0147-10-D-0019-0002Missile Defense Agency Engineering and Support Service (MiDAESS)

Task Order Quality Assurance Surveillance Plan (QASP)

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Appendix 1 - Surveillance Matrix

Standard Rating Who How/Method What Standard/AQL Task Objective/Element Performance

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# HQ0147-10-D-0019-0002Missile Defense Agency Engineering and Support Service (MiDAESS) Task Order Quality Assurance Surveillance Plan (QASP) RTOP DP-01-13 4 October 2013

Standard Rating	Exceptional: Exceed expectations and have been provided in a manner that created greater efficiency	1. Zero complaints	2. Within 12 hrs of notification and zero late responses	3. Within 12 hrs of notification and zero late responses	4. Zero complaints	All: Documented benefits / efficiencies	Very Good: Expectations are provided at a manner	higher than stipulated by the contract and the	expectations of the PCO/COR/COTR/Stakeholders.	1. One complaint	<b>2.</b> 24 > action > 12 hrs of notification and zero late	responses  3. 24 > action > 12 hrs of notification and zero late	responses	4. One complaint	All: At least 1 documented benefits / efficiencies		Satisfactory: Fulfills expectations: meet guidelines /	standards / AQL set forth		Marginal: Expectations are not meeting the standard	dictated by the TO, but are being delivered. Corrective	action plan in place	1. 3 but less than 5 complaints	2. 36 > action > 24 hrs of notification and 2 late	responses	3. 36 > action > 24 hrs of notification and 2 late	responses	4. 5 out less than 5 complaints	All: Corrective action plan in place	T	Unsatisfactory: Expectations are unacceptable and	1 \$ complaints or more	2. Action > 36 hrs of notification and 3 or more late	responses	3. Action > 36 hrs of notification and 3 or more late	responses	4. 5 complaints or more	All: Corrective action plan fails
Who	Evaluator	COTR		COR	000	PCO																																
How/Method	On-site periodic	anonadam.	Contractor self-	reporting		Customer input	Periodic sampling																															
What	Corrective	Reports		Corrective	Action Plans	Contractor's	Monthly	Report		Financial	Data	CPAS Inputs	-	Written	Accolades		Written	Validated	Complaint,	defined as a	formal	written	document	submitted to	the evaluator,	COTR, COR	or PCO. The	appropriate	concerned	individuals	will validate	ine in	compiaint.					
Standard/AQL	1. STD: Business Relations/Timeliness	Effective	Teamwork/Cooperation		I. AQL: No more than 2	vandated customer complaints in writing within	the monthly reporting period /	across all locations		2.STD: Business	Kelations/Timeliness -	2. AOL: Addresses actions	within 24 hours of verbal or	written notification with no	more than 1 late response	within the monthly reporting	period / across all locations		3.STD: Management of Key	Personnel/Timeliness -	Management of Key	Personnel	3. AQL: Addresses actions	within 24 hours of verbal or	written notification with no	more than I late response	within the monthly reporting	period / across all locations		4. STD: Business	Overall Tack Order	Management	inamagement.	4. AOL: No more than 2	validated customer	complaints, in writing, within	the monthly reporting period /	across all locations
Task	The contractor shall manage	requirements, deliver	services, and provide	Teamwork/Cooperation;	Management of Personnel;	Management of Key Personnel: Overall Task	Order Management; and a	Communication Plan																														
Performance Objective/Element	1. Delivery of Support Services for the Ballistic	Missile Defense System	(BMDS)	Reference	DIM.	7ws:																																

HQ0147-10-D-0019-0002Missile Defense Agency Engineering and Support Service (MiDAESS)

Task Order Quality Assurance Surveillance Plan (QASP)

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Objective/Element	Tash .	Standard/AQL	What	How/Method	Who	Standard Rating
2. Effective Small Business Hilization throughout	Small Business	1. STD: The contractor	Corrective	Contractor self-	Evaluator	Exceptional: Exceed expectations and have been provided in a manner that created greater efficiency
Execution of this Task	order will be evaluated	proposed percentage of	Reports	Simpodar	COTR	Exceeds proposed percentage by an additional 5% or greater
	on how well the	small business	•	Customer input		
	contractor meets or	utilization on the task	Corrective		COR	EXAMPLE:
	exceeds the proposed	order as defined above.	Action Plans	On-site periodic	000	peq
	percentage of the total			inspections	PCO	
	labor cost (minus prime	I. AQL:	Contractors	Trook reasint of	SD Office	Kating Exceptional
	that will as to small	1 bDrroposed	Ponent	Hack receipt of	SD OILICE	Now Cood. Bungatolione and mounded at a mountain
	husinesses as either the	percentage to be	nepon	reports		than stimulated by the contract and the expectations of the
	prime or first tier	contract award	CPAS Inputs	Analysis of		PCO/COR/COTR/Stakeholders.
	subcontract.	within the monthly	1	Reports		Exceeds proposed percentage up to 4.99%
		reporting period / across	Written			EXAMPLE:
		all locations	Accolades	Periodic sampling		eq
			Weitten	The COD and/or		Actual 45.2%
			Written	The COR and/or		Kaling very Good
			Validated	FI/COIR can		
			Complaint,	request additional		Satisfactory: Fulfills expectations: meet guidelines /
			formal unitten	information twice		standards / proposed percentage as set forth
			dominal without	Small Dusings		Managed, Transactions and martiness the standard distance
			submitted to	Utilization		Marginal: Expectations are not meeting the standard dictated by the TO but are being delivered.
			submitted to	Cunzauon		by the 10, but are being the livered.
			the evaluator,	numbers		Actual percentage < proposed percentage by <5%
			COTR, COR,			1
			or PCO. The			eq
			appropriate			Actual 37%
			concerned			Rating Marginal
			individuals			4 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
			will validate			Unsatisfactory: Expectations are unacceptable and have to be
			the complaint.			addressed beyond the standard and achieving improvement.
						Actual percentage < proposed percentage by 3% of more
						1
						eq
						Rating Unsatisfactory
Performance Objective/Element	Task	Standard/AQL	What	How/Method	Who	Standard Rating
000000	Cmoll Durings	1 crn. cp The	Commontano	On cities assisted	Evoluator	Descriptional Broads grown I more about his on a different
s. Utilize small business, as specified by the Small	small business utilization, as specified	contractor meets or	Action	Un-site periodic inspections	Evaluator	Exceptional: Exceeds overall proposed goals by an additional 5% or greater + meets or exceeds all sub-categories.
specified by the Small	utilization, as specified	contractor meets or	Action	inspections		b% or greater + meets or exceeds a

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																														_
	Very Good: Exceeds overall proposed goals up to 4.99% +	meets all sub-categories.		Satisfactory: Cumulative Small Business Utilization and sub-	category goal performance is within:	10% (1 <sup>st</sup> year)	7% (2 <sup>nd</sup> year)	3% (3 <sup>rd</sup> year)	1% (4 <sup>th</sup> year)	Meets (5 <sup>th</sup> year)		Marginal: Cumulative Small Business utilization is within:		10% (1 <sup>st</sup> year)	7% (2 <sup>nd</sup> year)	3% (3 <sup>rd</sup> year)	1% (4 <sup>th</sup> year)	Meets (5 <sup>th</sup> year)	Additionally, meets the above percentages in at least 3 of 5	sub-categories	Unsatisfactory: Cumulative Small Business utilization expectations are unaccentable and have to be addressed	beyond the standard.	Cumulative Small Business utilization is Not within:	10% (1 <sup>st</sup> vear)	7% (2 <sup>nd</sup> vear)	3% (3 <sup>rd</sup> vear)	1% (4 <sup>th</sup> vear)	Does not meet 5 <sup>th</sup> vear	Or the above percentages are not met for at least 3 of 5 sub-	categories
COTR		COR	1	PCO		SB Office																								
	Contractor self-	reporting,		Customer input		Periodic sampling		The COR and/or	FI/COTR can	request additional	information twice	a year to validate	Small Business	Utilization	numbers															
Reports	•	Corrective	Action Plans		Contractor's	Monthly	Report	T <sub>S</sub>	Financial Data		CPAS Inputs		Written	Accolades																
exceeds the proposed	percentage of small	business utilization at the	basic contract level.		1. AQL: See Standard	Rating	9																							
by the Small Business	ΙΞ	be evaluated at the	contract level; however,	each task order's metrics	will contribute to the	overall evaluation of the	contractor's performance	against the Small	Business Subcontracting	Plan included in the basic	contract																			
Business Subcontracting	Plan.		Reference		PWS:	3.3																								

Performance Objective/Element	Task	Standard/AQL	What	How/Method	Who	Standard Rating
4. Effective management	The contractor shall	1. STD: Cost - Accuracy	Contractor's	Contractor self-	Evaluator	Exceptional: Exceed expectations and have been provided in a
and reporting of cost	provide effective	of reported financial data	Monthly	reporting		manner that created greater efficiency.
throughout the execution of	management and	and analysis	Report		COTR	1. Zero errors

thic tack order	raporting of costs			Customer innut		2 Zaro late or missed deadlines and ahead of schadulad
	provide cost reports	1. AOL: No more than 2	Financial Data	and margina	COR	deliverables by at least 5 days
Reference	travel status reports and	validated errors within the		On-site periodic		All: Documented benefits / efficiencies
	Limitations of Funds	monthly reporting period	CPAS Inputs	inspections	FOR	
PWS:	letters, impact of		•	•		Very Good: Expectations are provided at a manner higher than
3.4	negative labor variances 2.STD: Cost - Timely	2.STD: Cost - Timely	Written	Track receipt of	PCO	stipulated by the contract and the expectations of the
	and any variance that is	submission of financial	Validated	reports		PCO/COR/COTR/Stakeholders.
	10% or greater or at	documents (i.e.: cost	Complaint,			1. At least 1 error
	least \$100K. Invoices	reports, letters, and	defined as a	Review Monthly		2. Zero late or missed deadlines and some times ahead of
	are submitted on a	invoices)	formal written	Cost Report.		scheduled deliverables
	monthly basis, final	20 10 10 10 10 10 10 10 10 10 10 10 10 10	document	100 0 100 0		All: At least 1 documented benefit / efficiency
	invoice shall be	2. AQL: Submission of	submitted to	Analyze Monthly		
	submitted within 30	financial documents in	the evaluator.	Cost Reports		Satisfactory: Fulfills expectations: meet guidelines / standards
	days of the end of the	accordance with (IAW)	COTR. COR			/ AQL set forth
	POP	specified deadlines with	or PCO. The	Periodic sampling		
		zero late or missed	appropriate	g		Marginal: Expectations are not meeting the standard dictated
		deliverables within the	concerned	Review Reports		by the TO, but are being delivered. Corrective action plan in
		monthly reporting period	individuals	6		place
			will validate			1. 3 but less than 5 errors
			the complaint.			2. One or more late or missed deliverables
			10000000000000000000000000000000000000			All: Corrective action plan in place
			Travel Status			
			Report			Unsatisfactory: Expectations are unacceptable and have to be
						addressed beyond the standard.
						1. Five (5) errors or more
						2. More than 5 late or missed deliverables
						All: Corrective action plan fails

t How/Method Who Standard Rating	tor	COTR   1. 98% - 100% Work completed within assigned deadline:
What	Corrective Action Reports	
Standard/AQL	1. STD: Responsiveness – Work completed within	assigned deadlines
Task	The contractor shall develop, support and	deliver ISG and PCB
Performance Objective/Element	5. ISG Secretariat Support	Reference

2. Work completed with greater than 95% accuracy	All Doommantad hanafite / afficianciae	An. Documented ochems/ chickeners	Very Good: Performance/products expectations are provided at	a manner higher than stipulated by the contract and the	expectations of the PCO/COR/COTR/Stakeholders.	1. 96% - 97% Work completed within assigned deadlines	2. Work completed with 91% - 94% accuracy		All. At least one documented benefits / efficiencies		Satisfactory: Performance/products fulfills expectations: meet	guidelines / standards / AQL set forth		Marginal: Performance/products expectations are not meeting	the standard dictated by the TO, but are being delivered.	Corrective action plan in place	1. 94% - 90% Work completed within assigned deadlines	2. Work completed with \$5% - 89% accuracy		All. Corrective action plan in place		Unsatisfactory: Performance/products expectations are	unacceptable and have to be addressed beyond the standard.	1. Less than 90% work completed within assigned deadlines	2. Work completed with less than 85% accuracy	All. Corrective plan failed to provide improvement
800	COK	PCO																								
Customer input	On cite nariodio	inspections	1	Periodic sampling																						
Corrective	Action Plans	Contractor's	Monthly	Report		CPAS Inputs		Written	Accolades		Written	documentation	such as	ISG/PCB	Notes	ISG/PCR	Read-Aheads	Daily Updates,	Decision	Memos and	Ad-Hoc	Reports	•			
	1. AQL: 95% of work	assigned deadlines	o	2.STD: Technical	Accuracy - Maintain and	provide services and	documentation with	minimal rework		2. AQL: Work completed	with 90% accuracy															
notes, decision memos,	read-aheads, daily	Hoc reports.	•																							
	Pws:	3.5																								

Performance Objective/Element	Task	Standard/AQL	What	How/Method	Who	Standard Rating
6. Topic Development and	The contractor shall	1. STD: Responsiveness –	Corrective	ntractor self-	Evaluator	Exceptional: Performance/products exceeded expectations and
Change Request Analysis in	develop, support and	Work completed within	Action Reports rep	reporting		have been provided in a manner that created greater efficiency.
Support of ISGs and PCBs	deliver Pre-ISG Triage	assigned deadlines	C		COTR	1. 98% - 100% Work completed within assigned deadlines

100	Spot reports as well as		Corrective	Customer input		2. Work completed with greater than 95% accuracy
Reference	Pre-ISG summary	1. AQL: 95% of work	Action Plans	8	COR	
	reports.	completed within		On-site periodic		All. Documented benefits / efficiencies
PWS:		assigned deadlines	Contractor's	inspections	PCO	
3 3			Monthly			Very Good: Performance/products expectations are provided at
3.6			Report	Periodic sampling		a manner higher than stipulated by the contract and the
		Accuracy - Maintain and				expectations of the PCO/COR/COTR/Stakeholders.
		provide services and	CPAS Inputs			1. 96% - 97% Work completed within assigned deadlines
		documentation with	12			2. Work completed with 91% - 94% accuracy
		minimal rework	Written			
			Accolades			All. At least one documented benefits / efficiencies
		2. AQL: Work completed				
		with 90% accuracy	Written			Satisfactory: Performance/products fulfills expectations: meet
			documentation			guidelines / standards / AQL set forth
			such as Triage			
			Spot reports			Marginal: Performance/products expectations are not meeting
			and Pre-ISG			the standard dictated by the TO, but are being delivered.
			Assessment			Corrective action plan in place
			Reports			1. 94% - 90% Work completed within assigned deadlines
			enodovi			2. Work completed with 85% - 89% accuracy
						All. Corrective action plan in place
						Unsatisfactory: Performance/products expectations are
						unacceptable and have to be addressed beyond the standard.
						1. Less than 90% work completed within assigned deadlines
						2. Work completed with less than 85% accuracy
						All. Corrective plan failed to provide improvement

Performance	Task	Standard/AQL	What	How/Method	Who	Standard Rating
Objective/Element						
7. ISC Operations Support	The contractor shall	1. STD: Responsiveness –	Corrective	Contractor self-	Evaluator	Exceptional: Performance/products exceeded expectations and
	develop,, support and	Work completed within	Action Reports	reporting		have been provided in a manner that created greater efficiency.
Reference	deliver Directives and	assigned deadlines			COTR	<ol> <li>98% - 100% Work completed within assigned deadlines</li> </ol>

Very Good: Performance/products expectations are provided at Marginal: Performance/products expectations are not meeting the standard dictated by the TO, but are being delivered. Satisfactory: Performance/products fulfills expectations: meet 1. Less than 90% work completed within assigned deadlines unacceptable and have to be addressed beyond the standard. 1. 96% - 97% Work completed within assigned deadlines 1. 94% - 90% Work completed within assigned deadlines Unsatisfactory: Performance/products expectations are a manner higher than stipulated by the contract and the 2. Work completed with greater than 95% accuracy All. At least one documented benefits / efficiencies expectations of the PCO/COR/COTR/Stakeholders. All. Corrective plan failed toprovide improvement 2. Work completed with less than 85% accuracy 2. Work completed with 91% - 94% accuracy 2. Work completed with 85% - 89% accuracy All. Documented benefits / efficiencies guidelines / standards / AQL set forth All. Corrective action plan in place Corrective action plan in place PCO COR Periodic sampling On-site periodic Customer input nspections Directives and Procedures Corrective Action Plans Contractor's Monthly CPAS Inputs Calendar and nanagement Accolades Written Report Portal 2. AQL: Work completed Accuracy - Maintain and 1. AQL: 95% of work provide services and documentation with assigned deadlines with 90% accuracy 2.STD: Technical completed within minimal rework Procedure updates PWS:



### 1. CLEARANCE AND SAFEGUARDING **DEPARTMENT OF DEFENSE** a. FACILITY CLEARANCE REQUIRED CONTRACT SECURITY CLASSIFICATION SPECIFICATION SECRET b. LEVEL OF SAFEGUARDING REQUIRED (The requirements of the DoD Industrial Security Manual apply to all aspects of this effort) NONE 2. THIS SPECIFICATION IS FOR: (X and complete as applicable) 3. THIS SPECIFICATION IS: (X and complete as applicable) Date (YYYYMMDD) a. PRIME CONTRACT NUMBER $\boxtimes$ $\boxtimes$ HO0147-10-D-0019 TO 0004 20120102 Date (YYYYMMDD) b. SUBCONTRACT NUMBER b. REVISED (Supersedes Revision No. all previous specs) Ш c. SOLICITATION OR OTHER NUMBER Due Date (YYYYMMDD) c. FINAL (Complete Item 5 in all cases) Date (YYYYMMDD) 4. IS THIS A FOLLOW-ON CONTRACT? NO. If Yes complete the following YES Classified material received or generated under (Preceding Contract Number) is transferred to this follow-on contract 5. IS THIS A FINAL DD FORM 254? YES NO. If Yes complete the following In response to the contractor's request dated retention of the identified classified material is authorized for the period of 6. CONTRACTOR (Include Commercial and Government Entity ( CAGE) Code) c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) a. NAME, ADDRESS, AND ZIP CODE b. CAGE CODE COMPUTER SCIENCES CORPORATION Defense Security Service (IOFSH) 5N002 310 BRIDGE ST 1525 Perimeter Parkway, Suite 250 HUNTSVILLE AL 35806-0002 Huntsville, AL 35806 7. SUBCONTRACTOR a. NAME, ADDRESS, AND ZIP CODE b. CAGE CODE c. COGNIZANT SECURITY OFFICES ( Name, Address, and Zip Code) 8. ACTUAL PERFORMANCE b. CAGE CODE c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) a. LOCATION See Block 13 Reference Item 8.a 9. GENERAL IDENTIFICATION OF THIS PROCUREMENT Integration Synchronization Center Task Order under the Acquisition (Full & Open) Contract 10. THIS CONTRACT WILL REQUIRE ACCESS TO: 11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL: NO YES NO YES a. COMMUNICATIONS SECURITY (COMSEC) a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER $\boxtimes$ $\bowtie$ INFORMATION CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY b. RESTRICTED DATA $\boxtimes$ $\boxtimes$ b. RECEIVE CLASSIFIED DOCUMENTS ONLY c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION $\boxtimes$ c. RECEIVE AND GENERATE CLASSIFIED MATERIAL $\boxtimes$ d. FORMERLY RESTRICTED DATA: d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE $\boxtimes$ $\boxtimes$ e. INTELLIGENCE INFORMATION: e. PERFORM SERVICES ONLY X (1) Sensitive Compartmented Information (SCI) f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO $\boxtimes$ $\boxtimes$ RICO, U.S. POSSESSIONS AND TRUST TERRITORIES (2) Non-SCI BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL $\boxtimes$ $\times$ INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER f. SPECIAL ACCESS INFORMATION M $\boxtimes$ h. REQUIRE A COMSEC ACCOUNT g. NATO INFORMATION $\boxtimes$ i. HAVE A TEMPEST REQUIREMENT $\boxtimes$ h. FOREIGN GOVERNMENT INFORMATION j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS $\boxtimes$ $\boxtimes$ П i. LIMITED DISSEMINATION INFORMATION k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE $\boxtimes$ $\boxtimes$ j. FOR OFFICIAL USE ONLY INFORMATION $\boxtimes$ $\boxtimes$ k. OTHER Specify) $\boxtimes$ Restrict access to Contractor's Unclassified Automated Information System (AIS).

**DD Form 254, DEC 1999** 

Previous editions are obsolete

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released fo Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Propose	
Direct Through (Specify):	
Missile Defense Agency/DA/DPC	
5222 Martin Rd.	
Redstone Arsenal, AL 35898	
to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public *In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.	- A
13. SECURITY GUIDANCE. The security classification guidance needed for this effort is identified below. If any diffic need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes: to or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or the Add additional pages as needed to provide complete guidance. Forward a copy of any Defense Security Service letter that inform	challenge the guidance or classification assigned to any information or material furnished below. Pending final decision, the information involved shall be handled and protected at forward under separate correspondence, any document/guides/extracts referenced herein.
Security Office, Bldg 5222, Martin Road, Redstone Arsenal, AL	20일을 물었다면 하다면 하다 나는 아이들이 살아내면 하다 이 사람들이 살아가는 아니라 하다 하다 하나 아니라는 사람들이 되었다면 하다 하나 하다 하나 하는 사람들이 아니라 하다 하는 사람들이 되었다.
of possible compromise will be reported to MDA Industrial Security	
Arsenal, AL 35898, within 24 hours.	, 51, 51, 52,
CONTRACTOR AND SELECTION OF SELECTION SERVICES AND PROSPECT	
Direct questions pertaining to the DD 254 to MDA Industrial	Security at 256-313-9429
(b)(6)	
(0)(0)	
See Continuation P	Page
14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional to the cognizant security office. Use Item 13 if additional space is needed.)	
See Reference Items 10j, 11j, and 111	
15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.	(If Yes, explain and identify specific areas or Yes No
elements carved out and the activity responsible for inspections. Ose norm to it additional space is mostled.	
16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and	adequate for safeguarding the classified information to be released or
generated under this classified effort. All questions shall be referred to the official named below.  TypeD NAME OF CERTIFYING OFFICIAL    b. TITLE	
(b)(6) Director, Research	n, Development (b)(6)
& Acquisition	n Security
d. ADDRESS (Include ZIP Code)	17. REQUIRED DISTRIBUTION
Missile Defense Agency	a. CONTRACTOR
5700 18 <sup>th</sup> Street	b. SUBCONTRACTOR
Fort Belvoir, Virginia 22060-5573  e. SIGNATURE	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
(b)(6)	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION  e. ADMINISTRATIVE CONTRACTING OFFICER
	e. ADMINISTRATIVE CONTRACTING OFFICER
	f. OTHERS AS NECESSARY MDA Industrial Security

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### **SECURITY GUIDANCE (BLOCK 13) CONTINUATION:**

### **Special Instructions:**

The Prime and subcontractors are authorized to flow access of classified information to the SECRET level to their subcontractors in accordance with the NISPOM. This authorization includes dissemination of Non-SCI and NATO information. The Prime and subcontractors must verify Facility Clearance, Safeguarding Capability and Access Authorizations prior to dissemination of access to classified information.

Reference Item 8.a. (continued) Performance Locations include the following MDA and/or Government Facilities (The cognizant security office in most cases is the host installation):

Various MDA/government locations per the Performance Work Statement.

**Reference Item 10.e(2):** NISPOM requirements apply.

**Reference Item 10.g:** NISPOM requirements apply.

**Reference Item 10.h:** NISPOM requirements apply.

**Reference Item 10.j:** See For Official Use Only/Controlled Unclassified Information Supplement below. **This requirement will be imposed on all subcontracts.** 

**Reference Item 11.a:** Classified contract performance is restricted to MDA facilities and/or other contractor company facilities. The host contractor/government activity will provide required security classification guidance for the performance of this contract, consistent with work performed at that location. The prime contractor, as listed in Item 6.a, shall be required to follow all security policies and procedures and use Security Classification Guides of the host activity. **This requirement shall be imposed on all subcontracts.** 

**Reference Item 11.g:** Contractor is authorized to use the services of DTIC or other secondary distribution center. The contractor and/or subcontractor will prepare the DD Form 1540 and DD Form 2345, if required, and submit to the contracting office.

### Reference Item 11.j:

The contractor is required to apply operations security (OPSEC) to enhance protection of classified and unclassified critical information pursuant to MDA OPSEC Program Instruction 5205.02; DoD OPSEC Program Directive 5205.02; DoD OPSEC Program Manual 5205.02-M; National Security Decision Directive Number 298; and supplementary instructions. Service OPSEC guidance may also apply if the contracted activity is performed in a Service-level operational environment. If a conflict is identified between Service and higher-level guidance, contact the MDA OPSEC Staff for clarification.

### **Reference Item 11.1:**

- 1. Contractor's Unclassified AIS:
- a. The contractor shall submit, and obtain approval of the Program supported for its procedures for protecting FOUO/CUI from unauthorized access from both internal and external sources prior to placing FOUO/CUI on the contractor's unclassified AIS. Use Office of Management and Budget (OMB) Circular A-130, Revised, Management of Federal Information Resources, November 30, 2000 and DoD Directive 8100.2, "Use of Commercial Wireless Devices, Services, and Technologies in the Department of Defense (DoD) Global Information Grid (GIG)," April 14, 2004 as guidance documents.
- b. AIS access to Controlled Unclassified Information, which includes FOUO/CUI (access qualifies as an Automated Data Processing/Information Technology (ADP/IT)-III Position requirement), must be limited to U.S. Persons (**precludes access by individuals claiming dual citizenship without MDA/Special Security permission**) that have a minimum interim SECRET level clearance; or have been the subject of a favorably completed National Agency Check (NAC) or a more stringent personnel security investigation (access pending completion of NAC and final clearance determination is subject to approval by MDA/Special Security); or contractor equivalent.
- (1) <u>Contractor Equivalent</u>: Contractor equivalent includes various background checks such as those performed by employers during hiring process. Minimum checks shall include Citizenship, Personal Identification (Social Security Number), Criminal, and Credit. **This option is subject to MDA/Special Security approval**.
- (2) ADP/IT-III Requirement: ADP/IT-III positions are located at the contractor's facility. Only electronic SF-85Ps can now be submitted. The contractor shall contact MDA/Special Security and provide the information requested. MDA/Special Security will electronically notify the individual when they may enter e-QIP through the OPM portal. The individual shall then enter information to complete the SF 85P, Questionnaire for positions of Public Trust, electronically. It will be necessary to mail 2 DD Forms 258 (Fingerprint Cards), through the Contracting Officer's Representative, to: MDA/Special Security, 5700 18<sup>th</sup> Street, Fort Belvoir, Virginia 22060-5573.
- c. See the "For Official Use Only/Controlled Unclassified Information Supplement" below for additional guidance on handling that information.
- d. MDA/Research, Development, and Acquisition Security reserves the right to conduct compliance inspections for the protection of For Official Use Only/Controlled Unclassified Information.
- 2. Publicly Accessible Internet Websites: Contractors and subcontractor must receive written official public release approval for MDA/BMDS information from MDA Public Affairs before that information is uploaded onto any respective computer system that provides public access via an Internet website.

### Reference Item 12:

- 1. Proposed public disclosure of unclassified information relating to work under this contract shall be coordinated through the Organizational OPSEC Coordinator, to the MDA COR/TM/CLIN COTR for submission to MDA Public Affairs for public release processing. ONLY information that has been favorably reviewed and authorized by MDA/Public Affairs may be disclosed. Information developed after initial approval for public release must be submitted for re-review and processing.
- 2. Contemplated visits by public media representatives in reference to this contract shall receive prior approval from the MDA COR/TM/CLIN COTR and from MDA/Public Affairs.
- 3. Critical technology subject to the provisions of DoD Directives 5230.24, "Distribution Statements on Technical Documents," and 5230.25, "Withholding of Unclassified Technical Data from Public Disclosure," shall be reviewed in accordance with established directives.
- 4. A request from a foreign government, or representative thereof, including foreign contractors, for classified and/or unclassified information in reference to this contract shall be forwarded to MDA International Security for review and appropriate action.

### FOR OFFICIAL USE ONLY/CONTROLLED UNCLASSIFIED INFORMATION SUPPLEMENT

### 1. Definitions.

- a. <u>Automated Information System (AIS)</u>. An assembly of computer hardware, software, and firmware configured to automate functions of calculating, computing, sequencing, storing, retrieving, displaying, communicating, or otherwise manipulating data, information, or textual material.
- b. Controlled Unclassified Information (CUI). Unclassified information which requires access and distribution limitations prior to appropriate coordination and an official determination by cognizant authority approving clearance of the information for release to one or more foreign governments or international organizations, or for official public release. Per DoD Manual 5200.01, Volume 4 it includes the following types of information: "For Official Use Only" (FOUO) in accordance with DoD 5400.7-R; "Sensitive But Unclassified" (State Department information); "DEA Sensitive Information" (Drug Enforcement Agency information); "DoD Unclassified Controlled Nuclear Information"; "Sensitive Information" as defined in the Computer Security Act of 1987; and information contained in technical documents (i.e., Technical Data) as discussed in DoD 5230.24, 5230.25, International Traffic in Arms Regulation (ITAR), and the Export Administration Regulations (EAR).
- c. <u>Dual Citizenship</u>. A dual citizen is a citizen of two nations. For the purposes of this document, an individual must have taken an action to obtain or retain dual citizenship. Citizenship gained as a result of birth to non-U.S. parents or by birth in a foreign country to U.S. parents thus entitling the individual to become a citizen of another nation does not meet the criteria of this document unless the individual has taken action to claim and to retain such citizenship.
- d. For Official Use Only (FOUO). FOUO is information that may be withheld from public disclosure under one or more of the 9 exemptions of the Freedom of Information Act (FOIA) (See DOD 5400.7-R). FOUO is not a form of classification to protect U.S. national security interests.
- e. <u>National of the United States</u>. Title 8, U.S.C. Section 1101(a)(22), defines a National of the U.S. as:
  - (1) A citizen of the United States, or,
  - (2) A person who, but not a citizen of the U.S., owes permanent allegiance to the U.S.

NOTE: 8 U.S.C. Section 1401, paragraphs (a) through (g), lists categories of persons born in and outside the U.S. or its possessions that may qualify as Nationals and Citizens of the U.S. This subsection should be consulted when doubt exists as to whether or not a person can qualify as a National of the U.S.

- f. <u>Personal Information</u>. Information about an individual that is intimate or private to the individual, as distinguished from information related to the individual's official functions or public life.
- g. <u>U.S. Person</u>. Any form of business enterprise or entity organized, chartered, or incorporated under the laws of the United States or its possessions and trust territories and any person who is a citizen or national (see National of the United States) of the United States, or permanent resident of the United States under the Immigration and Nationality Act.
  - h. Privacy Act. The Privacy Act of 1974, as amended, 5 U.S.C. Section 552a.

### 2. General.

- a. The FOIA requires U.S. Government offices to disclose to any requestor information resident in U.S. Government files unless the information falls under one of 9 exemption categories. FOUO/CUI and other information may fall in this category. Mark such information as "For Official Use Only."
- b. FOUO/CUI in the hands of contractors may not be released to the public by the contractor unless (a) the COR/TM/CLIN COTR concurs and (b) written approval has been provided by MDA/Public Affairs. Note: MDA/Public Affairs coordinates public release requests with MDA Research, Development, and Acquisition Security.

### c. Access:

- (1) Access to FOUO/CUI must be limited to U.S. Persons (**precludes access by individuals claiming dual citizenship without MDA/Special Security permission**) or, in the case of technical data as defined by the ITAR, the access is covered by a Technical Assistance Agreement or other form of duly licensed export. This requirement does not apply to use of commercial off the shelf (COTS) equipment and services that do not have export limitations.
- (2) Non-Sensitive Positions (ADP/IT-III positions). Non-sensitive positions associated with FOUO/CUI are found at contractor facilities processing such information on their (contractor's) unclassified computer systems. Personnel nominated to occupy ADP/IT-III designated positions (applies to any individual that may have access to FOUO/CUI on the contractor's computer system) must have at least a National Agency Check (NAC) or contractor equivalent (company hiring practices reviewed and approved by MDA/Special Security). When "contractor equivalent" option is NOT authorized and there is no record of a valid investigation, the contractor shall contact MDA/Special Security at (571) 231-8459, and provide the requested information. MDA/Special Security will electronically notify the individual when they may enter e-QIP through the OPM portal. The individual will then enter information to complete the SF 85P, Questionnaire for Positions of Public Trust, electronically. It will be necessary to mail 2 DD Forms 258 (Fingerprint Cards), through the Contracting Officer's Representative, to: MDA/Special Security, 5700 18<sup>th</sup> Street, Fort Belvoir, Virginia 22060-5573.

### 3. Identification Markings.

Within the Department of Defense CUI shall be marked as FOR OFFICIAL USE ONLY or with a DISTRIBUTION STATEMENT, to include the appropriate WARNING for ITAR or the EAR.

- a. An unclassified document that qualifies for FOUO marking, when marked, shall be marked "For Official Use Only" at the bottom of the page on the outside of the front cover (if any), on the first page, on each page containing FOUO information, on the back page and on the outside of the back cover (if any), centered at the bottom of the page. For convenience, all pages, even those that do not contain FOUO information, may be marked "For Official Use Only" in documents generated by an automated system.
- b. Individual pages within a classified document that contain both FOUO and classified information shall be marked at the top and bottom with the highest security classification of information appearing on the page. Individual pages containing FOUO information but no classified information shall be marked "For Official Use Only" at the top and bottom of the page (unless all pages are being marked with the highest overall security classification level).
- c. All declassified MDA information is "unclassified official government information" and requires official MDA Security and Policy Review prior to official public release.
- d. E-mails and other electronic files shall be marked in the same fashion as described for documents above, to the maximum extent possible.

### 4. Handling.

- a. During any temporary sojourn of U.S. Government Unclassified information outside of the contractor controlled work space (residence, telework facility, hotel), the material must be stored in a locked room, drawer, filing cabinet, briefcase, or other storage device, so that access to the material by unauthorized individuals (i.e., family members, hotel staff, etc.) is prevented whenever untended by the contract employee.
- (1) Long term task driven deadlines (in excess of five days) or the need to be able to perform official work while in an extended travel status on contract-driven business, require extended access to MDA Unclassified information outside of "official" work spaces. When that happens, employees may request written approval from their supervisors to possess, work on, and store MDA Unclassified information in non-contractor facilities for a period of not more than thirty calendar days.
- (2) Requests for extended possession, use, and storage of U.S. Government Unclassified information outside of "official" work spaces (periods in excess of 30 days) shall take the form of a Memorandum For Record (MFR) prepared by the employee, specifying the body of information to be removed by listing the: title or subject matter; Program, Project, or Task being supported; general volume and format of the information concerned; and projected date of return. Additionally, the MFR shall contain a signature block for the supervisor to sign and date when approval is granted.

- (3) The availability of supervisory copies of MFRs as described in this section may be an inspection item during Security Program Reviews conducted by the MDA/Research, Development, and Acquisition Security staff.
- (4) The affected employee shall keep the originally signed MFR in validation of authorization granted for the agreed term of use. The supervisor shall maintain a copy of the MFR with employee records for the same term.
- (5) Requested extensions of supervisory authorization for employee possession, use, and storage of MDA Unclassified information outside of "official" work spaces may be granted in incremental blocks of 30 days each so long as the work-related requirement continues.
- (6) All affected employees authorized to possess, use, and store U.S. Government Unclassified information outside of "official" work spaces must return all U.S. Government Unclassified information to contractor control upon "task" completion. When such a return has been completed, the supervisor shall annotate the date that all items were returned. The supervisor's copy shall be retained for a period of time, not to exceed one year.
- b. The above excludes unclassified information of an administrative nature including necessary personnel recall rosters and official telephone lists which are needed by supervisors and employees to assure the physical security, safety, health, and general psychological wellbeing of the contractor work force.

### 5. Transmission/Dissemination/Reproduction.

- a. Subject to compliance with official distribution statements, FOUO markings (e.g., Export Control, Proprietary Data) and/or Non-Disclosure Agreements which may apply to individual items in question; authorized contractors, consultants and grantees may transmit/disseminate FOUO/CUI information to each other, other DoD contractors and DoD officials who have a legitimate need to know in connection with any DoD authorized contract, solicitation, program or activity. The government Procuring Contracting Officer (PCO) will confirm with the Contracting Officer's Representative or Task Order Monitor "legitimate need to know" when required. The MDA/Chief Information Officer has determined that encryption of external data transmissions of FOUO/CUI are now practical. The MDA/Chief Information Officer has stated that Public Key Infrastructure (PKI) and Public Key (PK) enabling technologies are available and cost effective. The following general guidelines apply:
- (1) In accordance with DoD Manual 5200.01, Volume 4, Enclosure 3, external electronic data transmissions of CUI/FOUO shall be only over secure communications means approved for transmission of such information whenever practical. Encryption of e-mail to satisfy this requirement shall be in accordance with MDA Directive 8190.01, Electronic Collaboration with Commercial, Educational, and Industrial Partners, May 12, 2009, being accomplished by use of DoD approved Public Key Infrastructure Certification available from: http://iase.disa.mil/pki/eca/certificate.html or by the company's participation in the "Federal Bridge. The MDA/Chief Information Officer, PKI Common Access Card (CAC) point of Contact is.

- (2) In accordance with DoD Manual 5200.01, Volume 4, Enclosure 3, external electronic transmissions of FOUO/CUI via voice, facsimile, or video teleconference shall be only over secure communications means approved for transmission of information wherever practical. Transmitting FOUO/CUI via these means, without encryption requires prior written authorization by MDA/Chief Information Officer.
- b. Failure of the contractor to encrypt FOUO/CUI introduces significant risks to the BMDS mission. It is essential for the contractor to understand the risks and mitigation options that are available. The contractor must understand that failure to encrypt FOUO/CUI carries with it certain risks to the mission. These risks can be mitigated with the thoughtful application of processes, procedures, and technology.

### (1) Risks Include:

- Undermining our OPSEC efforts at a time that we begin to focus on implementing missile defense plans in Europe.
- The aggregation of FOUO/CUI can communicate events and plans that may be classified (i.e., "classification by compilation").
- Not properly encrypting contributes to a lax security environment.
- (2) Some of the available mitigation tools include:
  - Approved DOD PKI/CAC hardware token certificates or DOD trusted software certificates for encrypting data in transport
  - Industry best practice of Virtual Private Network (VPN) Internet Protocol Security (IPSEC) for intra-organization transport
  - Industry best practice of Secure Sockets Layer Portal Web Services for document sharing and storage
  - Approved DOD standard solutions for encrypting data at rest
  - Approved DOD E-Collaboration services via MDA Portal or Defense Information Systems Agency (DISA) Network Centric Enterprise Services (NCES)
  - Any FIPS 140-2 validated encryption [e.g., IPSEC, Secure Socket Layer/Transport Layer Security (SSL/TLS), Secure/Multipurpose Internet Mail Extensions (S/MIME)]
  - Procure and employ Secure Telephone Equipment (STE)
  - Procure and employ secure facsimile (FAX) capability
  - Utilize secure VTC capabilities
  - Hand-carry FOUO/CUI
  - Utilize mailing through U.S. Postal Service
  - Utilize overnight express mail services.
- c. The MDA CIO has taken the position that encryption technologies are readily available, easy to obtain, inexpensive, and practical to implement. Therefore, if the contractor believes there are performance locations identified that cannot encrypt FOUO/CUI, the contractor will provide within 120 days of contract signing, a list of those locations along with explanation as to why encryption is not practical. This list will be provided to the PCO and COR/TM/CLIN

COTR for transmission to MDA/Chief Information Officer and MDA/Research, Development, and Acquisition Security. The MDA/Chief Information Officer will determine the acceptability of contractor submissions and will notify the PCO of any decisions regarding encryption.

- d. FOUO/CUI shall be processed and stored internally on Automated Information Systems (AIS) or networks 1) when distribution is to an authorized recipient and 2) if the receiving system is protected by either physical isolation or a password protection system. Holders shall not use general, broadcast, or universal e-mail addresses to distribute FOUO/CUI. Discretionary access control measures may be used to preclude access to FOUO/CUI files by users who are authorized system users, but who are not authorized access to FOUO/CUI. External transmission of FOUO/CUI shall be secured using NIST-validated encryption.
- e. The World Wide Web shall be equated with "Public Access." Information must be reviewed by MDA/Public Affairs and officially approved for public release before it is placed on publicly-accessible Web pages or electronic bulletin boards. Contractor personnel who maintain and post information on websites or web logs (BLOGS), and who provide OPSEC reviews of such, should receive OPSEC Awareness information that specifically addresses DoD guidance associated with these activities.
  - f. Do not mark shipping containers as containing CUI or FOUO.
- g. Reproduction of FOUO/CUI may be accomplished on unclassified copiers within designated government or contractor reproduction areas.
- 6. <u>Storage</u>. During working hours, FOUO/CUI shall be stored in a manner that limits access by persons who do not have an official need for the information. During non-working hours and when internal building security is provided, FOUO/CUI may be filed with other unclassified records in unlocked files or desks. When there is no internal building security, locked buildings or rooms provide adequate after-hours protection, or the material can be stored in locked receptacles such as cabinets, desks, or bookcases.

### 7. Disposition.

- a. When no longer needed, FOUO/CUI shall be destroyed in a manner to reasonably assure destruction beyond recognition and reconstruction. The following destruction methods are authorized: burning; pulping; pulverizing; shredding; or tearing by hand. If tearing/cutting by hand, the minimum standard is a maximum tear/cut width of one-half of an inch.
- b. Removal of the FOUO/CUI status can only be accomplished by the government originator. The MDA COR/TM/CLIN COTR shall review and/or coordinate with proper authority the removal of FOUO/CUI status for information in support of contract activity.

/·	DEPARTMENT								E AND SAFEGUARDIN	IG		
CONTRAC	CT SECURITY CLASS	SIFICATI	ON S	PECI	FICATI	ON		TOP SEC	EARANCE REQUIRED			
(The	requirements of the DoD Inc	dustrial Sec	curity M	lanual a	apply			b. LEVEL OF SA	FEGUARDING REQUIRED			
11.57(5.43)(60)	to all aspects of	of this effort	)					NONE				
2. THIS SPECIFICATIO	N IS FOR: (X and complete	as applica	able)			3. THIS		CIFICATION IS: (X a	nd complete as applicable	Date (YYY	(VMMDD)	
	-10-D-0037 TO-00	006					a. Or	IGINAL (Complete date	iii aii cases)	2013/		
b. SUBCONTRAC	T NUMBER							VISED (Supersedes vious specs)	Revision No.	Date (YYY	YMMDD)	
						$\boxtimes$			3	2015/		
DA-02-1	OR OTHER NUMBER	Due Date (	(YYYYM	моо)			C. FIN	IAL (Complete Item 5 in	all cases)	Date (YYY	ҮММДД)	
4. IS THIS A FOLLOW-	ON CONTRACT?	YES		N	O. If Yes	complet	e the fo	ollowing		,		
Classified material receiv	ved or generated under				(P	receding	Contra	act Number) is transf	erred to this follow-on contra	act		
5. IS THIS A FINAL DD	FORM 254?	YES		N	O. If Yes	complete	e the fo	ollowing				
In response to the contra	ctor's request dated		retentio	on of the	e identifie	ed classif	ied ma	terial is authorized fo	r the period of			
6. CONTRACTOR (Incl a. NAME, ADDRESS, AND	ude Commercial and Gove	rnment En	tity ( C	AGE) (		- 0005		OCCUPANT OF OUR	Y OFFICE (Name, Address, an	17:- 0- 1-)		
Quantech Service					b. CAGI	E CODE			ty Service (IOFN)			
91 Hartwell Ave					1K	KR5		Tech Drive S	•	,		
Lexington, MA							1 55	ndover, MA				
7. SUBCONTRACTOR	710 0005					- 0005			V 0551050 / W	17: 0 11		
a. NAME, ADDRESS, AND	ZIP CODE				b. CAGE	CODE	c.	COGNIZANT SECURIT	Y OFFICES ( Name, Address, ar	na Zip Code)		
8. ACTUAL PERFORM	ANCE									11000 121 21000		
a. LOCATION See Block 13,					b. CAGE	CODE	C.	COGNIZANT SECURIT	Y OFFICE (Name, Address, and	Zip Code)		
Reference Item	8.a.											
	ION OF THIS PROCUREMENT											
Acquisition Exe	cutive Services Su	ipport (	(RTC	OP I	OA-02	2-13)						
10. THIS CONTRACT W	VILL REQUIRE ACCESS TO	):	YES	NO	11. IN	I PERFO	RMIN	THIS CONTRACT,	THE CONTRACTOR WILL	:	YES	NO
a. COMMUNICATIONS SEC	CURITY (COMSEC)		$\boxtimes$					LASSIFIED INFORMAT	ION ONLY AT ANOTHER NT ACTIVITY		$\boxtimes$	
b. RESTRICTED DATA			$\boxtimes$		b. REC	CEIVE CLA	SSIFIE	D DOCUMENTS ONLY	AN CONTROL MORE AND GROWN A			$\boxtimes$
c. CRITICAL NUCLEAR WE	APON DESIGN INFORMATION		$\boxtimes$		c. REC	CEIVE AND	GENE	RATE CLASSIFIED MA	TERIAL			$\boxtimes$
d. FORMERLY RESTRICTE	D DATA:		$\boxtimes$		d. FAE	BRICATE,	MODIF	, OR STORE CLASSIF	IED HARDWARE			$\boxtimes$
e. INTELLIGENCE INFORM	ATION:				e. PEF	RFORM SE	RVICE	SONLY				$\boxtimes$
(1) Sensitive Compartme	ented Information (SCI)		$\boxtimes$		RICO,	U.S. POSS	SESSIO	NS AND TRUST TERRI		UERTO		$\boxtimes$
(2) Non-SCI			$\boxtimes$						OF DEFENSE TECHNICAL CONDARY DISTRIBUTION CEN	NTER	$\boxtimes$	
f. SPECIAL ACCESS INFOR	RMATION		$\boxtimes$		h. REC	QUIRE A C	OMSE	CACCOUNT				$\boxtimes$
g. NATO INFORMATION			$\boxtimes$		i. HAV	E A TEMP	EST RE	QUIREMENT				
h. FOREIGN GOVERNMENT	T INFORMATION		$\boxtimes$		j. HAV	E OPERA	TIONS	SECURITY (OPSEC) RE	EQUIREMENTS		$\boxtimes$	
i. LIMITED DISSEMINATIO	N INFORMATION			$\boxtimes$	k. BE	AUTHORIZ	ZED TO	USE THE DEFENSE C	OURIER SERVICE			$\boxtimes$
j. FOR OFFICIAL USE ONL	Y INFORMATION				I. OTH	ER (Speci	fy)					
k. OTHER Specify)				$\boxtimes$	1.000				ctor's Unclassifie	d		
					A	utoma	ated	Information S	System (AIS).			

DD Form 254, DEC 1999

Previous editions are obsolete

<ol> <li>PUBLIC RELEASE. Any information (classified or unclassified) pertaining Security Manual or unless it has been approved for public release by appropriate.</li> </ol>		
Direct Through (Specify):		
Missile Defense Agency/MS		
Bldg 4505, C202 B, Martin Road		
Redstone Arsenal, Alabama 35898		
to the Directorate for Freedom of Information and Secunty Review, Office of the the case of non-DoD User Agencies, requests for disclosure shall be subn	nitted to that agency.	
need for changes in this guidance, the contractor is authorized and encourage or generated under this contract; and to submit any questions for interpretation	ed to provide recommended changes: to challenge n of this guidance to the official identified below. Pe	ountered in applying this guidance or if any other contributing factor indicates a the guidance or classification assigned to any information or material furnished ending final decision, the information involved shall be handled and protected at der separate correspondence, any document/guides/extracts referenced herein.
The contractor shall provide the following	to the MDA Industrial Secur	rity Office (contact information below):
• Report any initial security violation to	the MDA Industrial Security	Office within 24 hours.
		ess than satisfactory security rating within
48 hours of receipt.		
	impacts the Facility Clearand	ce Level (FCL) of the company within 48
hours of receipt.	v same version v	
	· · · · · · · · · · · · · · · · · · ·	the Prime and the subcontractors. The
		contractors' DD Form 254s and the Prime is
responsible for forwarding these DD Fe	orm 254s to MDA.	
Direct all questions pertaining to the DE 9429, by email at MDAIndustrialSecurit Arsenal, AL 35898.		
(b)(6)		
	See Continuation Page	
14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition contractual clauses in the contract document itself, or provide an appropriate		
to the cognizant security office. Use Item 13 if additional space is needed.)		
See Reference Items 10.e.(1), 10.f, 10.j, 11	.j, and 11.1.	
15. INSPECTIONS. Elements of this contract are outside the inspection respectements carved out and the activity responsible for inspections. Use Item 13		xplain and identify specific areas or
16. CERTIFICATION AND SIGNATURE. Security requirements generated under this classified effort. All questions shall be recognited.	s stated herein are complete and adequat	e for safeguarding the classified information to be released or
a. TYPED NAME OF CERTIFYING OFFICIAL b	TITLE	c. TELEPHONE (Include Area Code)
(b)(6)	Director, Research, Dev & Acquisition Secu	
d. ADDRESS (Include ZIP Code)	17.	REQUIRED DISTRIBUTION
Missile Defense Agency		a. CONTRACTOR
5700 18 <sup>th</sup> Street		b. SUBCONTRACTOR
Fort Belvoir, Virginia 22060-5573		c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
(b)(6)		d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
		e. ADMINISTRATIVE CONTRACTING OFFICER
		r. OTHERS AS NECESSARY MDA Industrial Security

DD Form 254 Reverse, DEC 1999

### **SECURITY GUIDANCE (BLOCK 13) CONTINUATION:**

### **Special Instructions:**

The Prime contractor and subcontractors are authorized to flow access to and/or dissemination of classified information to the (Top Secret) level to their subcontractors. This authorization includes access to Non-Sensitive Compartmented Information (SCI) (NISPOM 9-304) and North Atlantic Treaty Organization (NATO) (NISPOM 10-708) information. The contractor shall provide the appropriate accesses to its subcontractors as required per NISPOM 5-502. The Prime contractor and subcontractors must verify Facility Clearance, Safeguarding Capability and Access Authorizations prior to the dissemination of classified information. The following require specific authority: SCI - not authorized to flow without prior approval from MDA/Special Security and Special Access Program (SAP) - not authorized to flow without prior approval from MDA/Special Programs.

### Reference Item 8.a. (continued) Government Locations:

Classified performance will occur at various MDA and/or other government locations as directed by the Performance Work Statement, Statement of Work, or Statement of Objectives. The contractor shall abide by government security requirements per NISPOM 6-105c. The cognizant security office at the performance location is MDA or the host installation.

**Reference Item 10.a:** Contractor shall comply with the requirements of DoD 5220.22-M, "National Industrial Security Program Operating Manual (NISPOM)" and National Security Agency/Central Security Service (NSA/CSS) Policy Manual Number (No.) 3-16, Control of COMSEC Material, dated 5 August 2005.

Reference Item 10.b & d: Contractors shall adhere to the requirements of DoDI 5210.02, "Access to and Dissemination of Restricted Data (RD) and Formerly Restricted Data (FRD)," 3 June 2011, for access and training requirements. Flow this requirement to subcontractors when applicable.

- 1. Contractors shall possess a valid DoD security clearance at a level commensurate with the information concerned and shall have a need-to-know for access. DoD contractors require an interim Secret security clearance for access to Secret RD/ FRD information. Contractors shall have at least an interim Top Secret security clearance for access to Top Secret RD/ FRD information.
- 2. The Prime contractor and its subcontractors shall be required to complete training for access to RD/FRD material and for derivative classification of RD/FRD information. This training is provided by the Department of Energy (DOE) and can be accessed at the DOE website (http://energy.gov/hss/services/classification/classification-training-institute/training-otheragency-personnel).

- a. For individuals with access to RD/FRD information, personnel shall complete the "Classification of Nuclear Weapons-Related Information (Restricted Data and Formerly Restricted Data)" course. The contractor company shall maintain a record of the training for each individual with access to RD/FRD. These records shall be made readily available during security inspections or for other government purposes. Records shall be maintained for two years after an individual no longer requires access to RD/FRD information.
- b. For individuals who will conduct derivative classification, personnel shall complete the "Restricted Data Classifiers Course." Upon completion of the course, the contractor company shall request a written exam from MDA. MDA will grade the written exam and will provide a certificate of completion. The contractor shall at a minimum obtain an 80% to successfully pass the exam. The contractor company shall maintain a record of the training for each individual designated as a RD Classifier. These records shall be made readily available during security inspections or for other government purposes. Records shall be maintained for two years after an individual is no longer designated as a RD Classifier.
- 3. Contractors should contact the MDA Industrial Security office listed in block 13 of the DD 254 for information and materials concerning the RD Classifier exam.

**Reference Item 10.c:** NISPOM Chapter 9, Section 2 requirements apply. Access to Critical Nuclear Weapons Design Information (CNWDI) requires a final clearance.

Reference Item 10.e.(1): This contract requires access to Sensitive Compartmented Information (SCI) material. The contractor is not required to have an accredited SCIF but requires access to SCI at other locations. Additionally, the FSO will ensure that when a contractor with access to SCI is due for a Periodic Reinvestigation (PR), the Periodic Reinvestigation request is identified to be conducted to meet SCI standards. Written U.S. Government approval by MDA Special Security is required prior to imposing this requirement on a subcontractor. See attached SCI Supplement.

Reference Item 10.e.(2): NISPOM Chapter 9, Section 3 requirements apply.

**Reference Item 10.f:** See attached SAP Supplement.

Reference Item 10.g: NISPOM Chapter 10, Section 7 requirements apply.

**Reference Item 10.h:** NISPOM Chapter 10, Section 3 requirements apply.

Reference Item 10.j: See For Official Use Only/Controlled Unclassified Information Supplement below. This requirement will be imposed on all subcontracts.

Reference Item 11.a: Classified contract performance is restricted to MDA facilities and/or other contractor company facilities. The host contractor/government activity will provide required security classification guidance for the performance of this contract, consistent with work performed at that location. The Prime contractor, as listed in Item 6.a, shall be required to follow all security policies and procedures and use Security Classification Guides of the host activity. This requirement shall be imposed on all subcontracts.

Reference Item 11.g: Contractor is authorized to use the services of the Defense Technical Information Center (DTIC) or other secondary distribution center. As required, the contractor will prepare and submit the DD Form 1540, "Registration for Scientific and Technical Information Services" and DD Form 2345, "Militarily Critical Technical Data Agreement" to the contracting office for approval. Subcontractors are required to submit requests through the Prime contractor.

Reference Item 11.j: The contractor is required to apply Operations Security (OPSEC) to enhance protection of classified and unclassified critical information pursuant to DoD Directive 5205.02, "DoD OPSEC Program; DoD 5205.02-M, "OPSEC Program Manual;" National Security Decision Directive Number 298, "National Operations Security Program;" MDA Instruction 5205.02, "OPSEC Program;" and supplementary instructions. Service OPSEC guidance may also apply if the contracted activity is performed in a Service-level operational environment. If a conflict is identified between Service and higher-level guidance, contact the MDA OPSEC Staff for clarification.

### Reference Item 11.1:

- 1. Contractor's Unclassified Automated Information System (AIS):
- a. The contractor shall submit, and obtain approval of the Program supported for its procedures for protecting For Official Use Only (FOUO)/Critical Unclassified Information (CUI) from unauthorized access from both internal and external sources prior to placing FOUO/CUI on the contractor's unclassified AIS. Use Office of Management and Budget (OMB) Circular A-130, Revised, Management of Federal Information Resources, November 30, 2000; DoD Directive 8100.2, "Use of Commercial Wireless Devices, Services, Technologies in the Department of Defense (DoD) Global Information Grid (GIG)," April 14, 2004; and DoDI 8582.01, "Security of Unclassified DoD Information on Non-DoD Information Systems," June 6, 2012 as guidance documents.
- b. AIS access to Controlled Unclassified Information, which includes FOUO (access qualifies as an Automated Data Processing/Information Technology (ADP/IT)-III Position requirement), must be limited to U.S. Persons (precludes access by individuals claiming dual citizenship without MDA/Personnel Security permission) that have a minimum interim SECRET level clearance; or have been the subject of a favorably completed National Agency Check (NAC) or a more stringent personnel security investigation (access pending completion of NAC and final clearance determination is subject to approval by MDA/Special Security); or contractor equivalent.

- (1) Contractor Equivalent: Contractor equivalent includes various background checks such as those performed by employers during hiring process. Minimum checks shall include Citizenship, Personal Identification (Social Security Number), Criminal, and Credit. This option is subject to MDA/Personnel Security approval.
- (2) ADP/IT-III Requirement: ADP/IT-III positions are located at the contractor's facility. Only electronic SF-85Ps can now be submitted. The contractor shall contact MDA/Personnel Security and provide the information requested. MDA/Personnel Security will electronically notify the individual when they may enter e-QIP through the OPM portal. The individual shall then enter information to complete the SF 85P, "Questionnaire for Public Trust Positions," electronically. It will be necessary to mail two DD Forms 258 (Fingerprint Cards), through the Contracting Officer's Representative, to: MDA/Personnel Security, 5700 18<sup>th</sup> Street, Fort Belvoir, Virginia 22060-5573.
- c. See the "For Official Use Only/Controlled Unclassified Information Supplement" below for additional guidance on handling that information.
- d. MDA/Research, Development, and Acquisition Security reserves the right to conduct compliance inspections for the protection of For Official Use Only/Controlled Unclassified Information.
- 2. Publicly Accessible Internet Websites: Prime Contractors and subcontractor must receive written official public release approval for MDA/Ballistic Missile Defense System (BMDS) information from MDA Public Affairs before that information is uploaded onto any computer system that provides public access via an Internet website.

Reference Item 12: The Prime contractor shall forward all requests for public release authorization through the Contracting Officer's Representative/Task Monitor/Contracting Officer's Technical Representative to the listed MDA program office. Per NISPOM section 5-511, the contractor shall include all necessary information to assist with the decision of the MDA program office. Per NISPOM section 7-102c., the Prime contractor shall act as the focal point for all subcontractor requests for public release. A lack of response from the MDA program office does not constitute as public release authorization. The Prime contractor shall not release information to the public prior to receiving written authorization from the MDA program office.

### FOR OFFICIAL USE ONLY/CONTROLLED UNCLASSIFIED INFORMATION SUPPLEMENT

### 1. Definitions.

- a. <u>Automated Information System (AIS)</u>. An assembly of computer hardware, software, and firmware configured to automate functions of calculating, computing, sequencing, storing, retrieving, displaying, communicating, or otherwise manipulating data, information, or textual material.
- b. Controlled Unclassified Information (CUI). Unclassified information which requires access and distribution limitations prior to appropriate coordination and an official determination by cognizant authority approving clearance of the information for release to one or more foreign governments or international organizations, or for official public release. Per DoD Manual 5200.01, Volume 4 it includes the following types of information: "For Official Use Only" (FOUO); "Sensitive But Unclassified" (State Department information); "DEA Sensitive Information" (Drug Enforcement Agency information); "DoD Unclassified Controlled Nuclear Information"; "Sensitive Information" as defined in the Computer Security Act of 1987; and information contained in technical documents (i.e., Technical Data) as discussed in DoD 5230.24, 5230.25, International Traffic in Arms Regulation (ITAR), and the Export Administration Regulations (EAR).
- c. <u>Dual Citizenship</u>. A dual citizen is a citizen of two nations. For the purposes of this document, an individual must have taken an action to obtain or retain dual citizenship. Citizenship gained as a result of birth to non-U.S. parents or by birth in a foreign country to U.S. parents thus entitling the individual to become a citizen of another nation does not meet the criteria of this document unless the individual has taken action to claim and to retain such citizenship.
- d. <u>For Official Use Only (FOUO)</u>. FOUO is a dissemination control applied by the DoD to unclassified information that may be withheld from public disclosure under one or more of the nine exemptions of the Freedom of Information Act (FOIA) (See DOD 5400.7-R). FOUO is not a form of classification to protect U.S. national security interests.
- e. <u>National of the United States</u>. Title 8, U.S.C. Section 1101(a)(22), defines a National of the U.S. as:
  - (1) A citizen of the United States, or,
  - (2) A person who, but not a citizen of the U.S., owes permanent allegiance to the U.S.

NOTE: 8 U.S.C. Section 1401, paragraphs (a) through (g), lists categories of persons born in and outside the U.S. or its possessions that may qualify as Nationals and Citizens of the U.S. This subsection should be consulted when doubt exists as to whether or not a person can qualify as a National of the U.S.

- f. <u>Personal Information</u>. Information about an individual that is intimate or private to the individual, as distinguished from information related to the individual's official functions or public life.
- g. <u>U.S. Person</u>. Any form of business enterprise or entity organized, chartered, or incorporated under the laws of the United States or its possessions and trust territories and any person who is a citizen or national (see National of the United States) of the United States, or permanent resident of the United States under the Immigration and Nationality Act.
  - h. Privacy Act. The Privacy Act of 1974, as amended, 5 U.S.C. Section 552a.

### General.

- a. The FOIA requires U.S. Government offices to disclose to any requestor information resident in U.S. Government files unless the information falls under one of nine exemption categories. FOUO/CUI and other information may fall in this category. Mark such information as "For Official Use Only."
- b. FOUO/CUI in the hands of contractors may not be released to the public by the contractor unless (a) the COR/TM/CLIN COTR concurs and (b) written approval has been provided by MDA/Public Affairs. Note: MDA/Public Affairs coordinates public release requests with MDA Research, Development, and Acquisition Security.

### c. Access:

- (1) Access to FOUO/CUI must be limited to U.S. Persons (precludes access by individuals claiming dual citizenship without MDA/Special Security permission) or, in the case of technical data as defined by the ITAR, the access is covered by a Technical Assistance Agreement or other form of duly licensed export. This requirement does not apply to use of commercial off the shelf (COTS) equipment and services that do not have export limitations.
- (2) Non-Sensitive Positions (ADP/IT-III positions). Non-sensitive positions associated with FOUO/CUI are found at contractor facilities processing such information on their (contractor's) unclassified computer systems. Personnel nominated to occupy ADP/IT-III designated positions (applies to any individual that may have access to FOUO/CUI on the contractor's computer system) must have at least a National Agency Check (NAC) or contractor equivalent (company hiring practices reviewed and approved by MDA/Personnel Security). When "contractor equivalent" option is NOT authorized and there is no record of a valid investigation, the contractor shall contact MDA/Personnel Security at (571) 231-8459, and provide the requested information. MDA/Personnel Security will electronically notify the individual when they may enter e-QIP through the OPM portal. The individual will then enter information to complete the SF 85P, Questionnaire for Positions of Public Trust, electronically. It will be necessary to mail two DD Forms 258 (Fingerprint Cards), through the Contracting Officer's Representative, to: MDA/Personnel Security, 5700 18<sup>th</sup> Street, Fort Belvoir, Virginia 22060-5573.

### 3. Identification Markings.

Within the Department of Defense CUI shall be marked as FOR OFFICIAL USE ONLY or with a DISTRIBUTION STATEMENT, to include the appropriate WARNING for ITAR or the EAR.

- a. An unclassified document that qualifies for FOUO marking, when marked, shall be marked "For Official Use Only" at the bottom of the page on the outside of the front cover (if any), on the first page, on each page containing FOUO information, on the back page and on the outside of the back cover (if any), centered at the bottom of the page. For convenience, all pages, even those that do not contain FOUO information, may be marked "For Official Use Only" in documents generated by an automated system.
- b. Individual pages within a classified document that contain both FOUO and classified information shall be marked at the top and bottom with the highest security classification of information appearing on the page. Individual pages containing FOUO information but no classified information <a href="mailto:shall">shall</a> be marked "For Official Use Only" at the top and bottom of the page (unless all pages are being marked with the highest overall security classification level).
- c. Subjects, titles, and each section, part, paragraph, or similar portion of an FOUO document shall be marked to show that they contain information requiring protection. Use the parenthetical notation "(FOUO)" (or optionally "(U//FOUO)") to identify information as FOUO for this purpose. Place this notation immediately before the text.
- d. All declassified MDA information is "unclassified official government information" and requires official MDA Security and Policy Review prior to official public release.
- e. E-mails and other electronic files shall be marked in the same fashion as described for documents above, to the maximum extent possible.

### 4. Handling.

- a. During any temporary sojourn of U.S. Government Unclassified information outside of the contractor controlled work space (residence, telework facility, hotel), the material must be stored in a locked room, drawer, filing cabinet, briefcase, or other storage device, so that access to the material by unauthorized individuals (i.e., family members, hotel staff, etc.) is prevented whenever untended by the contract employee.
- (1) Long term task driven deadlines (in excess of five days) or the need to be able to perform official work while in an extended travel status on contract-driven business, require extended access to MDA Unclassified information outside of "official" work spaces. When that happens, employees may request written approval from their supervisors to possess, work on, and store MDA Unclassified information in non-contractor facilities for a period of not more than thirty calendar days.

- (2) Requests for extended possession, use, and storage of U.S. Government Unclassified information outside of "official" work spaces (periods in excess of 30 days) shall take the form of a Memorandum For Record (MFR) prepared by the employee, specifying the body of information to be removed by listing the: title or subject matter; Program, Project, or Task being supported; general volume and format of the information concerned; and projected date of return. Additionally, the MFR shall contain a signature block for the supervisor to sign and date when approval is granted.
- (3) The availability of supervisory copies of MFRs as described in this section may be an inspection item during Security Program Reviews conducted by the MDA/Research, Development, and Acquisition Security staff.
- (4) The affected employee shall keep the originally signed MFR in validation of authorization granted for the agreed term of use. The supervisor shall maintain a copy of the MFR with employee records for the same term.
- (5) Requested extensions of supervisory authorization for employee possession, use, and storage of MDA Unclassified information outside of "official" work spaces may be granted in incremental blocks of 30 days each so long as the work-related requirement continues.
- (6) All affected employees authorized to possess, use, and store U.S. Government Unclassified information outside of "official" work spaces must return all U.S. Government Unclassified information to contractor control upon "task" completion. When such a return has been completed, the supervisor shall annotate the date that all items were returned. The supervisor's copy shall be retained for a period of time, not to exceed one year.
- b. The above excludes unclassified information of an administrative nature including necessary personnel recall rosters and official telephone lists which are needed by supervisors and employees to assure the physical security, safety, health, and general psychological wellbeing of the contractor work force.

### 5. <u>Transmission/Dissemination/Reproduction</u>.

a. Subject to compliance with official distribution statements, FOUO markings (e.g., Export Control, Proprietary Data) and/or Non-Disclosure Agreements which may apply to individual items in question; authorized contractors, consultants and grantees may transmit/disseminate FOUO/CUI information to each other, other DoD contractors and DoD officials who have a legitimate need to know in connection with any DoD authorized contract, solicitation, program or activity. The government Procuring Contracting Officer (PCO) will confirm with the Contracting Officer's Representative or Task Order Monitor "legitimate need to know" when required. The MDA/Chief Information Officer has determined that encryption of external data transmissions of FOUO/CUI are now practical. The MDA/Chief Information Officer has stated that Public Key Infrastructure (PKI) and Public Key (PK) enabling technologies are available and cost effective. The following general guidelines apply:

- (1) In accordance with DoD Manual 5200.01, Volume 4, "Controlled Unclassified Information (CUI)," Enclosure 3, external electronic data transmissions of CUI/FOUO shall be only over secure communications means approved for transmission of such information whenever practical. Encryption of e-mail to satisfy this requirement shall be in accordance with MDA Directive 8190.01, Electronic Collaboration with Commercial, Educational, and Industrial Partners, May 12, 2009, being accomplished by use of DoD approved Public Key Infrastructure Certification available from: http://iase.disa.mil/pki/eca/certificate.html or by the company's participation in the "Federal Bridge. The MDA/Chief Information Officer (CIO), PKI Common Access Card (CAC) point of Contact is. (b)(6)
- (2) In accordance with DoD Manual 5200.01, Volume 4, Enclosure 3, external electronic transmissions of FOUO/CUI shall only be over secure communications means approved for transmission of information wherever practical. Transmitting FOUO/CUI via these means, without encryption requires prior written authorization by MDA/CIO.

b. Failure of the contractor to encrypt FOUO/CUI introduces significant risks to the BMDS mission. It is essential for the contractor to understand that mitigation options that are available. The contractor must understand that failure to encrypt FOUO/CUI carries with it certain risks to the mission. These risks can be mitigated with the thoughtful application of processes, procedures, and technology.

Some of the available mitigation tools include:

- Approved DOD PKI/CAC hardware token certificates or DOD trusted software certificates for encrypting data in transport
- Industry best practice of Virtual Private Network (VPN) Internet Protocol Security (IPSEC) for intra-organization transport
- Industry best practice of Secure Sockets Layer Portal Web Services for document sharing and storage
- Approved DOD standard solutions for encrypting data at rest
- Approved DOD E-Collaboration services via MDA Portal or Defense Information Systems Agency (DISA) Network Centric Enterprise Services (NCES)
- Any FIPS 140-2 validated encryption [e.g., IPSEC, Secure Socket Layer/Transport Layer Security (SSL/TLS), Secure/Multipurpose Internet Mail Extensions (S/MIME)]
- Procure and employ Secure Telephone Equipment (STE)
- Procure and employ secure facsimile (FAX) capability
- Utilize secure VTC capabilities
- Hand-carry FOUO/CUI
- Utilize mailing through U.S. Postal Service
- Utilize overnight express mail services.

- c. The MDA CIO has taken the position that encryption technologies are readily available, easy to obtain, inexpensive, and practical to implement. Therefore, if the contractor believes there are performance locations identified that cannot encrypt FOUO/CUI, the contractor will provide within 120 days of contract signing, a list of those locations along with explanation as to why encryption is not practical. This list will be provided to the PCO and COR/TM/CLIN COTR for transmission to MDA/CIO and MDA/Research, Development, and Acquisition Security. The MDA/CIO will determine the acceptability of contractor submissions and will notify the PCO of any decisions regarding encryption.
- d. FOUO/CUI shall be processed and stored internally on Automated Information Systems (AIS) or networks 1) when distribution is to an authorized recipient and 2) if the receiving system is protected by either physical isolation or a password protection system. Holders shall not use general, broadcast, or universal e-mail addresses to distribute FOUO/CUI. Discretionary access control measures may be used to preclude access to FOUO/CUI files by users who are authorized system users, but who are not authorized access to FOUO/CUI. External transmission of FOUO/CUI shall be secured using NIST-validated encryption.
- e. The World Wide Web shall be equated with "Public Access." Information must be reviewed by MDA/Public Affairs and officially approved for public release before it is placed on publicly-accessible Web pages or electronic bulletin boards. Contractor personnel who maintain and post information on websites or web logs (BLOGS), and who provide OPSEC reviews of such, should receive OPSEC Awareness information that specifically addresses DoD guidance associated with these activities.
  - f. Do not mark shipping containers as containing CUI or FOUO.
- g. Reproduction of FOUO/CUI may be accomplished on unclassified copiers within designated government or contractor reproduction areas.
- 6. Storage. During working hours, FOUO/CUI shall be stored in a manner that limits access by persons who do not have an official need for the information. During non-working hours and when internal building security is provided, FOUO/CUI may be filed with other unclassified records in unlocked files or desks. When there is no internal building security, locked buildings or rooms provide adequate after-hours protection, or the material can be stored in locked receptacles such as cabinets, desks, or bookcases.

### 7. Disposition.

- a. When no longer needed, FOUO/CUI shall be destroyed in a manner to reasonably assure destruction beyond recognition and reconstruction. The following destruction methods are authorized: burning; pulping; pulverizing; shredding; or tearing by hand. If tearing/cutting by hand, the minimum standard is a maximum tear/cut width of one-half of an inch.
- b. Removal of the FOUO/CUI status can only be accomplished by the government originator. The MDA COR/TM/CLIN COTR shall review and/or coordinate with proper authority the removal of FOUO/CUI status for information in support of contract activity.

		ORDER FO	R SUPPI	LIES OR S	ERVICI	ES			P A	AGE 1 OF 13
I. CONTRACT/PURC AGREEMENT NO. HQ0147-10-D-00		2. DELIVERY ORD 000424		3. DATE OF ORE (YYYYMMMD) 2013 Jan 19	s (S	ee Schedule	)	ΓNO.	5.PRI	ORITY
6. ISSUED BY MISSILE DEFENSE CONTRACTS DIRE- BLDG 5222 MARTIN REDSTONE ARSEN	CTORATE			SEE ITEM		rthan 6)	) CODE			ELIVERY FOB  DESTINATION OTHER  e Schedule if other)
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16. DELIVE TYPE CALL	RY/ X T	his delivery order/call is issued	on another Gove	ernment agency or i	n accordance v	ith and su	ibject to terms an	d conditions	ofabove numbe	ered contract.
OF PURCHA	ASE	Reference your quote dated Furnish the following on terms sp	pecified herein.	REF:						
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18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES			ICES	20. QUANTITY ORDERED/ ACCEPTED* 21. UNIT 22. UNIT P		PRICE	23. AMOUNT		
		SEE SCHI	EDULE							
* If quantity accepted quantity ordered, indi quantity accepted belo	cate by X. If d	ment is same as TEL: (6)(i) ifferent, enter actual EMAIL: (1)	red states of 6) 0)(6)	AMERICA	(b)		ORDERING OFFI		25. TOTAL 26. DIFFERENCES	\$3,106,445.15
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### Section B - Supplies or Services and Prices

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT (b)(4)0011 1 Lot Labor CLIN **CPFF** This Task Order is issued on a Cost-Plus-Fixed Fee (CPFF) basis for nonpersonal advisory and assistance services (A&AS) for Business & Financial Management (MDA/DP) as defined in the Performance Work Statement (PWS) in Section J. FOB: Destination (b)(4)**ESTIMATED COST** FIXED FEE TOTAL EST COST + FEE FSC CD: R415 SUPPLIES/SERVICES **UNIT PRICE** ITEM NO QUANTITY UNIT **AMOUNT** 001101 (b)(4)Incremental Funding for Labor CLIN 0011 PURCHASE REQUEST NUMBER: HQ0147322202 (b)(4)ESTIMATED COST FIXED FEE TOTAL EST COST + FEE ACRN AA CIN: HQ01473222020001

FSC CD: R414

HQ0147-10-D-0019 000424 Page 3 of 13

SUPPLIES/SERVICES UNIT UNIT PRICE AMOUNT ITEM NO QUANTITY 001102 (b)(4)Labor - IF **CPFF** FOB: Destination PURCHASE REQUEST NUMBER: HQ0147430073 (b)(4)ESTIMATED COST FIXED FEE TOTAL EST COST + FEE ACRN AB CIN: HQ01474300730001 FSC CD: R414 ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 1011 1 Lot (b)(4)EXERCISED Option 1 Labor CLIN OPTION **CPFF** This Task Orders is issued on a Cost-Plus-Fixed Fee (CPFF) basis for nonpersonal advisory and assistance services (A&AS) for Business & Financial Management (MDA/DP) as defined in the Performance Work Statement (PWS) in Section J. FOB: Destination (b)(4)ESTIMATED COST FIXED FEE TOTAL EST COST + FEE FSC CD: R415 ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT (b)(4)101101 Incremental Funding **CPFF** FOB: Destination PURCHASE REQUEST NUMBER: HQ0147432012 (b)(4)ESTIMATED COST FIXED FEE TOTAL EST COST + FEE ACRN AB

CIN: HQ01474320120001

FSC CD: R414

ITEM NO SUPPLIES/SERVICES

**AMOUNT** 

101102

Incremental Funding

ACRN AC

(b)(4)

PURCHASE REQUEST NUMBER: HQ0147539720

FSC CD: R414

ITEM NO 2011 SUPPLIES/SERVICES

QUANTITY 1 UNIT Lot UNIT PRICE

(b)(4)

2011 EXERCISED OPTION

Option 2 Labor CLIN

**CPFF** 

This Task Orders is issued on a Cost-Plus-Fixed Fee (CPFF) basis for non-personal advisory and assistance services (A&AS) for Business & Financial Management (MDA/DP) as defined in the Performance Work Statement (PWS) in Section J.

FOB: Destination

ESTIMATED COST FIXED FEE

TOTAL EST COST + FEE

(b)(4)

FSC CD: R415

HQ0147-10-D-0019 000424 Page 5 of 13

ITEM NO 201101	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT (b)(4)		
201101	Incremental Funding CPFF FOB: Destination PURCHASE REQUEST	NUMBER: HQ014	17542085				
			ESTIM	IATED COST FIXED FEE	(b)(4)		
	TOTAL EST COST + FEE  ACRN AC CIN: HQ01475420850001						

FSC CD: R414

### **DESCRIPTION AND SPECIFICATIONS**

The contractor shall perform advisory and assistance services for Integration Synchronization Group, as described in the Performance Work Statement, attached in Section J.

The contractor shall comply with the DD Form 254, Contract Security Classification Specification, attached in Section J.

The format for the Monthly Cost Report, as referenced in the PWS, is attached in Section J.

With regard to the PWS Performance Objective #2, the contractor's proposed percentage for small business utilization during the performance of this task order is (b)(4)

### INSPECTION AND ACCEPTANCE TERMS

### Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0011	Destination	Government	Destination	Government
001101	Destination	Government	Destination	N/A
001102	Destination	Government	Destination	Government
1011	Destination	Government	Destination	Government
101101	Destination	Government	Destination	Government
101102	Destination	Government	Destination	Government
2011	Destination	Government	Destination	Government
201101	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0011	POP 19-JAN-2013 TO 18-JAN-2014	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
001101	N/A	N/A	N/A	N/A
001102	N/A	N/A	N/A	N/A
1011	POP 19-JAN-2014 TO 18-JAN-2015	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
101101	N/A	N/A	N/A	N/A
101102	N/A	N/A	N/A	N/A
2011	POP 19-JAN-2015 TO 19-JUL-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
201101	N/A	N/A	N/A	N/A

## ACCOUNTING AND APPROPRIATION DATA

AA: 044411 097 0400 000 N 20132014 D 2520 Z4 SSZ40_FY13 AMOUNT(b)(4) CIN HQ014732220200011(b)(4)	50-DPB-FY1314	710000 251
AB: 044411 097 0400 000 N 20142015 D 2520 XD_SD40S_FY14 AMOUNT: (b)(4) CIN HQ01474300730001 (b)(4) CIN HQ01474320120001	DX-DXDPB-FY1415	71MH 25
AC: 044411 097	DX-DXDPB-FY1516	71MH 25

#### CLAUSES INCORPORATED BY FULL TEXT

#### G-01 CONTRACT ADMINISTRATION (MAY 2012)

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

#### a. CONTRACTING OFFICERS

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

The point of contact for all contractual matters is:

The contract specialist is as follows:

Name:	(b)(6)				
Organia	zational	Code:	MDA/	DACM	
Telepho	one Nui	nber:(b)	(6)		
E-Mail	Addres	s: (b)(6)			
The con	ntractin	g office	r is as f	ollows:	
Name:	b)(6)				
Organia	zational	Code:		DACM	
Telepho	one Nui	nber: (b)	)(6)		
E-Mail					

## b. CONTRACTING OFFICER'S REPRESENTATIVE/CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

Neither the Contracting Officer's Representative (COR) nor the Contracting Officer's Technical Representative (COTR) is authorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a formal modification to the contract. The authority of the COR and the COTR is strictly limited to him/her, without redelegation, to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer, a COR or a COTR acting outside the strict limits of his/her responsibilities as set forth in his/her letter of appointment do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

The COTR under this contract is:

Name (b)(6)	
Organizational Cod Telephone Number	MDA/DPC
Telephone Number	b)(6)
E-Mail Address: (b)	(6)

The COR under this contract is:

Name: (b)(6)		1	
Organizational Co	de: MDA/I	DACM	
Telephone Number			
E-Mail Address: (	0)(6)		
L	174,000		

c. CONTRACTING OFFICIAL FOR eSRS

FAR 52.219-9 Small Business Subcontracting Plan requires the use of the Electronic Subcontracting Reporting System (eSRS) for subcontract reporting. The contracting official for eSRS under this contract is:

Name: (b)(6	)	
Organizatio	onal Code: MDA/D	ACM
Telephone	Number (b)(6)	
E-Mail Add	dress: (b)(6)	

For detailed information regarding eSRS visit <a href="http://www.acq.osd.mil/dpap/pdi/eb/index.hmtl">http://www.acq.osd.mil/dpap/pdi/eb/index.hmtl</a>.

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

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

#### CLIN 0011:

Ceiling:	(D)(4)
Total Funded:	
Total Unfunded:	
Estimated funds exhaustion date:	31 November 2013
CLIN 1011:	
Ceiling:	(b)(4)
Total Funded:	
Total Unfunded:	
Estimated funds exhaustion date:	31 December 2014
CLIN 2011:	/L.Y.A.\
Ceiling:	(b)(4)
Total Funded:	
Total Unfunded:	
Estimated funds exhaustion date:	10 December 2015
Base CLIN Total: (b)	(4)
Option CLIN Total:	
Option 2 CLIN Total:	
Task Order Total:	
The state of the s	

Section H - Special Contract Requirements

#### CLAUSES INCORPORATED BY FULL TEXT

## H-44 INCREMENTAL EXERCISE OF OPTIONS (SEP 2012)

The Government may exercise from time to time, either in whole or in part, some or all the option line items, CLINs 1011, 2011. Specific contract line items or sub-line items delineating a description of the supplies or services, quantity requirements, and a corresponding delivery schedule for the exercised options shall be identified in a unilateral contract modification. The Contracting Officer may exercise such an option by written notice to the Contractor within 30 days.

Section I - Contract Clauses

#### CLAUSES INCORPORATED BY FULL TEXT

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days unless a before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 45 months.

(End of clause)

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

## <u>LIST OF DOCUMENTS</u> LIST OF ATTACHMENTS

Section J – List of Documents, Exhibits, and Other Attachments

DOCUMENT TYPE	DESCRIPTION	DATE	PAGES
Attachment 01	Performance Work Statement (PWS) for Integration Synchronization Group Rev 3	19 Jan 2015	19
Attachment 01a	Key Product Table Rev 1	21 Aug 2013	3
Attachment 02	DD Form 254, Contract Security Classification	10 Jan 2013	11
Attachment 03	Monthly Cost Report (Format)	14 Jan 2013	1
Attachment 04	Quality Assurance Surveillance Plan	14 Jan 2013	17
Attachment 05	Monthly Status Report (Format)	14 Jan 2013	1
Attachment 06	Invoicing Guidance Sample	14 Jan 2013	1

	AV	VARI	D/CONTRACT	1. THIS CONTR UNDER DPAS			ORDI	ER			V 110 H2 905	ΓING X-C9	PAGE 1	OF 	PAGES 47
			Proc. Inst. Ident.) NO. 037-P00009	3. EFFECTIVE I	ATE 21 Jul	2010			4. REQUI	ISITIO	ON/PURCHASE	E REQUEST/P	ROJECT 1	NO.	
5. ISSUED BY CODE HQ0147  MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001							omini ee Ite		D BY (If othe	r than I	tem 5)	CODI	В		
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X	E F	_	ECTION AND ACCEPTA! VERIES OR PERFORMAN		13	1	K				CERTIFICATION OF SERVICE OF OFFEROR				
Χ	G	_	RACT ADMINISTRATIO		15 - 20						NOTICES TO				
Χ	Н	SPECI	IAL CONTRACT REQUIR	to real property	21 - 36						RS FOR AWAR				
CONTRACTING OFFICER WIL  17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return1 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.)  19A. NAME AND TITLE OF SIGNER (Type or print)				18. [ HQ01 includi above, the cor (b) this  20A. (b)(6	] AWAI 147-09-H ing the ad is hereby ntract whits s award/c . NAM.	RD (Contr R-0001-0 Iditions or c y accepted ich consists contract. N	hanges made by as to the items li of the following lo further contra ONT RACT I	y ou whisted about the country of th	hich additions or chan ove and on any contin ents: (a) the Govern scument is necessary.  DFFICER  FFICER  EMAIL:	Your offer on ages are set forth in f uation sheets. This a ment's solicitation an	ull ward consum d y our offer,	mates and			
19B BY .			CONTRACTOR	19C. DA	TE SIGNED		UNIT (b)(6)	ED STA					20C. DA' 21-Jul-		
(Signature of person authorized to sign)								(Signature e	of Contro	acting Officer)					

AUTHORIZED FOR LOCAL REPRODUCTION

Previous edition is usable

STANDARD FORM 26 (REV. 4/2008) Prescribed by GSA FAR (48 CFR) 53.214(a) Section A - Solicitation/Contract Form

## SMALL BUSINESS SET ASIDE

This contract is awarded under the restricted (small business set-aside) solicitation HQ0147-09-R-0001 for Missile Defense Agency Engineering and Support Services (MiDAESS).

Section B - Supplies or Services and Prices

ITEM NO 0002	SUPPLIES/SERVICES  Acquisition Support Capal FFP Task Orders (TOs) will be A&AS services for Acquis Performance Work Statem FOB: Destination MFR PART NR: r4	issued on a Firm Fittion Management	(MDA/DA) as		AMOUNT (b)(4)
				NET AMT	(b)(4)
FSC C	CD: R414				
ITEM NO 0003	SUPPLIES/SERVICES  Acquisition Support Capal FFP Task Orders (TOs) will be A&AS services for Readir Performance Work Statem FOB: Destination	issued on a Firm Fi less Management (N	MDA/DWL) as		(b)(4)
				NET AMT	(b)(4)

FSC CD: R414

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ITEM NO 0004	SUPPLIES/SERVICES  Acquisition Support Capa FFP	QUANTITY (b)(4) bility Group	UNIT Job	UNIT PRICE (b)(4)	AMOUNT (b)(4)
	Task Orders (TOs) will be A&AS services for Internation Work Statement (PWS) in FOB: Destination	ational Affairs (MD			
				NET AMT	(b)(4)
FSC	CD: R414				
ITEM NO 0005	SUPPLIES/SERVICES  Acquisition Support Capa FFP Task Orders (TOs) will be A&AS services for Busine in the Performance Work FOB: Destination	issued on a Firm F ess and Financial M	anagement (N		AMOUNT (b)(4)
				NET AMT	(b)(4)

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0014 Job (b)(4)

Travel COST

This CLIN will be used for Government approved travel in accordance with procedures set forth in H-02 clause entitled, "Authorized Travel and Travel Costs as specified under a Travel CLIN". Cost will be in accordance with the Joint Travel Regulation (JTR). This includes a fixed burden factor. Fee is not allowed.

FOB: Destination

ESTIMATED COST (b)(4)

FSC CD: R414

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0015 Job (b)(4)

Other Direct Costs

COST

This CLIN is for other direct costs that are incidental to the A&AS services provided under this contract. ODCs will be defined and authorized in individual TOs. This includes a fixed burden factor. Fee is not allowed.

FOB: Destination

ESTIMATED COST (b)(4)

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SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE ITEM NO AMOUNT 0017 (b)(4)Job Labor **CPFF** Task Orders (TOs) will be issued on a Cost Plus Fixed Fee(CPFF) basis for non personal advisory and assistance (A&AS) services for Acquisition Management (MDA/DA) as defined in the Performance Work Statement (PWS) in Section J. FOB: Destination (b)(4)ESTIMATED COST FIXED FEE TOTAL EST COST + FEE FSC CD: R414 ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT (b)(4)0018 Job Labor **CPFF** Task Orders (TOs) will be issued on a Cost Plus Fixed Fee(CPFF) basis for non personal advisory and assistance (A&AS) services for Acquisition Management (MDA/DWL) as defined in the Performance Work Statement (PWS) in Section J. FOB: Destination (b)(4)ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

FSC CD: R414

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SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE ITEM NO AMOUNT (b)(4)0019 Job Labor **CPFF** Task Orders (TOs) will be issued on a Cost Plus Fixed Fee(CPFF) basis for non personal advisory and assistance (A&AS) services for Acquisition Management (MDA/DI) as defined in the Performance Work Statement (PWS) in Section J. FOB: Destination (b)(4)ESTIMATED COST FIXED FEE TOTAL EST COST + FEE FSC CD: R414 AMOUNT ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE (b)(4) 0020 Job Labor **CPFF** FOB: Destination (b)(4)ESTIMATED COST FIXED FEE TOTAL EST COST + FEE FSC CD: R414 ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0021 (b)(4) **eCMRA CPFF** Enterprise-wide Contractor Manpower Reporting Application FOB: Destination (b)(4) ESTIMATED COST FIXED FEE TOTAL EST COST + FEE

#### 0B-01 ADDITIONAL CLINS (MAY 2009)

Additional CLINS may be created by the Contracting Officer during performance of this contract to accommodate multiple types of funds and cost type task orders, if the requirement warrants.

#### B-02 GUARANTEED MINIMUM (MAY 2009)

All services to be ordered under this contract shall be set forth in each individual task order. All task orders will be issued in accordance with the provisions of Section H, Task Ordering, and Section I clauses 52.216-18, Ordering; 52.216-19, Order Limitations, and 52.216-22, Indefinite Quantity.

The minimum amount to be awarded under this contract is \$5,000.00. The government is not obligated to issue orders beyond the minimum amount. The first task order will be for attendance at a post award conference and will satisfy the guaranteed minimum under this contract.

The estimated contract value amounts identified in the CLIN structure contained in this section are placeholder values assigned to facilitate the issuance of task orders. The estimated amounts shall not be construed as an obligation of the Government or guaranteed tasking value.

#### B-03 TASK ORDER PRICING (MAY 2009)

The Labor Competency Levels, Descriptions, and Rates (LCDR) Table (attached in Section J of this contract) represents fully burdened labor rates by labor competency level. These rates include both contractor site and government site rates and rates for various geographic locations. These fully burdened hourly rates represent the maximum rates allowable for prime and subcontractors to be utilized in the pricing of competitive or sole source task orders.

For cost plus fixed fee task orders, pricing instructions for labor costs will be provided in each individual task order. The fixed fee of (b)(4) is based on the total estimated labor cost ceiling identified in CLIN 0017, 0018, 0019, and 0020. However, contractors may propose a lower fee amount when competing on individual task orders.

The fixed burden factor for travel and incidental other direct costs (identified below) will be used through the life of the contract in individual task orders. In the spirit of competition, contractors may propose lower rates when competing on individual task orders.

Fixed Burden Factor



At any time and throughout the performance of the contract, additional labor competency levels, rates, and descriptions for CONUS and OCONUS locations may be added at the task order level, if they are not in the basic

contract. Fully Burdened Fixed Labor Rates (FBFLRs) will include all costs for contract level administrative support.

CLINS 0001 and 0006 through 0013 are intentionally not included in this contract.

#### C-01 PERFORMANCE WORK STATEMENT (PWS) (MAY 2009)

#### C-01 PERFORMANCE WORK STATEMENT (PWS) (MAY 2009)

- a. The Missile Defense Agency Engineering and Support Services (MiDAESS) acquisition encompasses the Advisory and Assistance Services (A&AS) for the Missile Defense Agency (MDA). The required engineering and technical support for A&AS includes analyses, alternatives, evaluations, studies, information, recommendations, advice, opinions, training, and general services as required to deliver those products identified in the Performance Work Statement (PWS). The Contractor may be required to provide evaluations and assessments of the performance of other contractors' and Original Equipment Manufacturer's deliverables, as well as systems engineering and technical direction services. The Contractor may also be required to assist the agency in developing acquisition strategies for future procurements (and modifications of existing procurements), to include developing statements of work and providing requirements definition services. The Contractor shall perform the work specified in the PWS attached in Section J of this contract in support of these functions.
- b. Place of Performance: The potential places of performance include any location where an operation or task may occur for the Missile Defense Agency (MDA) and may include overseas locations. Locations include, but are not limited to, (1) National Capital Region (NCR)/Ft. Belvoir, VA, (2) Huntsville, AL; (3) Dahlgren, VA; (4) Colorado Springs, CO; (5) Ft. Greely, AK; (6) Vandenberg AFB, CA; (7) Albuquerque, NM; (8) Los Angeles AFB, CA; (9) Ft. Bliss, TX. Specific locations will be identified in individual task orders. Performance of deliverables and products may also be performed at the contractor's facility or other venue as necessary to complete the objectives and requirements of the PWS.
- c. Local Area: Travel with in the local area or base of assignment to attend meetings, conferences, seminars or perform work shall be considered a cost of doing business and shall not be separately reimbursed as a travel expense. Local area travel is defined as a 30 mile radius around the base of assignment or designated place of performance.
- d. Duty Hours: This contract procures through the Task Order's Performance Work Statements, products and deliverables that are not LOE based and as such Core Duty hours do not apply unless so stated in the Task Orders. However, the Agency's Core duty hours are 0900-1500 and represent the time frame in which the Contractor may access necessary resources within the Agency to complete their deliverables. The government is not liable for contractors' costs incurred outside of the actual work performed in accordance with the PWS requirements.
- e. Legal Holidays: The following Federal Holidays are observed under this contract:

New Year's Day: 1 January

Birthday of Martin Luther King Jr: Third Monday in January

Washington's Birthday: Third Monday in February

Memorial Day: Last Monday in May

Independence day: 4 July

Labor day: First Monday in September Columbus Day: Second Monday in October

Veterans Day: 11 November

Thanksgiving Day: Fourth Thursday in November

Christmas Day: 25 December

Note: Any of the above holidays falling on a Saturday shall be observed on the preceding Friday. Holidays falling on Sunday shall be observed on the following Monday.

f. Records Management: Support both the technical and business management of the MDA Records Management Program to include implementation of policy, procedures necessary for the identification, storage, and access to MDA official records. Section D - Packaging and Marking

## D-01 PACKAGING AND MARKING OF TECHNICAL DATA (JUN 2009)

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

## INSPECTION AND ACCEPTANCE TERMS

## Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0017	N/A	N/A	N/A	Government
0018	N/A	N/A	N/A	Government
0019	N/A	N/A	N/A	Government
0020	N/A	N/A	N/A	Government
0021	N/A	N/A	N/A	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of ServicesFixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

#### Section F - Deliveries or Performance

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

## F-01 ORDERING PERIOD (NOVEMBER 2008)

The ordering period for this contract shall be five (5) years from the effective date of the contract.

#### CLAUSES INCORPORATED BY FULL TEXT

The Contract Specialist is:

#### G-01 CONTRACT ADMINISTRATION (SEP 2010)

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

#### a. CONTRACTING OFFICERS

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

Name: (b)(6)
Organizational Code: MDA/DACM
Telephone Number (b)(6)
E-Mail Address: (b)(6)

The PCO is:

Name: (b)(6)
Organizational Code: MDA/DACM
Telephone Number (b)(6)
E-Mail Address: (b)(6)

## b. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

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

The COR for the ID/IQ basic contract is:

Name: (b)(6)
Organizational Code: MDA/DA/MS
Telephone Number (b)(6)
E-Mail Address: (b)(6)

The CLIN Contracting Officer's Technical Representative is:

Name (b)(6)
Organizational Code: MDA/DPL/MS
Telephone Number (b)(6)
E-Mail Address: (b)(6)
The Alternate Contracting Officer's Technical Representative is:
Name: (b)(6)
Organizational Code: MDA/DWL
Telephone Number (b)(6)
E-Mail Address: (b)(6)

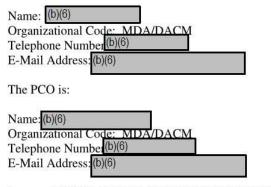
# G-01 GOVERNMENT POINTS OF CONTACT AND THEIR ROLES IN ADMINISTERING THE CONTRACT (APR 2009)

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

#### a. CONTRACTING OFFICERS

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

The Contract Specialist is:



#### b. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative (COR) is not authorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a formal modification to the contract. The authority of the COR is strictly limited to him/her, without redelegation, to the

specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer or a COR acting outside the strict limits of his/her responsibilities as set forth in his/her letter of appointment do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

Name: TBD Organizational Code: MDA/XXX Telephone Number: E-Mail Address: @mda.mil The CLIN Contracting Officer's Technical Representative for CLIN 0002 is: Name: (b)(6) Organizational Code: MDA/MS/DA Telephone Number: (b)(6) E-Mail Address: (b)(6) The CLIN Contracting Officer's Technical Representative for CLIN 0003 is: Name: (b)(6) Organizational Code: MDA/DWI Telephone Number (b)(6) E-Mail Address: (b)(6) The CLIN Contracting Officer's Technical Representative for CLIN 0004 is: Name: (b)(6) Organizational Code: MDA/DII Telephone Number (b)(6) E-Mail Address: (b)(6) The CLIN Contracting Officer's Technical Representative for CLIN 0005 is: Name: (b)(6) Organizational Code: MDA/DO Telephone Number (b)(6) E-Mail Address: (b)(6)

The COR for the ID/IQ basic contract is:

## G-02 PATENTS - REPORTING OF SUBJECT INVENTIONS (APR 2009)

a. This contract incorporates DFARS clause 252.227-7039, which implements the provisions of FAR 27.303(b)(2).

- b. The Contractor must submit the interim and final invention reports through the Administrative Contracting Officer to the Procuring Contracting Officer on DD Form 882, Report of Inventions and Subcontracts. In accordance with DFARS 252.227-7038(e)(7) and 252.227-7039, the Contractor must furnish interim reports every twelve (12) months and final reports within three (3) months after completion of the contracted work. If the Contractor fails to disclose a subject invention, the Government may invoke the withholding of payments provision in DFARS clause 252.227-7038(k), if applicable.
- c. The Contractor must include the clause at DFARS 252.227-7039 in all subcontracts with small businesses and non profit organizations, regardless of tier, for experimental, developmental, or research work.
- d. The Contractor must account for the interim and final invention reports submitted by its subcontractor(s). The Contractor's invention reports must contain a copy of each of its subcontractor's invention reports.

# G-03 SUBMISSION OF PAYMENT REQUESTS USING WIDE AREA WORK FLOW – RECEIPT AND ACCEPTANCE (WAWF-RA) (APR 2009)

- a. Requirement for Electronic Payment Requests by WAWF-RA
- (1) The Contractor shall submit all payment requests electronically in accordance with FAR Part 32. As prescribed in DFARS clause 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports, contractors shall submit all payment requests in electronic form unless the exception in the DFARS clause applies. Paper copies will no longer be processed for payment.
- (2) To facilitate electronic submission, contractors shall submit all payment requests through the Wide Area Work Flow-Receipt and Acceptance (WAWF-RA) System as described at <a href="http://www.dfas.mil/contractorpay/electroniccommerce/wideareaworkflow.html">http://www.dfas.mil/contractorpay/electroniccommerce/wideareaworkflow.html</a> using the appropriate Service Acceptor's DoDAAC (MDA/NCR is HQ0006; JNIC is H95001, MDA/HSV is HQ0147). When using WAWF-RA, the contractor must include the Contracting Officer's Representative's (COR) e-mail in the invoice submission template in order to notify the COR that a WAWF document has been submitted for approval.
- (3) In accordance with Appendix F of the DFARS, at the time of each delivery of supplies or services under this contract, the contractor shall prepare and furnish to the Government the WAWF-RA electronic form in lieu of a paper copy Material Inspection and Receiving Report (MIRR), DD Form 250.
- (4) When requesting final payment, the Contractor must establish compliance with all terms of the contract by submitting a Final Receiving Report through WAWF-RA, or Letter of Transmittal, as applicable.
- (5) The WAWF Training Links are located on the Internet at <a href="http://www.wawftraining.com/">http://www.wawftraining.com/</a> and on the 'live' site at <a href="https://wawf.eb.mil under "About WAWF">https://wawf.eb.mil under "About WAWF"</a>.
  - (6) Questions regarding the use of the system are to be directed to the WAWF Help Desk:

DISA DECC Ogden Electronic Business Service Desk CONUS ONLY: 1-866-618-5988 COMMERCIAL: 801-605-7095

DSN: 338-7095

FAX COMMERCIAL: 801-605-7453

FAX DSN: 388-7453 cscassig@csd.disa.mil

- b. Submission of Invoices under Fixed Price Type Contracts
- (1) "Invoice" as used in this paragraph does not include the contractor's requests for progress payments.
- (2) The use of WAWF-RA electronic form and invoice are in accordance with DFARS Appendix F.
- (3) In addition to the requirements of the Prompt Payment clause of the contract, the contractor shall cite on each invoice the contract line item (CLIN); the contract subline item number (SUBCLIN), if applicable; the accounting classification reference number (ACRN), and the payment terms.
  - (4) The contractor shall prepare either:
    - i. a separate invoice for each activity designated to receive the supplies or services; or,
    - ii. a consolidated invoice covering all shipments delivered under an individual order.
- (5) If acceptance is at origin, the contractor shall submit the WAWF-RA electronic form or other acceptance verification directly to the designated payment office.
- (6) If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.
  - c. Submission of Vouchers under Time and Materials and Cost Type Contracts
- (1) Contractors approved under the Defense Contract Audit Agency's (DCAA) direct billing program may submit the first and subsequent interim vouchers directly to the disbursing office. Contractors participating in the direct billing program must provide a copy of the first interim voucher to the cognizant DCAA office within 5 days of its submission to the disbursing office.
- (2) Upon written notification to the contractor, DCAA may rescind the direct submission authority. Upon receipt of the notice to rescind the direct submission authority, the contractor will immediately begin to submit invoices for the affected contracts to DCAA.
- (3) When authorized by the DCAA in accordance with DFARS 242.803(b) (i) (C), the contractor may submit interim payment requests. Such authorization does not extend to the first and final vouchers. Vouchers requesting interim payments shall be submitted no more than once every two weeks. For indefinite delivery type contracts, interim payment requests shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 90 calendar days between performance and submission of an interim payment request.
- (4) The contractor agrees to segregate costs incurred under this contract at the level of performance, either task or subtask, or CLIN or SUBCLIN, rather than on a total contract basis, and to submit vouchers reflecting costs incurred at that level. Vouchers shall contain summaries of work charged during the period covered, as well as overall cumulative summaries for all work invoiced to date, by line item, subline item, task or subtask. Delivery orders will be segregated by individual order.
- (5) Prior to final voucher submission, the contractor must submit the final report/final deliverable to the contracting officer's representative (COR) for approval. The COR will provide to the contractor an e-mail stating acceptance of the final report/final deliverable. The contractor must attach the approval to the final voucher in WAWF and forward to the cognizant DCAA office and ACO for approval.

G-04 NOTICE OF THE GOVERNMENT'S USE OF OUTSIDE CONTRACTORS TO REVIEW SUBMITTED INVOICES, PAYMENT REQUESTS, AND MATERIAL INSPECTION AND RECEIVING REPORTS (MAY 2009)

The Government may utilize support contractors to assist the Government in the review and evaluation of the offeror's invoices, payment requests, material inspection and receiving reports, and similar requests for payment or evidence of delivery. These contractors will be provided access to these and other records which may contain the proprietary information of the offeror, to include awarded contracts, to support Government officials in reviewing and reconciling invoices, payment records, and the Government's financial and budgetary records, and in facilitating the timely payment of submitted invoices.

The support contractors are prohibited from obtaining proprietary information to which their employees will have access in the performance of their responsibilities, and are required to promptly notify the contracting officer of any breach of their employees' non-disclosure obligations. Each of the contractor employees has also been required to execute a non-disclosure agreement which acknowledges their responsibilities to only use proprietary information in performance of the above tasks and for no other reason; that they will not share proprietary information with their employers; that they will not use such information for personal or other benefit; and that they will promptly notify their employers of any breaches of their responsibilities.

Unless the offeror specifically objects in writing, the offeror agrees, by the submission of a proposal, to allow the Government's support contractors to have access to the offeror's proprietary information for the purposes described above.

#### H-15 PROHIBITION ON CROSS TEAMING (JUL 2009)

- a. Cross teaming is prohibited at the prime and subcontract level for the same functional capability group under the basic contracts and the subsequent task orders. This prohibition also applies to affiliated companies.
- b. The only exception is the case where a single supplier provides a core functional requirement unique to MDA. In the event that the supply chain for one function is exclusive to one subcontractor then more than one prime contractor may include this critical supplier in the proposed list of subcontractors. Market research must be submitted to support this industrial base assertion.
- c. This clause does not apply to Ability One nonprofit agencies, as described in FAR Subpart 8.7. AbilityOne nonprofit agencies can be in multiple teams for the same functional capability group under the basic contracts and the subsequent task orders.
- d. Prime contractors can add subcontractors to their team during contract performance after written notification has been provided to the contracting office. Cross teaming, however, is still prohibited in contract and task order proposals as well as in contract and task order performance in accordance with paragraph (a) above.

#### H-14 SECURITY CERTIFICATION AND ACCREDITATION SUPPORT (MAY 2009)

- a. Security support shall include the development, implementation, and maintenance of all security documents, procedures, and agreements necessary to effect type and site accreditation at all operating locations in accordance with the Department of Defense Information Assurance Certification and Accreditation Process (DIACAP DODI 8510.01).
- b. The contractor shall be responsible for all the C&A functions assigned to the Certification Authority, Program Manager, and Developer/Integrator as outlined in DODI 8510.01.

#### H-13 CONTRACTOR EMPLOYEE OUT-PROCESSING (MAY 2009)

Prior to the departure of on-site contractor employees, the departing employee shall complete an MDA Form 14, Out Processing Checklist 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 MDA Form 14 to the Contracting Officer to be retained in the official contract file by the Contracting Officer.

#### H-12 TOP SECRET PERIODIC REINVESTIGATION (MAY 2009)

When Contractor personnel with TOP SECRET clearance are due for a Periodic Reinvestigation (PR), the Contractor shall monitor and determine if the individual currently has access to Sensitive Compartmented Information (SCI) or if eligibility for access to SCI is required to support the contract. The Contractor's Facility

Security Officer, or other authorized official, will ensure that Contractor personnel having access to or eligibility for access to SCI is submitted for a Periodic Reinvestigation meeting SCI standards. This will ensure that once the investigation is completed, the appropriate Central Adjudication Facility will also have the investigation adjudicated for continued eligibility for access to SCI.

Failure to have the PR meet SCI standards will most likely result in the individual being denied continued access to SCI until a PR is re-investigated to appropriate standards. The Contractor will be required to provide an eligible replacement within 60 working days if required.

#### H-11 SENSITIVE INFORMATION TECHNOLOGY WORK (APR 2009)

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

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

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

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

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

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

MDA retains the right to request removal of Contractor personnel, regardless of prior clearance or adjudication status, whose actions, while assigned to this contract, clearly conflict with the interests of the Government. The reason for removal will be fully documented in writing by the Contracting Officer. When and if such removal occurs, the Contractor will within 60 working days assign qualified personnel to any vacancy(ies) thus created.

#### H-10 INHERENTLY GOVERNMENTAL FUNCTIONS (MAY 2009)

- a. An inherently governmental function is a function that is so intimately related to the public interest as to mandate performance by Government employees. See the definition at FAR 2.101. These functions include those activities that require either the exercise of discretion or the making of value judgments in making decisions for the Government. The Contractor is not an agent or a representative of MDA and shall not assume these roles. While the Contractor may be required to visit other governmental agencies or Contractors to obtain information for MDA, such work shall be under the guidance of the Contracting Officer's Representative (COR).
- b. The Contractor shall ensure that its employees under this contract do not perform inherently governmental functions as described in FAR 2.101 and 7.503. In the event the Contractor is concerned that work requested of it constitutes an inherently governmental function, it shall immediately inform the Contracting Officer.

# H-09 CONTRACTOR ACCESS TO PLANNING, PROGRAMMING, BUDGETING AND EXECUTION (PPBE) DATA (MAY 2009)

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

The Contracting Officer shall be immediately notified in writing in the event of any changes in b (1) or (2) above throughout the performance of this contract. With regard to competing on future MDA procurements, the Contractor must abide by the Organizational Conflict of Interest provisions of this contract.

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

(d) Technical Planning Guide

#### (2) PROGRAMING

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

#### (3) BUDGETING

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

#### (4) EXECUTION

- (a) DD Form 1414 Base for Reprogramming
- (b) DD Form 1416 Report of Programs
- (c) Contract Award Reports
- (d) DD COMP (M) 1002 Appropriation Status by Fiscal Year Program
- (e) FCB Execution Review Documentation
- e. The Contractor shall be responsible for informing its personnel (hereinafter includes persons employed by the Contractor as an agent, consultant, or subcontractor) of the provisions of this clause and providing original MDA PPBE certifications "PPBE Non-Disclosure Agreements" (MDA Form 99 attached in Section J) to the Contracting Officer within fifteen (15) days after the award of the task order. 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 Management and Technology Operations all information technology equipment to include telefax and reproduction machines.
  - (2) Infrastructure and Environment Directorate all other equipment and furniture.
- h. Processing PPBE data at the Contractor's facility shall be performed only when absolutely essential and processing in Government workspaces is impractical. Prior to the processing of any such data outside of a Government facility or removal of PPBE data from a Government facility, the Contractor shall submit a written plan to the Contracting Officer outlining the procedures for maintaining and safeguarding such data at its facility. The Contractor shall submit its own plan or a plan which meets the general requirements identified in MDA Directive 7045.01. The plan shall be approved in writing by the Contracting Officer prior to removal of any PPBE data from a Government facility or the processing of any such data in the contractor's facility. A Contractor may submit a separate plan for each of its facilities that need to maintain such data or one plan as long as any differences between the procedures followed at each facility are clearly distinguishable in the plan. If an agent, consultant, or subcontractor requires the processing of PPBE data at its facility(s), they also must submit a separate facility plan through the prime Contractor for approval by the Contracting Officer.
- NOTE: A plan is not required for Contractor personnel who have been given prior access to PPBE data to transport, process, or maintain such data at a Government or an MDA-approved contractor facility. (Verification of MDA approved Contractor facilities and authorized personnel can be obtained only from the Contracting Officer.)
- i. If the Contractor is not required to process PPBE data at its facility(s), the contractor shall inventory all Government documents in its possession. The contractor shall notify the Contracting Officer in writing of such documents and request the method of document disposal. If the requirement to process such data at the contractor's facility(s) changes in the future, compliance with paragraph h above shall be required.
- j. The Contractor shall provide training for all employees who require access to PPBE data on the proper handling and disclosure of such data. The contractor shall be responsible for ensuring that persons in their employment that have been granted access to PPBE data understand the consequences of divulging such data. Revealing PPBE data to unauthorized persons may provide other companies with an unfair advantage in future competitions or jeopardize national security interests.

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

#### H-08 MIDAESS KEY PERSONNEL QUALIFICATIONS (FEB 2012)

- a. The Contractor shall notify the Contracting Officer and Contracting Officer's Representative prior to making any changes or additions to key personnel. The qualifications for key personnel shall meet or exceed the applicable labor competency level description attached to Section J. Key personnel positions are defined as: Contract Program Manager, Subject Matter Expert (SME), and other personnel identified in individual task orders. The use of a SME on any effort requires advance government approval.
- b. All Contractor notifications must provide the name, complete resume for the proposed replacement/addition, departure date for incumbent personnel leaving, and any other pertinent information requested by the Contracting Officer. The Government shall be provided the opportunity to review the proposed replacement/additional personnel qualifications, security matters, or any other concerns which could, in its opinion, affect performance under this contract.
- c. This clause does not, in any way, abrogate the contractor's authority to hire or assign personnel as it sees fit, or its responsibility to fill key positions with qualified personnel.

### H-07 CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS (MAY 2009)

- 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 (VAR/VAL) no longer supports this contract. This requirement shall apply to both Contractor and employee initiated termination of services and to temporary suspension of services.
- b. The contractor will take the following actions to remove the employee and ensure the return to Government control of all badges, keycards, identification documents, and/or passes. Specifically the contract Facility Security Officer will:
- (1) Notify in writing the COR, contract Program Manager/Deputy Program Manager, the employee's contract work supervisor, the corporate on-site security lead (if applicable), and the local MDA Security Operations Center (SOC).
- (2) Work with the COR and contact PM/DPM to ensure the immediate removal of the employees from MDA premises;
- (3) Work with the COR and contact PM/DPM to remove the employee from the current Visit Authorization Request /Letter (VAR/VAL);
- (4) Work with the COR and contact PM/DPM to obtain any Common Access Card, Government issued Building Pass/badge; or vehicle decals issued pursuant to the VAR/VAL, and turn them in to the respective issuing authorities; and

- (5) Work with the COR and contact PM/DPM to ensure the cancellation of MDA LAN account/access privileges.
- c. The contractor shall identify the reason for and date of termination or expected period of suspension and submit the notification to the COR within five (5) working days prior to service discontinuation. For unplanned termination or suspension of services, notification shall be made on the same working day as the termination/suspension action. Reasons for VAR/VAL cancellation include: Change of Employment, Change of Job Function, Loss of Clearance or Other.

#### H-06 MDA VISIT AUTHORIZATION PROCEDURES (APR 2009)

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

Missile Defense Agency, Security Operations Center 7100 Defense Pentagon Washington, DC 20301-7100

Telephone No.: (703) 697-8204 Facsimile No.: (703) 693-1526

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

# H-05 BALLISTIC MISSILE DEFENSE SYSTEM (BMDS) INTERFACE SUPPORT, COOPERATION, AND INFORMATION SHARING AMONG MISSILE DEFENSE AGENCY (MDA) CONTRACTORS (MAY 2009)

- a. The Government requires the complete integration of platforms, sensors and other components of the BMDS which were or are under separate development by multiple contractors. To facilitate the complete development and integration of the BMDS, it is critical that all contractors supporting MDA furnish, receive and exchange technical and other information, to include proprietary information. This information may include information regarding interfaces, commonality of parts, processes, and procedures and common efficiencies across the BMDS.
- b. Consequently, during the performance of this contract, the contractor must provide technical and other information (to include proprietary information) to other ballistic missile defense (BMD) contractors and Government agencies to facilitate these agency objectives. Additionally, the contractor must safeguard from unauthorized use or disclosure technical, proprietary, and other information furnished to it by other BMD contractors during performance of this contract.
- c. The contractor must negotiate appropriate associate contractor agreements (ACAs) and non-disclosure agreements (NDAs) with such other BMD contractors as necessary to implement the exchanges of information described above and protect proprietary information from unauthorized disclosure or use. These agreements must not restrict any of the Government's rights established pursuant to this or any other contract. The contractor must provide copies of the ACAs and NDAs to the Contracting Officer so that the Government can document the flow of information.
- d. The contractor's performance with respect to integration support, cooperation, and the exchange and sharing of information with other BMD contractors, must comply with this contract's security classification and controlled unclassified information requirements as outlined in the DD Form 254 incorporated into this contract.

- e. The contractor must include the requirements of this clause in each of its subcontracts. This does not relieve the contractor of its responsibility to manage its subcontractors effectively nor does it establish privity of contract between the Government and subcontractors.
- f. The Government will assess the contractor's performance and ability to effect interface support, cooperate, and share and exchange information with other BMD contractors as part of the annual performance assessment. The Government will input this assessment into the DoD Past Performance Information Retrieval System.

H-04 ORGANIZATIONAL CONFLICT OF INTEREST (OCI) AND ACCESS AND USE OF PROPRIETARY AND NONPUBLIC INFORMATION (JUL 2009)

#### a. Introduction

- (1) The Missile Defense Agency's OCI policy is in Attachment 5 of this contract.
- (2) The term "contractor" as used in this clause includes the contractor, all its separate corporate divisions or entities, subcontractors at any tier, and all successors in interest.
- (3) The term "organizational conflict of interest" is defined in FAR 2.101 and shall include actual or potential conflicts as well as situations which create an appearance of an OCI. In assessing and addressing conflicts of interest, MDA will follow the guidance in FAR Subpart 9.5.
- (4). This contract requires the contractor to provide support services to the Government that may result in actual or potential conflicts of interest for the contractor, or may provide the contractor with the potential to attain an unfair competitive advantage. To ensure that the contractor's objectivity and judgment are not biased, and to prevent unfair competitive advantages, the contractor shall comply fully with the requirements and restrictions of this clause.
  - b. Eligibility Restrictions on Other MDA-Funded Efforts
    - (1). Bias and impaired objectivity:
- (a) The contracting officer may preclude the contractor from participating in other MDA-funded contracts, as a prime or subcontractor, based upon its performance of technical direction or systems engineering, its participation in the preparation of specifications or work statements, or its performance of evaluation, analysis of services, products or capabilities under this contract.
- (b) These restrictions may be imposed to prevent bias or impaired objectivity in situations where the contractor may be placed in a position of evaluating or favoring its own work products and capabilities, those of other companies with whom it has a financial relationship, or those of its competitors. To preclude bias or impaired objectivity with respect to other MDA-funded contracts, the contractor shall obtain the written approval of the contracting officer before participating in other MDA-funded contracts at the prime or subcontractor levels.
- (c) To the extent that the contractor believes its participation in other MDA-funded contracts should not be proscribed by this clause or the provisions of FAR Subpart 9.5, the contractor shall furnish its detailed justification to the contracting officer and obtain written concurrence that such activities are not objectionable to the agency on the basis of actual or potential OCI's.
  - (2) Continuing duty:

- (a) The contractor is responsible for meeting the terms of this OCI clause, and has an affirmative continuing duty to promptly and fully disclose actual or potential conflicts to the contracting officer and to submit an acceptable mitigation plan to the contracting officer, and update its mitigation plan as necessary.
- (b) The contractor shall review and update its OCI disclosures and its mitigation plan in connection with the competition or award of each task order, and whenever it adds a subcontractor to this contract. The prime contractor has the responsibility for demonstrating that its performance of a task order, to include that of its subcontractors, does not create an actual or potential OCI. The contracting officer may also require the contractor to update its OCI disclosures and mitigation plan prior to a contract modification or contract extension, or at any time an actual or potential OCI is suspected.
- (c) The contractor shall also promptly advise the contracting officer of its intent to acquire other contractors doing business with the agency or that it is being acquired by another contractor. Such notice shall be provided no later than the public acknowledgement of such acquisition actions. No later than 7 days after this notice to the contracting officer, or as sooner as directed by the contracting officer, the contractor shall submit a listing and description of all contracts which may be affected by the acquisitions, identify any conflicts that may result from these acquisition activities, and specify additional mitigation measures.
- (d) The contractor shall establish OCI policies and training to ensure its responsibilities for the identification and prevention of OCIs are met. Such training shall be accomplished upon contract award or no later than upon award of a task order for which the contractor assigns new personnel to the contract, with refresher training conducted annually. The contractor will furnish copies of its policies and training upon request of the contracting officer.
- (3) The contracting officer's decision regarding the existence or nonexistence of an OCI shall be final. The government reserves the right to waive OCIs when in the government's interest.
  - (4) Individual employee conflicts of interest:
- (a) The contractor shall be responsible for maintaining satisfactory standards for employee conduct and integrity. The contractor shall establish measures to identify and resolve individual financial or other conflicts of interest of employees performing this contract, and to prevent employees from using information obtained in connection with this contract for private gain. Employees shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties, accept gratuities or special favors from individuals or organizations with whom the contractor is doing business, or proposes to do business, in performing this contract.
  - (b) Except as authorized by the contracting officer:
- (1) An employee shall not be permitted to provide advice regarding matters in which the employee's individual financial interests may be incompatible with the interests of the government.
- (2) An employee shall not support or participate in a procurement source selection in which he may have an individual financial interest in any of the competitors for the procurement.
- (3) Individual financial interests shall include the financial interests of an employee or any member of his household.
- (c) A The contractor shall, upon request, furnish the contracting officer its policies for complying with this provision.
- (5) MDA National Team (MDNT) Participants may work for a MiDAESS contract awardee, including direct or indirect involvement with any subsequently competed MiDAESS Task Orders, so long as they are not continuing to also work as a MDNT Participant. The term "MDNT Participant" means those individuals who are assigned by their MDNT employer to work on the MDNT and, by reason of this assignment, will have access to the

Proprietary Information of others or to information that could provide its employer an unfair competitive advantage. Former MDNT Participants have a continuing duty to protect proprietary information acquired under the MDNT program and to refrain from any non-MDNT use of such information without permission of the owner.

- c. Access and Use of Proprietary and Nonpublic Information
- (1) In the course of performance of this contract, the contractor may obtain access and shall protect from unauthorized disclosure proprietary information of other contractors. The contractor agrees that it shall treat such information consistent with the restrictions imposed on such information. Unless the government has obtained prior consent to the contractor's use or access to another contractor's proprietary information, the contractor shall enter into a written nondisclosure agreement with other contractors for the protection of their proprietary information, and shall protect such information from unauthorized release or use.
- (2) In the course of performance of this contract, the contractor may also obtain access to and generate non-public information. Non-public information consists of government sensitive information and includes, but is not limited to: acquisition planning and strategy; statements of work and solicitations, planning, programming, budgeting and execution (PPBE) information; the government's financial information; information pertaining to the operation and plans of the agency or the federal government; and information that would be protected from disclosure pursuant to an exemption under the Freedom of Information or Privacy Acts. Except to the extent such information has been made available to the public, the contractor agrees that it shall not disclose or use such information without the prior approval of the contracting officer. The contractor agrees that it shall not use such information for any private purpose or permit any employee to use such information for any private purpose.
- (3) Proprietary and nonpublic information shall be used solely in performance of this contract and shall not be disclosed to other contractor employees or officials. Such information shall not be disclosed to government employees except on a need to know basis. The contractor shall take appropriate measures to ensure such information is only used by the contractor employees involved in performance of this contract, and shall create firewalls and other appropriate measures to ensure such information is only disclosed and used by employees performing this contract. The contractor (and its officers) shall not solicit or obtain proprietary or nonpublic information from its employees who are performing this contract. The contractor shall promptly report all unauthorized disclosures in violation of this provision, and actions it has taken to preclude future occurrences.
- (4) The contractor additionally shall establish nondisclosure policies and training to ensure its responsibilities for the protection of proprietary and nonpublic information are met. Such training shall be accomplished upon contract award or no later than upon award of a task order for which the contractor assigns new personnel to the contract, with refresher training conducted annually. The contractor shall obtain nondisclosure agreements from all employees who receive such information and shall provide to the contracting officer a list of all employees who have executed such agreements upon commencement of performance of this contract, and on an annual basis thereafter, and as requested by the contracting officer. The contractor will also furnish copies of the agreements to the contracting officer on request. The contractor shall also furnish its nondisclosure policies and training programs to the contracting officer if requested.
- (5) To address contingencies not specifically addressed by this clause, the contracting officer may direct the contractor to take additional appropriate measures to safeguard information, particularly during the course of the development of acquisition strategy and its implementation, and in support of a source selection.
- (6) In order to facilitate the complete development and integration of the BMDS, the contracting officer may additionally direct the contractor to negotiate appropriate nondisclosure agreements with the agency's major development contractors.
- (7) In performance of this contract, contractor employees shall wear name tags or badges which disclose their contractor status, and shall promptly identify themselves, and their corporate affiliation prior to engaging in communications involving proprietary or nonpublic information.

- (8) Proprietary and nonpublic information shall not be stored in contractor facilities or on contractor equipment except as authorized by the contracting officer. Should such information be stored in other than government facilities or equipment, the contractor shall furnish for contracting officer approval its policies for safeguarding and storing such information, will comply with the information assurance provisions of this contract, and will allow the contracting officer access to its facilities and equipment for the purpose of ensuring proprietary and nonpublic information is properly safeguarded and stored.
- (9) Upon the termination of the contract, the contractor shall not retain any proprietary or nonpublic information, except as authorized by the contracting officer. The contractor shall submit its plan for the return, destruction or other disposition of such information as part of its transition plan.
- d. Flow down requirements: The contractor shall include this clause in all subcontracts for performance of any portion of this contract, and shall be responsible for ensuring its subcontractors strictly adhere to the requirements imposed by this clause.
- e. Remedies: Compliance with this clause shall be a material requirement of this contract. Should the contractor fail to comply with this clause or misrepresent relevant facts in its disclosures or submissions, the government may terminate the contract for default, and pursue other appropriate remedies.
- f. The requirements of this clause are in addition to those contained in the Contractor Access to Planning, Programming, Budgeting, and Execution Data clause.

#### H-03 PUBLIC RELEASE OF INFORMATION (APR 2009)

- a. The policies and procedures outlined herein apply to information submitted by the Contractor and his subcontractors for approval for public release. Prior to public release, all information shall be cleared as shown in the "National Industrial Security Program Operations Manual" (DoD 5220.22-M). At a minimum, these materials may be technical papers, presentations, articles for publication and speeches or mass media material, such as press releases, photographs, fact sheets, advertising, posters, compact discs, videos, etc.
- b. All materials which relate to the work performed by the contractor under this contract shall be submitted to MDA for review and approval prior to release to the public. Subcontractor public information materials shall be submitted for approval through the prime contractor to MDA.
- c. The MDA review and approval process for contractors working under an MDA contract starts with the contracting officer's representative (COR).
- (1) The contractor shall request a copy of MDA form "Security and Policy Review Worksheet for Public Release Review" (.pdf format) or any superseding form from the MDA.
- (2) The contractor shall complete Blocks 1, 2, 3 and 6 of the Clearance Request form (or comply with the instructions of any superseding form) and submit it with materials to be cleared to the COR (see paragraph j. below). If the information was previously cleared, provide the Public Release Case Number if available and a copy of the previous document highlighting the updated information.
- (3) The COR may affirm "public releaseability" by signing the Statement of Certification in Block 7 of the Clearance Request.
- (4) The COR will forward the Clearance Request with the materials to be cleared to the MDA designated point of contact for Block 8 approval and submission of package to MDA/PA.
  - (5) The COR will notify the contractor of the agency's final decision regarding the status of the request.

- d. The contractor shall submit the following to the COR at least 60 days in advance of the proposed release date:
  - (1) Security and Policy Review worksheet and one (1) electronic copy of the material to be reviewed.
  - (2) Written statement, including:
    - (a) To whom the material is to be released
    - (b) Desired date for public release
- (c) Statement that the material has been reviewed and approved by officials of the contractor or the subcontractor, for public release, and
  - (d) The contract number.
  - e. The items submitted must be complete. Photographs shall have captions.
- f. Outlines, rough drafts, marked-up copy (with handwritten notes), incorrect distribution statements, FOUO information, export controlled or ITAR information will not be accepted or cleared.
- g. Abstracts or abbreviated materials may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, clearance of abstracts or abbreviated materials does not satisfy the requirement for clearance of the entire paper.
- h. The MDA Director of Public Affairs (MDA/PA) is responsible for coordinating the public release review. MDA/PA will work directly with the COR if there are questions or concerns regarding submissions. MDA/PA will not work with contractors who have not gone through their COR.
- i. Once information has been cleared for public release, it is in the public domain and shall always be used in its originally cleared context and format. Information previously cleared for public release but containing new, modified or further developed information must be submitted again for public release following the steps outlined in items a. through h. above.
- j. Due to time and screening constraints, it is recommended that all "public release" packages submitted to MDA be forwarded by a commercial overnight delivery service, addressed as follows:

Missile Defense Agency/MDA/DACM/MS Attn (b)(6) Bradford Building 5222 Martin Road Redstone Arsenal, AL 35898

#### H-02 AUTHORIZED TRAVEL AND TRAVEL COSTS AS SPECIFIED UNDER A TRAVEL CLIN (APR 2009)

- a. Travel. All contractor travel (non-local) that is directly billed under this contract as a specific travel CLIN (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.
  - 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. Such approval will be granted only after review and government acceptance of contractor documentation showing that extended commuting travel is the most effective means of fulfilling the government's requirements cost and other factors considered.
- (2) Extended commuting travel may be authorized for up to 90 days at a time and must be authorized in advance as stated in b. (1) above.

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

#### H-01 TASK ORDERING (MAY 2009)

#### a. GENERAL INFORMATION:

- (1) The Government will issue the Request for Task Order Proposal (RTOP) to the prime contractor(s) consistent with the ordering procedures contained in FAR, DFARS and MDA guidance. The agency intends to give all multiple award contractors a "fair opportunity" to compete for all tasks orders unless an exception is authorized in statute or regulation to the "fair opportunity" process (see FAR 16.505(b), and as it may be amended in the future). TO's will predominantly be issued on a Firm-Fixed Price Basis. For FFP task order awards, invoicing and payment terms will be negotiated at the individual task order level. The government may issue cost-type TO's, if the nature of the work warrants. The government may require the submittal of cost and pricing data with proposals for cost-type task orders.
- (2) Performance can only be authorized by issuance of a task order or revision thereto issued by the contracting officer. All task orders will be issued in writing via DD Form 1155. Any changes will be issued in writing, will set forth any additional obligation incurred by the Government, will be adequately funded, and shall be signed by the PCO in advance of the contractor initiating the change.
- (3) It is anticipated that orders will be solicited, negotiated, and awarded based on bilateral agreement of the parties. In emergency situations or when a bilateral task order cannot be otherwise definitized in a timely manner, the government reserves the right to issue unilateral task orders on an undefinitized basis. Any such undefinitized unilateral task order shall be definitized in accordance with DFARS 252.217-7027 (Contract Definitization) utilizing a not to exceed ceiling amount provided by the contractor.
- (4) The Government may release task order proposal data submitted by the contractor to non-Government advisors for review and analysis. These contractor personnel are restricted by the "Organizational Conflict of Interest" clause in their respective contracts from being a prime, subcontractor, or teaming partner on any other MDA contract. CACI, Incorporated, Kepler Research, Incorporated and Mitre, which are precluded from competing on any other MDA contract and have nondisclosure requirements pertaining to the use and disclosure of proprietary information in their respective contracts, will review contractor submitted proposal data. The Government will also disclose the identity of any other contractors which may be provided access to contractor submitted proposal data in connection with task order competitions. The contractor agrees, by submission of their task order proposal, to have it reviewed by these contractors: CACI, Incorporated, Kepler Research, Incorporated, and Mitre.
- (5) The task order ombudsman's role is to review complaints from contractors awarded multiple award indefinite-quantity contracts to ensure they are afforded a fair opportunity to be considered for orders, as detailed in the contract. Our task order Ombudsman is:

Competition Advocate

MDA/DACP

7100 Defense Pentagon

Washington, DC 20307-7100 Email: usncr-dacp1@mda.mil

- b. TASK ORDER PROPOSAL PROCESS: The government will prepare an RTOP which will include as a minimum (i) a performance work statement (PWS), (ii) overall period of performance, (iii) DD Form 254 (if different from the basic contract DD Form 254), (iv) any government furnished equipment (GFE), and (v) applicable evaluation criteria. Upon receipt of the RTOP, the contractor shall submit its proposal for the task order effort within the designated time allotted in the RTOP. During this period, contractors will be afforded the opportunity to submit questions regarding the draft requirement. Each RTOP proposal shall include a brief description of the following (if requested in the RTOP):
  - (1) How the Contractor proposes to accomplish the effort, including a description of the performing team member(s), including the one individual who will act as the single point of contact. The contractor's proposed technical solution may be provided via an oral technical presentation, as well as written, as specified in the RTOP.
  - (2) Order estimate by CLIN, including the mix of labor competency levels, hours and rates. Rates shall be at or below those contained in the Pricing Tables attached in Section J of the base contract. Submitted labor competency levels shall be IAW with the descriptions and position requirements located in the competency level description (also attached in Section J.)
  - (3) Availability and capability of key personnel that would perform under the task order to include resumes. (Resume format may be provided in the RTOP.)
  - (4) The percentage of the proposed total price for the task order that will go to small businesses either as the prime contractor or as the first tier subcontractor. Small businesses shall be defined by the applicable size standard associated with the NAICS code solicited in the basic contract RFP.
  - (5) For each RTOP after the first, the actual percentage of the total price of previous task orders that went to small businesses either as a prime contractor or a first tier subcontractor. Small businesses shall be defined by the applicable size standard with the NAICS code associated with the base contract RFP. A separate percentage should be submitted for each previous task order received under this contract.
  - (6) Resolution of any potential organizational conflict(s) of interest (OCI) or a statement explaining why none exists. Submit as needed, revisions to OCI Mitigation Plan.
  - (7) Any additional input as required by the RTOP.
- c. TASK ORDER CRITERIA AND EVALUATION PROCESS.
  - (1) The evaluation criteria will reflect best value analysis for performance-based acquisition. The Federal Acquisition Regulation encourages consideration of non-price evaluation factors as part of the best value analysis. In making the best value determination, it is possible that after conducting a tradeoff analysis of the proposals, the lowest price may not necessarily represent the best value.
  - (2) After responses, to include oral presentations, have been evaluated against the factors identified in the RTOP, and the contractor's rates have been verified, the order will be placed with the contractor whose proposal represents the best value to meet the Government's needs. Oral presentations along with written proposals or oral proposals may be required as specified in individual RTOPs.
  - (3) Contractors are put on notice that, among other evaluation factors listed in the RTOP, total small business utilization for the proposed task order will be an evaluation factor. Contractors are also put on notice that after the issuance of the first task order, past performance with regard to proposed small business utilization on previous task orders will be an evaluation factor on every RTOP.
  - (4) Performance data will be collected IAW the Quality Assurance Surveillance Plan (QASP) provided in each task order. All past performance data, including CPARS data shall be utilized in the evaluations of task order proposals. The Government reserves the right to not award a task order after issuing an RTOP.

#### H-18 ENTRY OF ADDITIONAL CONTRACTORS (MAY 2009)

The Government reserves the right to add additional contractors to each capability group, particularly if contractors do not maintain a satisfactory record of past performance, if the number of contractors in any capability

group should fall below two contractors, or if the small business contractor's size standard changes as result of the recertification requirements contained in FAR 19.301-2.

#### H-19 ASSIGNMENT OF RIGHTS (Task Orders) (JUN 2009)

Per DFARS 252.227-7020, Rights in Special Works, those works specifically identified in the individual task orders that are first produced, created, or generated under the task order and required to be delivered must contain the following notice: "C (Year date of delivery) United States Government, as represented by the Secretary of Defense. All rights reserved." In addition, the contractor hereby relinquishes any rights to use or disclose such works beyond what is required by the contract or specifically approved by the Government. Use on other federal Government contracts is approved, unless otherwise stated in the task order.

#### CLAUSES INCORPORATED BY FULL TEXT

#### H-06 INSURANCE (Apr 2009)

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

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

# H-16 COMPLIANCE WITH FAR 52.219-14, LIMITATION ON SUBCONTRACTING (referred to as the "50% rule") (APR 2009)

- a. The period of time used to determine compliance with FAR 52.219-14, Limitation on Subcontracting, will be the base contract period, including all task orders issued under the contract. Small business contractors do not have to comply with the "50% rule" on each task order.
- b. In accordance with 13 CFR Section 125.6(i), if the contractor is a joint venture and meets the following requirements, compliance with the "50% rule" will apply to the cooperative effort of the joint venture, not its individual members:
  - (1) The joint venture contractor is exempt from affiliation under 13 CFR Section 121.103(h)(3); and,
  - (2) The joint venture contractor qualifies as a small business concern.

c. Pursuant to 13 CFR Section 121.103(h), a joint venture may or may not be in the form of a separate legal entity.

#### H-17 ACQUISITION OMBUDSMAN (MAY 2009)

The MDA Acquisition Ombudsman is the Executive Director of the Agency. Government and contractor personnel may directly contact the Acquisition Ombudsman to ask that he inquire into any acquisition integrity issue and resolve it appropriately. The Acquisition Ombudsman will assist in handling integrity, fairness or other issues associated with individual contracts, award fee recommendations, and negotiations. His objective is to help MDA ensure that our processes, and their implementation, are fair, unbiased and consistent. You may contact the Acquisition Ombudsman at 703-697-7691, or by mail at Missile Defense Agency/DX, 7100 Defense Pentagon, Washington, D.C. 20307-7100

# Section I - Contract Clauses

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52.203-7	Anti-Kickback Procedures	JUL 1995
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52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
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52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
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52.232-20	Limitation Of Cost	APR 1984
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#### CLAUSES INCORPORATED BY FULL TEXT

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

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through 60 months after contract award (base ID/IQ expiration).
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor:
- (1) Any order for a single item in excess of \$100,000,000;
- (2) Any order for a combination of items in excess of \$100,000,000; or
- (3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the

Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 12 months after the expiration of the ordering period.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

Federal Acquisition Regulation (FAR) http://www.arnet.gov/far/

Defense Federal Acquisition Regulation Supplement (DFARS) http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

(End of clause)

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Attribution information means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor information system means an information system belonging to, or operated by or for, the Contractor.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Cyber incident means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

Exfiltration means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

- (b) Safeguarding requirements and procedures for unclassified controlled technical information. The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—
- (1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—
- (i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or
- (ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—
- (A) The required security control identified in the following table is not applicable; or
- (B) An alternative control or protective measure is used to achieve equivalent protection.

(2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1--Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations" (http://csrc.nist.gov/publications/PubsSPs.html).)

BILLING CODE 5001-06-P [GRAPHIC] [TIFF OMITTED] TR18NO13.031

BILLING CODE 5001-06-C

#### Legend:

AC: Access Control

AT: Awareness and Training MP: AU: Auditing and Accountability CM: Configuration Management

CP: Contingency Planning

IA: Identification and Authentication

IR: Incident Response MA: Maintenance MP: Media Protection

PE: Physical & Environmental Protection

PM: Program Management RA: Risk Assessment

SC: System & Communications Protection

SI: System & Information Integrity

- (c) Other requirements. This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.
- (d) Cyber incident and compromise reporting.
- (1) Reporting requirement. The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<a href="http://dibnet.dod.mil/">http://dibnet.dod.mil/</a>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:
- (i) Data Universal Numbering System (DUNS).
- (ii) Contract numbers affected unless all contracts by the company are affected.
- (iii) Facility CAGE code if the location of the event is different than the prime Contractor location.
- (iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).

- (v) Contracting Officer point of contact (address, position, telephone, email).
- (vi) Contract clearance level.
- (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network.
- (viii) DoD programs, platforms or systems involved.
- (ix) Location(s) of compromise.
- (x) Date incident discovered.
- (xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).
- (xii) Description of technical information compromised.
- (xiii) Any additional information relevant to the information compromise.
- (2) Reportable cyber incidents. Reportable cyber incidents include the following:
- (i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.
- (ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.
- (3) Other reporting requirements. This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).
- (4) Contractor actions to support DoD damage assessment. In response to the reported cyber incident, the Contractor shall—
- (i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;
- (ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and
- (iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.
- (5) DoD damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

- (e) Protection of reported information. Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.
- (f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.
- (g) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

(End of clause)

#### 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

#### (Note: This clause will be applicable to fixed price Task Orders that are Incrementally Funded)

- (a) Contract line item(s) <u>0002</u> through <u>0005</u> are incrementally funded. For these item(s), the sum of \$\_\_\_\_\_ of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least <u>ninety</u> days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract if fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

To be determined at TO level

On execution of contract \$-(month) (day), (year) \$--(month) (day), (year) \$--(month) (day), (year) \$--(End of clause)

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

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Exhibit/Attachment Table of Contents

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Attachment 01	Performance Work Statement (PWS) for Acquisition Support Capability Group	17 Oct 13	28
Attachment 02	Labor Competency Levels, Descriptions, and Rates (LCDR) Table as provided in the contractor's proposed dated 04 June 2010, is incorporated by reference.	al,	
Attachment 03	DD Form 254, Contract Security Classification Specification for Acquisition Support Capability Group	30 Jun 10	13
Attachment 04	PPBE Non Disclosure Form (Form 099)	Mar 09	2
Attachment 05	Missile Defense Agency Statement of Policy Regarding Organizational Conflict of Interest (OCIs)	8 Jun 09	7
Attachment 06	Acronyms List	17 Jun 09	8
Attachment 07	OCI Mitigation Plan	16 Jul 10	30

		0	RDER FO	R SUPP	LIES OR S	SERVICES	5			PA	AGE 1 OF 30
I. CONTRACT/PURC AGREEMENT NO. HQ0147-10-D-00			DELIVERY ORDE	R/ CALL NO	3. DATE OF OR (YYYYMMMD 2013 Mar 27	D)	EQ./PU	JRCH.REQUES	NO.	5. PRI	ORITY
6. ISSUED BY MISSILE DEFENSE CONTRACTS DIRE BLDG 5222 MARTIN REDSTONE ARSEN	CTORATE N RD		HQ0147	7. A	SEE ITEM		han 6)	CODE [			ELIVERY FOB  DESTINATION OTHER  e Schedule if other)
NAME 91 HAR	R ECH SERV TWELL AV TON MA 02	ICES INC. E 3RD FL	1KKR5		FACILITY		SEE S	CLIVER TO FOB	-		ARK IF BUSINESS IS SMALL SMALL DISADVANTAGED WOMEN-OWNED
								tem 15			
SEE SCHE	DULE	CODE		DFA 8899	PAYMENT WII S INDIANAPOLIS EAST 56TH STR IANAPOLIS IN 46	S CENTER EET	ВҮ	CODE HQ047	1	PA PA IDI N	MARK ALL C KAGES AND APERS WITH ENTIFIC ATIO N UMBERS IN O C KS 1 AND 2.
16. DELIVE	ERY/ X	This delivery or	der/call is issued o	n another Gov	ernment agency or	in accordance wit	h and su	bject to terms and	l condition:	s of above numbe	ered contract.
OF PURCHA	A SE	Reference your Furnish the foll	quote dated owing on terms spe	ecified herein.	REF:						
ACCEPT ANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.  NAME OF CONTRACTOR  SIGNATURE  TYPED NAME AND TITLE  DATE SIGNED (YYYYMMMDD)  17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE  See Schedule											
18. ITEM NO.		19. SCHEI	OULE OF SUPP	LIES/ SERV	TICES	20. QUAN' ORDEI ACCEF	RED/	21. UNIT 22. UNIT PRICE 23. AMO			23. AMOUNT
			SEE SCHE	DULE ED STATES OF	F AMERICA						
* If quantity accepted quantity ordered, ind quantity accepted bel-	icate by X. I	f different, enter	actual EMAIL: (b)(6)			(b)(6		ORDERING OFFI		25. TOTAL 26. DIFFERENCES	\$18,530,041.88
27a. QUANTITY IN COLUMN 20 HAS BEEN  INSPECTED RECEIVED ACCEPTED, AND CONFORMS TO THE  CONTRACT EXCEPT AS NOTED  b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE c. DATE d. PRINTED NAME AND TITLE OF AUTHORIZED											
(YYYYMMMDD) GOVERNMENT REPRESENTATIVE											
e. MAILING ADI	DRESS OF	AUTHORIZE	ED GOVERNME	ENT REPRE	SENT AT IVE	28. SHIP NO.		29. DO VOUC	HER NO.	30. INITIALS	
f. TELEPHONE NUMBER g. E-MAIL ADDRESS PARTIAL FINAL 32. PAID BY CORRECT FO											
36. I certify this					118 - 970 9 27 27 2	31. PAYMEN	Т			34. CHECK	NUMBER
a. DATE b. (YYYYMMMDD)	SIGNATU	JRE AND TIT	LE OF CERTIF	YING OFF	ICER	COMPI PARTIA FINAL				35. BILL OF	LADING NO.
37. RECEIVED A	Т 38	. RECEIVED	ВҮ	39. DATE	RECEIVED	40.TOTAL CONTAIN	2019/00/1907	41. S/R ACCO	UNT NO	42. S/R VOU	JCHER NO.

Section B - Supplies or Services and Prices

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE 0014 1 Lot

PRICE AMOUNT

(b)(4)

Travel COST

This CLIN will be used for Government approved travel in accordance with procedures set forth in H-02 clause entitled, "Authorized Travel and Travel Costs as specified under a Travel CLIN". Cost will be in accordance with the Joint Travel Regulation (JTR). This includes a fixed burden factor. Fee is not allowed.

FOB: Destination

PURCHASE REQUEST NUMBER: HQ0147324260

ESTIMATED COST

(b)(4)

FSC CD: R415

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE

001401

Travel COST

FOB: Destination

PURCHASE REQUEST NUMBER: HQ0147324455

ESTIMATED COST

(b)(4)

**AMOUNT** 

(b)(4)

ACRN AA

CIN: HQ0147324455001401

FSC CD: R415

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE

001402

Funding for Travel CLIN 0014

COST

PR#: HQ0147324607; Basic; Line Item#: 1

FOB: Destination

PURCHASE REQUEST NUMBER: HQ0147324607

ESTIMATED COST

(b)(4)

AMOUNT

ACRN AA

MOUNT

(b)(4)

AMOUNT

(b)(4)

(b)(4)

CIN: HQ01473246070001

FSC CD: R414

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE

001403

IF for Travel; DA

COST

PR# HQ0147324982 - Line Item #1

FOB: Destination

PURCHASE REQUEST NUMBER: HQ0147326183

ESTIMATED COST

ACRN AB

CIN: HQ01473261830001

FSC CD: R414

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE

001404

IF for Travel; DA/SB

COST

PR# HQ0147326183 - Line Item #2

FOB: Destination

PURCHASE REQUEST NUMBER: HQ0147326183

ESTIMATED COST

ACRN AB

CIN: HQ01473261830002

AMOUNT

(b)(4)

AMOUNT

(b)(4)

(b)(4)

ITEM NO SUPPLIES/SERVICES UNIT UNIT PRICE QUANTITY

001405

DA/SB Travel

COST

PR HQ0147329232 Line # 1

FOB: Destination

PURCHASE REQUEST NUMBER: HQ0147329232

ESTIMATED COST

ACRN AC

CIN: HQ01473292320001

FSC CD: R414

SUPPLIES/SERVICES ITEM NO QUANTITY UNIT UNIT PRICE

001406

Incremental Funding (DA)

COST

FOB: Destination

PURCHASE REQUEST NUMBER: HQ0147438462

ESTIMATED COST

ACRN AB

CIN: HQ01474384620002

FSC CD: R414

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE** 1 Lot

0015

Other Direct Costs

COST

This CLIN is for other direct costs that are incidental to the A&AS services provided under this contract. ODCs will be defined and authorized in individual TOs. This includes a fixed burden factor. Fee is not allowed.

FOB: Destination

PURCHASE REQUEST NUMBER: HQ0147324260

**ESTIMATED COST** 

(b)(4)

AMOUNT

(b)(4)

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE** 

001501

Funding for ODC CLIN 0015

COST

PR#: HQ0147324982; Basic; Line Item# 2

FOB: Destination

PURCHASE REQUEST NUMBER: HQ0147324982

ESTIMATED COST

ACRN AB

CIN: HQ01473249820002

(b)(4)

MOUNT (b)(4)

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE

001502

Incremental Funding

COST

Incremental Funding is provided for conference booth fee and material handling fees for Missile Defense Agency(MDA) Executive Director(DX) approved Small

Buiness Conferences for MDA Small Business Office.

FOB: Destination

PURCHASE REQUEST NUMBER: HQ0147432791

ESTIMATED COST

ACRN AE

CIN: HQ01474327910001

(b)(4)

AMOUNT

(b)(4)

FSC CD: R415

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE **AMOUNT** 

001503

Incremental Funding

COST

FOB: Destination

PURCHASE REQUEST NUMBER: HQ0147438462

ESTIMATED COST

ACRN AB

CIN: HQ01474384620001

(b)(4)

(b)(4)

SUPPLIES/SERVICES UNIT UNIT PRICE ITEM NO QUANTITY 0017 1 Lot Labor **CPFF** Task Orders (TOs) will be issued on a Cost Plus Fixed Fee(CPFF) basis for non personal advisory and assistance (A&AS) services for Acquisition Management (MDA/DA) as defined in the Performance Work Statement (PWS) in Section J. FOB: Destination PURCHASE REQUEST NUMBER: HQ0147324260 (b)(4)ESTIMATED COST FIXED FEE TOTAL EST COST + FEE

FSC CD: R415

SUPPLIES/SERVICES UNIT PRICE ITEM NO QUANTITY UNIT AMOUNT 001701 Labor - IF **CPFF** FOB: Destination PURCHASE REQUEST NUMBER: HQ0147324260 (b)(4) ESTIMATED COST FIXED FEE TOTAL EST COST + FEE ACRN AA

FSC CD: R415

CIN: HQ0147324260001701

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT (b)(4)001702 Funding for Labor CLIN 0017 PR#: HQ0147324982; Basic; Line Item# 2

> FOB: Destination PURCHASE REQUEST NUMBER: HQ0147324982

(b)(4)ESTIMATED COST FIXED FEE TOTAL EST COST + FEE ACRN AB

CIN: HQ01473249820001

FSC CD: R414

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 001703 (b)(4) Funding for Labor CLIN 0017

**CPFF** 

PR#: HQ0147324982; Basic; Line Item# 3

FOB: Destination

PURCHASE REQUEST NUMBER: HQ0147324982

(b)(4)ESTIMATED COST FIXED FEE TOTAL EST COST + FEE

ACRN AB

CIN: HQ01473249820003

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ITEM NO 001704

SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE

Labor - IF
CPFF
FOB: Destination
PURCHASE REQUEST NUMBER: HQ0147430808

ESTIMATED COST
FIXED FEE

TOTAL EST COST + FEE

ACRN AD

CIN: HQ01474308080001

FSC CD: R414

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE

O01705

Labor - IF

CPFF

FOB: Destination

PURCHASE REQUEST NUMBER: HQ0147430808

ESTIMATED COST (b)(4)
FIXED FEE

TOTAL EST COST + FEE

ACRN AD CIN: HQ01474308080002

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE (b)(4)

EXERCISED Travel COST

his CLIN will be used for Government approved travel in accordance with procedures set forth in H-02 clause entitled, "Authorized Travel and Travel Costs as specified under a Travel CLIN". Cost will be in accordance with the Joint Travel Regulation (JTR). This includes a fixed burden factor. Fee is not

allowed.

FOB: Destination

ESTIMATED COST (b)(4)

FSC CD: R415

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT (b)(4)

Incremental Funding

COST DA Travel FOB: Destination

PURCHASE REQUEST NUMBER: HQ0147434392

ESTIMATED COST (b)(4)

UNIT

**UNIT PRICE** 

ACRN AD

CIN: HQ01474343920001

**QUANTITY** 

101402

ITEM NO

FSC CD: R425

Incremental Funding COST

DA/SB Travel FOB: Destination

SUPPLIES/SERVICES

PURCHASE REQUEST NUMBER: HQ0147434913

ESTIMATED COST

ACRN AD CIN: HQ01474349130001 STIMATED COST (b)(4)

**AMOUNT** 

(b)(4)

FSC CD: R425

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT 101403

**UNIT PRICE** 

AMOUNT

Incremental Funding (DA/SB)

COST

FOB: Destination

PURCHASE REQUEST NUMBER: HQ0147541749

ESTIMATED COST

ACRN AF

CIN: HQ01475417490002

FSC CD: R414

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE** 

1

1015

EXERCISED Other Direct Cost OPTION

COST

This CLIN is for other direct costs that are incidental to the A&AS services provided under this contract. ODCs will be defined and authorized in individual

Lot

TOs. This includes a fixed burden factor. Fee is not allowed.

FOB: Destination

ESTIMATED COST

(b)(4)

AMOUNT

(b)(4)

AMOUNT (b)(4)

FSC CD: R415

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE** 

101501

Incremental Funding

COST

Incremental Funding is provided for conference booth fee and material handling fees IAW DX approved FY14 Calendar of Events Replacement Conferences.

FOB: Destination

PURCHASE REQUEST NUMBER: HQ0147436015

ESTIMATED COST

(b)(4)

ACRN AD

CIN: HQ01474360150001

AMOUNT

FSC CD: R425

101502	Incremental Funding COST FOB: Destination PURCHASE REQUEST	NUMBER: HQ01	47539632		(b)(4)			
	ACRN AD CIN: HQ0147539632000	1		ESTIMATED COST				
ITEM NO 1017 EXERCISED OPTION	SUPPLIES/SERVICES Labor	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT (b)(4)			
	CPFF Task Orders (TOs) will be issued on a Cost Plus Fixed Fee(CPFF) basis for non personal advisory and assistance (A&AS) services for Acquisition Management (MDA/DA) as defined in the Performance Work Statement (PWS) in Section J. FOB: Destination							
				NATED COST FIXED FEE	(b)(4)			
			TOTAL EST	COST + FFF				

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE

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SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE ITEM NO AMOUNT 101701 (b)(4)Incremental Funding **CPFF** FOB: Destination PURCHASE REQUEST NUMBER: HQ0147433545 ESTIMATED COST FIXED FEE TOTAL EST COST + FEE ACRN AD CIN: HQ01474335450001 FSC CD: R414 ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 101702 Incremental Funding **CPFF** MR #639 FOB: Destination PURCHASE REQUEST NUMBER: HQ0147439004 ESTIMATED COST FIXED FEE TOTAL EST COST + FEE ACRN AD CIN: HQ01474390040001 FSC CD: R414 SUPPLIES/SERVICES AMOUNT ITEM NO QUANTITY UNIT UNIT PRICE (b)(4)101703 Incremental Funding **CPFF** FOB: Destination PURCHASE REQUEST NUMBER: HQ0147541022 ESTIMATED COST FIXED FEE TOTAL EST COST + FEE

ACRN AF

CIN: HQ01475410220001

FSC CD: R414

AMOUNT (b)(4) ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE 101704 Incremental Funding **CPFF** FOB: Destination PURCHASE REQUEST NUMBER: HQ0147541749 ESTIMATED COST FIXED FEE TOTAL EST COST + FEE ACRN AF CIN: HQ01475417490001

FSC CD: R414

SUPPLIES/SERVICES UNIT PRICE ITEM NO QUANTITY UNIT AMOUNT 1018 Lot 1 OPTION Surge Labor **CPFF** Task Orders (TOs) will be issued on a Cost Plus Fixed Fee(CPFF) basis for non personal advisory and assistance (A&AS) services for Acquisition Executive (MDA/DA) as defined in the Performance Work Statement (PWS) in Section J. FOB: Destination (b)(4) ESTIMATED COST FIXED FEE

TOTAL EST COST + FEE

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 2014 1 Lot EXERCISED Travel OPTION

> This CLIN will be used for Government approved travel in accordance with procedures set forth in H-02 clause entitled, "Authorized Travel and Travel Costs as specified under a Travel CLIN". Cost will be in accordance with the Joint Travel Regulation (JTR). This includes a fixed burden factor. Fee is not

allowed.

COST

FOB: Destination

(b)(4)ESTIMATED COST

FSC CD: R415

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE** AMOUNT 201401

Incremental Funding

COST

FOB: Destination

PURCHASE REQUEST NUMBER: HQ0147543832

ESTIMATED COST

ACRN AG

CIN: HQ01475438320002

FSC CD: R414

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** 

201402

Incremental Funding

COST

FOB: Destination

PURCHASE REQUEST NUMBER: HQ0147543281

**ESTIMATED COST** 

ACRN AF

CIN: HQ01475432810002

FSC CD: R414

(b)(4)

(b)(4)

(b)(4)

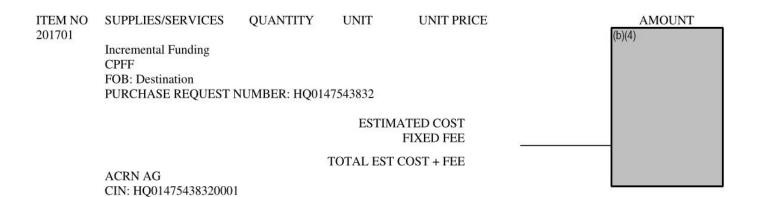
ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE** AMOUNT 2015 1 Lot (b)(4)EXERCISED Other Direct Cost OPTION COST This CLIN is for other direct costs that are incidental to the A&AS services provided under this contract. ODCs will be defined and authorized in individual TOs. This includes a fixed burden factor. Fee is not allowed. FOB: Destination (b)(4)ESTIMATED COST FSC CD: R415 ITEM NO SUPPLIES/SERVICES QUANTITY UNIT PRICE AMOUNT UNIT 201501 (b)(4)Incremental Funding COST FOB: Destination PURCHASE REQUEST NUMBER: HQ0147545575 ESTIMATED COST (b)(4)ACRN AF CIN: HQ01475455750001

Task Orders (TOs) will be issued on a Cost Plus Fixed Fee(CPFF) basis for non personal advisory and assistance (A&AS) services for Acquisition Management (MDA/DA) as defined in the Performance Work Statement (PWS) in Section J. FOB: Destination

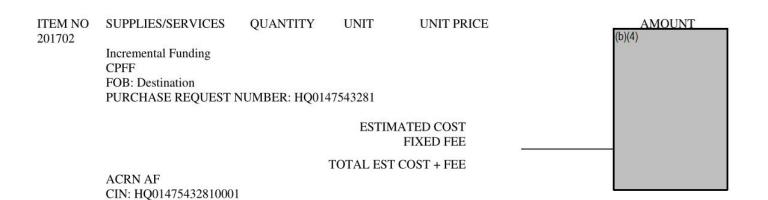
ESTIMATED COST
FIXED FEE

TOTAL EST COST + FEE

FSC CD: R415



FSC CD: R414



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(b)(4)

ITEM NO 2018 SUPPLIES/SERVICES

QUANTITY 1 UNIT Lot UNIT PRICE

AMOUNT (b)(4)

OPTION

Surge Labor

**CPFF** 

Task Orders (TOs) will be issued on a Cost Plus Fixed Fee(CPFF) basis for non personal advisory and assistance (A&AS) services for Acquisition Executive (MDA/DA) as defined in the Performance Work Statement (PWS) in Section J.

FOB: Destination

ESTIMATED COST FIXED FEE

TOTAL EST COST + FEE

FSC CD: R425

ITEM NO

SUPPLIES/SERVICES

QUANTITY 1 UNIT Lot **UNIT PRICE** 

AMOUNT (b)(4)

3014 OPTION

Travel COST

This CLIN will be used for Government approved travel in accordance with procedures set forth in H-02 clause entitled, "Authorized Travel and Travel Costs as specified under a Travel CLIN". Cost will be in accordance with the Joint Travel Regulation (JTR). This includes a fixed burden factor. Fee is not allowed.

FOB: Destination

**ESTIMATED COST** 

(b)(4)

FSC CD: R415

ITEM NO 3015 SUPPLIES/SERVICES

QUANTITY 1 UNIT Lot

**UNIT PRICE** 

**AMOUNT** 

(b)(4)

OPTION Other Direct Cost

COST

This CLIN is for other direct costs that are incidental to the A&AS services provided under this contract. ODCs will be defined and authorized in individual TOs. This includes a fixed burden factor. Fee is not allowed.

FOB: Destination

ESTIMATED COST

(b)(4)

AMOUNT

(b)(4)3017 1 Lot OPTION Labor **CPFF** Task Orders (TOs) will be issued on a Cost Plus Fixed Fee(CPFF) basis for non personal advisory and assistance (A&AS) services for Acquisition Management (MDA/DA) as defined in the Performance Work Statement (PWS) in Section J. FOB: Destination (b)(4)ESTIMATED COST FIXED FEE TOTAL EST COST + FEE FSC CD: R415 **AMOUNT** SUPPLIES/SERVICES UNIT UNIT PRICE ITEM NO QUANTITY 3018 (b)(4)1 Lot OPTION Surge Labor **CPFF** Task Orders (TOs) will be issued on a Cost Plus Fixed Fee(CPFF) basis for non personal advisory and assistance (A&AS) services for Acquisition Executive (MDA/DA) as defined in the Performance Work Statement (PWS) in Section J. FOB: Destination (b)(4)ESTIMATED COST FIXED FEE TOTAL EST COST + FEE

UNIT

**UNIT PRICE** 

ITEM NO

SUPPLIES/SERVICES

QUANTITY

Section C - Descriptions and Specifications

#### SECTION C

## CLAUSES INCORPORATED BY FULL TEXT

The contractor shall perform acquisition support for DA, as described in the Performance Work Statement, attached in Section J.

The Quality Assurance Surveillance Plan (QASP) is attached in Section J.

The contractor shall comply with the DD Form 254 Contract Security Classification Specification, attached in Section J.

The format for the Monthly Cost Report, as referenced in the PWS, is attached in Section J.

The format for the Monthly Status Report, as referenced in the PWS, is attached in Section J.

With regards to the PWS performance objective #2, the contractor's proposed percentage for small business utilization during the performance of this task order is (b)(4)

# INSPECTION AND ACCEPTANCE TERMS

# Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0014	Destination	Government	Destination	Government
00140		Government	Destination	Government
	2 Destination	Government	Destination	Government
	3 Destination	Government	Destination	Government
	4 Destination	Government	Destination	Government
	5 Destination	Government	Destination	Government
	6 Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
00150	1 Destination	Government	Destination	Government
00150	2 Destination	Government	Destination	Government
00150	3 Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
00170	1 N/A	N/A	N/A	Government
00170	2 N/A	N/A	N/A	Government
00170	3 N/A	N/A	N/A	Government
00170	4 N/A	N/A	N/A	Government
00170	5 N/A	N/A	N/A	Government
1014	Destination	Government	Destination	Government
10140	1 Destination	Government	Destination	Government
10140	2 Destination	Government	Destination	Government
10140	3 Destination	Government	Destination	Government
1015	Destination	Government	Destination	Government
10150	1 Destination	Government	Destination	Government
10150		Government	Destination	Government
1017	Destination	Government	Destination	Government
10170	1 Destination	Government	Destination	Government
10170	2 N/A	N/A	N/A	Government
	3 N/A	N/A	N/A	Government
	4 N/A	N/A	N/A	Government
1018	Destination	Government	Destination	Government
2014	Destination	Government	Destination	Government
	1 Destination	Government	Destination	Government
20140		Government	Destination	Government
2015	Destination	Government	Destination	Government
20150		Government	Destination	Government
2017	Destination	Government	Destination	Government
	1 N/A	N/A	N/A	Government
20170		N/A	N/A	Government
2018	Destination	Government	Destination	Government
3014	Destination	Government	Destination	Government
3015	Destination	Government	Destination	Government
3017	Destination	Government	Destination	Government
3017	N/A	N/A	N/A	Government
5010	11/12	14/71	IVA	Government

# DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0014	POP 27-MAR-2013 TO 28-FEB-2014	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
001401	N/A	N/A	N/A	N/A
001402	N/A	N/A	N/A	N/A
001403	N/A	N/A	N/A	N/A
001404	N/A	N/A	N/A	N/A
001405	N/A	N/A	N/A	N/A
001406	N/A	N/A	N/A	N/A
0015	POP 27-MAR-2013 TO 28-FEB-2014	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
001501	N/A	N/A	N/A	N/A
001502	N/A	N/A	N/A	N/A
001503	N/A	N/A	N/A	N/A
0017	POP 27-MAR-2013 TO 28-FEB-2014	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
001701	N/A	N/A	N/A	N/A
001702	N/A	N/A	N/A	N/A
001703	N/A	N/A	N/A	N/A
001704	N/A	N/A	N/A	N/A
001705	N/A	N/A	N/A	N/A

1014	POP 01-MAR-2014 TO 28-FEB-2015	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
101401	N/A	N/A	N/A	N/A
101402	N/A	N/A	N/A	N/A
101403	N/A	N/A	N/A	N/A
1015	POP 01-MAR-2014 TO 28-FEB-2015	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
101501	N/A	N/A	N/A	N/A
101502	N/A	N/A	N/A	N/A
1017	POP 01-MAR-2014 TO 28-FEB-2015	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
101701	N/A	N/A	N/A	N/A
101702	N/A	N/A	N/A	N/A
101703	N/A	N/A	N/A	N/A
101704	N/A	N/A	N/A	N/A
1018	POP 01-MAR-2014 TO 28-FEB-2015	,	MISSILE DEFENSE AGENCY (MDA) (b)(6)  BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6)  FOB: Destination	HQ0147
2014	POP 01-MAR-2015 TO 28-FEB-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
201401	N/A	N/A	N/A	N/A
201402	N/A	N/A	N/A	N/A
2015	POP 01-MAR-2015 TO 28-MAR-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
201501	N/A	N/A	N/A	N/A

2017	POP 01-MAR-2015 TO 28-FEB-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
201701	N/A	N/A	N/A	N/A
201702	N/A	N/A	N/A	N/A
2018	POP 01-MAR-2015 TO 28-FEB-2016	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6)  BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6)  FOB: Destination	HQ0147
3014	POP 29-FEB-2016 TO 18-JUL-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
3015	POP 29-FEB-2016 TO 18-JUL-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0147
3017	POP 29-FEB-2016 TO 18-JUL-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0147
3018	POP 29-FEB-2016 TO 18-JUL-2016	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6)  BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6)  FOB: Destination	HQ0147

## ACCOUNTING AND APPROPRIATION DATA

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CIN HQ01474335				
CIN HQ01474343	920001			
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CIN HQ01474360	0150001			
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CIN HQ01475417	490002			
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AMOUNT: (b)(4)				
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CIN HQ01475438	3320002:			

CLAUSES INCORPORATED BY FULL TEXT

G-01 CONTRACT ADMINISTRATION (MAY 2012)

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

#### a. CONTRACTING OFFICERS

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

The Contract Specialist for this contract is:

Name (b)(6)	
Organizational Code: ME	DA/DACM/MS
Telephone Number: (b)(6)	
E-Mail Address: (b)(6)	
The PCO for this	contract is:
Name: (b)(6)	
Organizational Code: MD	A/DACM/MS
Telephone Number (b)(6)	200
E-Mail Address: (b)(6)	

b. CONTRACTING OFFICER'S REPRESENTATIVE/CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

Neither the Contracting Officer's Representative (COR) nor the Contracting Officer's Technical Representative (COTR) is authorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a formal modification to the contract. The authority of the COR and the COTR is strictly limited to him/her, without redelegation, to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer, a COR or a COTR acting outside the strict limits of his/her responsibilities as set forth in his/her letter of appointment do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

The COR under this contract is:

Name: (b)(6)	
Organizational Cod	e: MDA/DAC
Telephone Number	(b)(6)
E-Mail Address: (b)	)(6)
The COTE  Name (b)(6)	R under this contract is:
Organizational Cod	e: MDA/MS
Telephone Number	(b)(6)
E-Mail Address: (	0)(6)

### c. CONTRACTING OFFICIAL FOR eSRS

FAR 52.219-9, Small Business Subcontracting Plan requires the use of the Electronic Subcontracting Reporting System (eSRS) for subcontract reporting. The contracting official for eSRS under this contract is:

Name (b)(6)	
Organizational Code: MD	A/DACM/MS
Telephone Number (b)(6)	
E-Mail Address: (b)(6)	3.

For detailed information regarding eSRS visit http://www.acq.osd.mil/dpap/pdi/eb/index.html.

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

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

CLIN 0014:	32
Ceiling:	(b)(4)
Total Funded:	
Total Unfunded:	
Funds exhaust date:	30 Sept 2014
CLIN 0015:	" <u> </u>
Ceiling:	(b)(4)
Total Funded:	
Total Unfunded:	
Funds exhaust date:	28 Feb 2014
CLIN 0017:	
Ceiling:	(b)(4)
Total Funded:	
Total Unfunded:	
Funds exhaust date:	15 Jan 2014
CLIN 1014:	
Ceiling:	(b)(4)
Total Funded:	MAG-200-10
Total Unfunded:	3
CLIN 1015:	
Ceiling:	(b)(4)
Total Funded:	
Total Unfunded:	
CLIN 1017:	
Ceiling:	(b)(4)

Total Funded: Total Unfunded:	(b)(4)
Estimated funds exhaustio	n date: 31 Jan 2015
CLIN 2014: Ceiling: Total Funded: Total Unfunded:	(b)(4)
CLIN 2015: Ceiling: Total Funded: Total Unfunded:	(b)(4)
CLIN 2017: Ceiling: Total Funded: Total Unfunded: Estimated Funds Exhaustio	(b)(4) on date: 21 October 2015
Base CLIN Total: Option 1 CLIN Total: Option 2 CLIN Total: Task Order Total:	(b)(4)

Section H - Special Contract Requirements

#### CLAUSES INCORPORATED BY FULL TEXT

### H-44 INCREMENTAL EXERCISE OF OPTIONS (SEP 2012)

The Government may exercise from time to time, either in whole or in part, some or all the option line items, CLIN [1014, 1015, 1017, 2014, 2015, 2017, 3014, 3015, 3017]. Specific contract line items or sub-line items delineating a description of the supplies or services, quantity requirements, and a corresponding delivery schedule for the exercised options shall be identified in a unilateral contract modification. The Contracting Officer may exercise such an option by written notice to the Contractor within 30 days.

Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.217-9 Option To Extend The Term Of The Contract MAR 2000

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

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

DOCUMENT TYPE	DESCRIPTION	DATE	PAGES
Attachment 01	Performance Work Statement (PWS) Rev 9 and Key Product Tables Rev 1 for Acq. Executive Supt.	22 Apr 15	28
Attachment 02	Quality Assurance Surveillance Plan	15 Oct 12	19
Attachment 03	DD Form 254 Rev 3, Contract Security Classification Specification for Acquisition Executive Supt.	113 Jan 15	12
Attachment 04	Monthly Cost Report (Format)	13 Feb 13	1
Attachment 05	Monthly Status Report (Format)	13 Feb 13	1
Attachment 06	Travel Status Report	13 Feb 13	2

# SAP Supplement to Contract No: <u>HQ0147-10-D-0037 TO-0006</u> SP Ver. 1.0, 15 Sep 2010

#### 1. Item 10f:

- a. Access to MDA SAP information or material is authorized only at facilities and locations specifically approved by MDA/Special Programs. Access to SAP information requires a final U.S. Government Secret (or Top Secret) clearance with a favorable NACLC or PRS (or SSBI/PPR) investigation completed within the last five years, an approved SAP nomination, and a signed special access non-disclosure agreement prior to access. The Government Program Security Officer (PSO) will contact the contractor Facility Security Officer (FSO) to obtain security information on facilities and personnel required to perform on this contract.
- b. All SAP work, regardless if in a prime or subcontractor's location, will be performed in an MDA-approved SAP facility (SAPF). If there is a requirement to discuss, store, or process SAP information in an existing SCIF, SAPF, or Closed Area, a Memorandum of Understanding (MOU) for co-utilization must be executed between the MDA cognizant SAP security representative and the other government or contractor customer cognizant security representative. A Co-Utilization Agreement (CUA) is required between MDA/Special Programs and the SCI Cognizant Security Authority (CSA) prior to introduction of MDA-sponsored SAP data into a Sensitive Compartmented Information Facility (SCIF). A Standard Operating Procedure (SOP) will be written for each SAPF and coordinated with MDA/Special Programs.
- **2. Item 11h:** Consult with MDA/Special Programs prior to ordering encryption devices or COMSEC keying material (other than STEs) to support SAP transmissions.
- **3. Item 11i:** TEMPEST requirements may be necessary in the performance of this contract in accordance with program requirements, JAFAN 6/3, and where appropriate, JAFAN 6/0.
- **4. Item 11j:** OPSEC requirements may be necessary in the performance of this contract in accordance with individual program requirements and JAFAN 6/0. Specific guidance will be provided by MDA/Special Programs.

#### 5. Item 12:

a. Public release of SAP information is PROHIBITED. Documents or other materials pertaining to this effort will not be released to the Defense Technical Information Center (DTIC) or any other such information service under any circumstances. A pre-publication and/or presentation(s) review is required prior to the use of any classified or unclassified information which is either tangentially or directly related to any SAP. In each case, approval must be obtained from the MDA SAP Central Office (SAPCO). The request must be submitted by the person who desires to make the publication or presentation, via the Contractor Program Security Officer (CPSO) to the MDA SAPCO Security Director.

- b. The contractor shall not use references to SAP accesses (Nicknames, Code Words, etc.) or information, even by unclassified acronyms, in advertising, promotional efforts or recruitment of employees.
- **6. Item 13:** The Government PSO will provide additional Security Classification Guides specific to the SAPs under this contract. Contractors will classify SAP material IAW these SCGs and applicable publications listed in Item 14.
- a. Contractor Information Systems (IS) and/or networks that are involved in support of the MDA/SAPCO mission shall operate in accordance with controlling laws, regulations, DoD and MDA SAPCO policy as referenced in Item 14.
- b. Prior to processing, storing, transmitting, transferring, or communicating MDA SAP information on any information system or network, the Contractor shall comply with certification & accreditation controlling laws, regulations, DoD and MDA SAPCO policy as referenced in Item 14 and be required to obtain the requisite accreditation to test or operate from the MDA SAPCO Designated Approving Authority (DAA).
- c. The Contractor shall employ physical security safeguards for IS(s) and/or network(s) involved in processing or storage of Government information/data to prevent the unauthorized access, disclosure, modification, destruction, use, and to otherwise protect the confidentiality and ensure use conforms with DoD regulations. In addition, the Contractor will support a physical and information technology security audit performed by the Government of the Contractor's internal information management infrastructure.
- **7. Item 14:** MDA adopted the JAFAN series publications as an implementer to the National Industrial Security Program Operating Manual (NISPOM) Supplement. Contractors performing under this contract will use the below listed security publications unless exempted by MDA/Special Programs.
  - a. JAFAN 6/0, Rev 1, Special Access Program Security Manual
  - b. JAFAN 6/3, Protecting SAP Information Within Information Systems
  - c. JAFAN 6/3 Implementation Guide
  - d. JAFAN 6/4, Rev 1, Special Access Program Tier Review Process
  - e. JAFAN 6/9, Physical Security Standards for SAP Facilities
  - f. DoD 5220.22M Sup 1, National Industrial Security Program Operating Manual Supplement; DoD Overprint to the NISPOMSUP;
  - g. Applicable Facility Specific Standard Operating Procedures, Treaty Plans, and OPSEC Guides
  - h. DoD Directive 5205.07, Special Access Program Policy
  - i. DoDI 0-5205.11, Management, Administration, and Oversight of DoD Special Access Programs
  - j. MDA SAPCO Policy, Certification and Accreditation Program.
  - k. National Security Agency/Central Security Service NSA/CSS Policy Manual 9-12

MDA/Special Programs will provide the contractor named in Item 6a these publications if they do not have a copy.

- **8. Item 15:** MDA/Special Programs will conduct program/security reviews of all SAP facilities, material and operations related to this contract. DSS oversight over SAP portions of this contract is carved-out.
- **9. CONTRACT NUMBER.** The complete contract number is <u>HQ0147-10-D-0037 TO-0006</u>. The contractor may be required to establish non-attributable internal procedures and charge numbers that will be documented in their Business Financial Management procedures as necessary for cost accumulation by uncleared personnel.
- **10. SUBCONTRACTING.** Subcontracting must have prior approval of MDA/Special Programs. Any classified program activity that requires the use of a subcontractor facility must meet JAFAN 6/9 criteria and be approved by MDA/Special Programs.

#### 11. COMMUNICATIONS AND TRANSMISSIONS.

- a. Any communications of SAP information with outside activities not involved with the specific supported SAP are PROHIBITED, unless otherwise authorized by MDA/Special Programs.
- b. All programmatic material relating to this contract and its administration shall be classified in accordance with the requirements outlined in MDA and SAP-specific classification guides and this DD254 or as directed by MDA/Special Programs.
  - c. Program related telephonic communications will be conducted on secure telephone units.
- d. All documentation concerning SAP portions of this contract will be transmitted in accordance with JAFAN 6/0. If U.S. Postal mailing is used, MDA/Special Programs will provide guidance, as required.
- **12. VOUCHERS.** All invoices/vouchers submitted under this contract shall be UNCLASSIFIED and devoid of any information that would require them to be classified. The invoice/voucher may reveal the contractor's name, customer name or UIC of the contract number. All classified or sensitive invoices/vouchers shall be transmitted via means identified in paragraph 11, above, or as directed by MDA/Special Programs.
- 13. LEGAL COUNSEL. Should the contractor require private counsel to represent corporate interests in matters related to or associated with SAP sponsored activities, the Procurement Contracting Officer, and MDA/Special Programs shall be notified in writing. The private counsel shall be treated as a subcontractor. In those incidents where the issues are not program specific, it is the responsibility of the appropriate indoctrinated contractor personnel to prevent inadvertent dissemination of SAP related information/data, operational procedures and/or administrative details to the private counsel.

- **14. RETENTION OF PROGRAM RELATED DOCUMENTATION, SOFTWARE, AND HARDWARE.** Upon completion of this contract and acceptance by the Government of final deliverables, the contractor shall:
- a. Conduct an inventory/audit of all SAP material received and/or generated under this contract and forward it to MDA/Special Programs.
- b. In accordance with MDA/Special Programs direction, the contractor shall destroy administrative security records and related documents utilizing approved destruction procedure/methods and maintain certificates of destruction for final close-out review. Retention of SAP information at the contractor facility is not generally authorized beyond contract close-out unless a follow on contract/task is anticipated. A written request for authorization for document retention must be forwarded to the Procurement Contracting Officer and the MDA Program Security Officer for approval.

### 15. ISSUES/CONFLICT REPORTING.

- a. Any questions regarding classification, access, or any other security related issue in regard to the SAP portion of this contract must be referred to MDA/Special Programs.
- b. Any conflict between instructions contained in the NISPOM, the Overprint to the NISPOMSUP, JAFAN 6/0 and this DD Form 254 must be reported to MDA/Special Programs by the most expedient and secure means.

(b)(6)	(b)(6)
SAP COR/TM/CLIN COTR	Special Access Program Representative Missile Defense Agency

## MDA SCI Supplement (Item 10.e (1)) for DD Form 254

This supplement applies to Prime Contract Number: **HQ0147-10-D-0037.** 

Delivery/Task Order Number: <u>0006.</u> Expiration date: <u>28 February 2016.</u>

A. The following controls will apply to SCI provided under this contract:

- 1. DoD 5105.21, "Sensitive Compartmented Information Administrative Manual;" ICD 503, "Intelligence Community Information Technology Systems Security Rick Management, Certification and Accreditation;" ICD 704, ICPG 704-1 704-5, "Personnel Security Standards and Procedures Governing Eligibility for access to SCI;" ICD 705, ICS 705-1 705-2, "Technical Specifications for Construction and Management of Sensitive Compartmented Information Facilities;" DoDM 5200.01, "DoD Information Security Program;" and MDA SCI Manual provide the necessary guidance for physical, personnel, and information security measures, to include proper marking requirements, and is part of the SCI security specifications for the contract. NOTE: CSO or FSO are required to process all SCI administration requirements for all MDA SCI contract efforts per the MDA SCI Manual. The Manual can be obtained by contacting MDA Special Security.
- 2. Inquiries pertaining to classification guidance will be directed to the responsible MDA Contracting Officer's Representative (COR). The name/phone number for the MDA COR is:

  (b)(6)

		FSO/CSO) & phone number and ema	ai
address at the contractor's/subc	ontractor's location):	(b)(6)	
(b)(6)			

- 3. All SCI furnished to the contractor in support of this contract/delivery/task order remains the property of the Department of Defense, or the agency or command that releases it. Upon completion of the contract, SCI furnished to the prime contractor will be returned to MDA or destroyed as directed by the MDA COR. NOTE: Prime contractor and subcontractor company security officers who destroy derivative or MDA generated SCI material will be required to provide a copy of the destruction certificate to the MDA COR.
- 4. It is the Prime Contractor's responsibility to ensure that all Sub-contractors requesting access to SCI have been properly cleared in accordance with the National Industrial Security Program. The Prime Contractor will provide this SCI Supplement to their Sub-contractors as necessary according to the Sub-contractor's clearance requirements. The Prime Contractor is further advised that SCI Billets used by the Sub-contractor will be subtracted from the total authorized billets allocated for this contract in paragraph 5 below. The COR, the Prime Contractor FSO, and the Sub-contractor FSO will sign SCI nomination requests. A continuing access memo for all current support to the contract must be completed annually and submitted to the MDA SSCO.

- 5. The contract/delivery/task order requires the following SCI access(es): (COR is required to mark with an "X" the SCI accesses needed to effectively fulfill the SCI contractual obligation) SI X, TK X, G X, HCS X. Access will be granted by the government agency. Upon completion or cancellation of the contract the MDA COR will provide a by name list of all contractors required to be debriefed from SCI to the MDA SSCO before contract close-out. All debriefed contractors will be removed from MDA SCI billets immediately by the SSCO. Based on mission requirements, this contract may authorize up to 9 SCI billets.
- 6. Contractor personnel requiring access to SCI and justification for MDA SCI billets will be initiated by the company's security officer with validation by the COR per the guidelines in the MDA SCI Manual. The CSO/FSO should only submit contractors employees who have a completed in scope (within the last 5 years) Single Scope Background Investigation (SSBI) for SCI access. Company Security Officers should submit a SCI Nomination Package (Nom Memo, updated SF86 questionnaire and copy of DD Form 254 (Prime & Sub, as required) to the MDA Special Security Contact Office for processing. Submit only personnel that have a real day-to-day need-to-know requirement. NOTE: The MDA SSCO will not accept SF86 questionnaires dated prior to the 2010 version.
- 7. The CSO/FSO shall advise the MDA SSCO, through the contracting officer's representative, upon reassignment of personnel to other duties not associated with this contract. NOTE: Individual contractors who no longer support a MDA SCI contract will be debriefed from SCI access immediately. Company security officers are required to coordinate with the MDA SSCO to get their individual contractors debriefed.
- 8. The CSO must coordinate with the MDA COR prior to subcontracting any portion of the SCI efforts involved in their MDA SCI prime contract. A separate DD Form 254, utilizing this SCI Supplement, for the subcontractor will be processed and a copy provided to MDA SSCO. NOTE: The SSCO will not provide any SCI administration support to prime contractors or subcontractors who do not have a signed active DD 254 for an MDA SCI contract.
- 9. The contractor shall not use references to SCI accesses, even by unclassified acronyms, in advertising, promotional efforts, or recruitment of employees.
- 10. All SCI work will be performed in a DIA accredited MDA SCIF unless otherwise authorized. Is there a SCIF required at the Contractor's Facility? \_\_\_\_\_ Yes or \_X\_\_ No (COR required to mark and "X" in the appropriate space).
- 11. AIS SCI Processing. Electronic processing of SCI requires accreditation of the equipment in accordance with ICD 503 and DIAM 50-4.
- 12. Visit Cert. The contractor FSO/CSO will submit the request for SCI visit certifications per guidelines of the MDA SCI Manual through the COR for approval of the visit. The certification request must arrive at MDA Special Security at least five (5) working days prior to the visit.
- 13. The contractor will not reproduce any SCI related material without prior written permission

- 13. The contractor will not reproduce any SCI related material without prior written permission of the COR/TM/CLIN COTR.
- 14. MDA has exclusive security oversight for all SCI released to the contractor or developed under this contract. Defense Intelligence Agency (DIA) is the cognizant security authority for inspections of MDA-sponsored contractor SCIFs to ensure compliance of SCI Directives and Regulations. MDA Special Security will conduct self-inspections of MDA-sponsored SCIFs.

# B. The Missile Defense Agency is designated as the User Agency for SCI requirements.

MDA SSCO: (b)(6) Special and Personnel Security	
(b)(6)	
MDA SSCO Signature:	
MDA SSCO Signature.	
Phone (b)(6)	

COR/TM/CLIN COTR/Directorate designation: (b)(6)
(b)(6)
COR/TM/CLIN COTR Signature:
Phone: (b)(6)

Directorate Technical Oversight Representative: (b)(6)
(b)(6)
DTOR Signature
Phone: (b)(6)