

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

1. REQUISITION NUMBER  
SEE SCHEDULE

PAGE 1 OF 49

2. CONTRACT NO.  
GS-10F-0095L

3. AWARD/EFFECTIVE DATE  
01-Sep-2004

4. ORDER NUMBER  
HQ0006-04-F-0026-P00016

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:

a. NAME

b. TELEPHONE NUMBER (No Collect Calls)

8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY  
MISSILE DEFENSE AGENCY (MDA)  
7100 DEFENSE PENTAGON  
WASHINGTON DC 20301-7100

CODE HQ0006

10. THIS ACQUISITION IS  
 UNRESTRICTED  
 SET ASIDE: 100 % FOR  
 SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

TEL: (703) 882-6295  
 FAX: (703) 882-6356

NAICS:  
 SIZE STANDARD: 1000

15. DELIVER TO  
 CODE  
**SEE SCHEDULE**

16. ADMINISTERED BY  
 CODE  
**SEE ITEM 9**

17a. CONTRACTOR/OFFEROR  
 SRS TECHNOLOGIES  
 T. TRASE TRAVERS, PE, CSP  
 1811 QUAIL STREET  
 NEWPORT BEACH CA 92680-2323

CODE 4L958

FACILITY CODE 4L958

TEL. 321 784 7828

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

CODE HQ0347

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

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

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

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

26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
**\$18,144,635.00 EST**

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
*Grover J. McVey*

31c. DATE SIGNED  
 28-Jul-2004

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

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  
 GROVER J. MCVEY / CONTRACTING OFFICER  
 TEL: 703-882-6209 EMAIL: Grover.McVey@nda.mil

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(b)(4) 0001	Labor FFP Services in support of MDA/QS Safety Quality and Mission Assurance Support in accordance with the Statement of Objective (SOO) (Attachment 1) to provide the equivalent of 15 man-years (MY) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 6) and Management Plan (Attachment 8). FOB: Destination	180	Manmonth	[REDACTED]	[REDACTED]

(b)(4)	ACRN AA ACRN AB	NET AMT			[REDACTED]
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	ODCs COST Other Direct Costs to Support MDA/QS in accordance with the SOO (Attachment 1) FOB: Destination		Lot		
				ESTIMATED COST	\$231,000.00 (EST.)
	ACRN AA ACRN AB				\$5,000.00
					\$263,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	CDRLs FFP Provide data reports for CLIN 0001 in accordance with the CDRL, DD form 1423-1. Not Separately Priced (NSP) FOB: Destination		Lot		NSP

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Surge T&M Surge Services to support MDA/QS in accordance with Surge Services Support Schedule (Statement of Objective attachment 1a). FOB: Destination		Hours		

TOT ESTIMATED PRICE \$0.00 EST  
CEILING PRICE

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0005	NonAdvocate Safety Assessment (NSA) FFP Services in support of MDA/QS, to provide 72 manmonths (6 man-year equivalent (MYEs)) of effort and services on a monthly basis for a period of 9.5 months. Assist MDA/QS in performing a thorough ongoing NSA of the Ballistic Missile Defense System (BMDS).  Leverage upon element products that were developed to assess and ensure element safety. Focus on any gaps associated with element safety efforts as well as the interfaces amongst BMDS elements to ensure all additional risks brought about by the system's implementation are identified and mitigated to acceptable levels.  Limit the assessment to the hazards of inadvertent launch and hazards associated with pre-launch operations.  The focus areas for this assessment are safety critical software and operator displays and how they affect hardware and gse, hazardous and safety critical procedures, operations, maintenance, testing including Periodic System Operability Tests (PSOTs) and Concurrent Test and Operations (CTO), communications and training.  Assessments shall be performed and delivered in a manner to support planned upgrades to the BMDS and will address each of the engagement sequence groups (ESGs).  Provide written reports to document the progress of the NDA, IAW milestones associated with planned upgrades (ie Block 04). Written reports shall address all areas assessed, methodologies used, findings to date and recommendations for proceeding to each upgrade and ESG from a safety perspective. FOB: Destination	57	Manmonth		
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ACRN AB

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101	Labor	180	Manmonth		
EXERCISED OPTION	FFP				
	Services in support of MDA/QS Safety Quality and Mission Assurance Support in accordance with the Statement of Objective (SOO) (Attachment 1) to provide the equivalent of 15 man-years (MY) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 6) and Management Plan (Attachment 8).				
	FOB: Destination				

(b)(4)

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010101	INCREMENTAL FUNDING FOR Labor CLIN 0101				
EXERCISED OPTION	FFP				
	Purchase Request # 51638				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 51638, BASIC				

NET AMT

\$0.00

ACRN AC

\$268,809.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010102	INCREMENTAL FUNDING FOR Labor CLIN 0101				
EXERCISED OPTION	FFP				
	Purchase Request # 52923, Basic				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 52923, BASIC				
				NET AMT	\$0.00
ACRN AF					\$110,520.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010103	Incremental Funding for Labor CLIN 0101				
	FFP				
	PFR 52923 Amendment 1				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 52923, AMENDMENT 1				
				NET AMT	\$0.00
ACRN AJ					\$115,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010104	Incremental Funding for Labor CLIN 0101 FFP Basic 950016 FOB: Destination PURCHASE REQUEST NUMBER: 50016, BASIC				
				NET AMT	\$0.00
	ACRN AL				\$470,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010105	Incremental Funding for Labor CLIN 0101 FFP FCR 60872; Basic FOB: Destination PURCHASE REQUEST NUMBER: QS9FS960872, BASIC				
				NET AMT	\$0.00
	ACRN AQ				\$1,875,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102 EXERCISED OPTION	ODCs COST Other Direct Costs to Support MDA/QS in accordance with the SOO (Attachment 1) FOB: Destination		Lot		
				ESTIMATED COST	\$350,000.00 (EST.)



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010201	Incremental Funding for ODC CLIN 0102				
EXERCISED OPTION	COST				
	Purchase Request Number # 51639				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 51639, BASIC				
				ESTIMATED COST	\$0.00
	ACRN AD				\$25,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010202	Incremental Funding for ODC CLIN 0102				
	COST				
	Basic 950018				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 50018, BASIC				
				ESTIMATED COST	\$0.00
	ACRN AM				\$40,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010203	Incremental Funding for ODC CLIN 0102 FFP FCR 6076; Basic FOB: Destination PURCHASE REQUEST NUMBER: QS9FS960874, BASIC				
				NET AMT	\$0.00
	ACRN AR				\$237,893.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010204	Incremental Funding for ODC CLIN 0102 FFP FCR 6076; Basic FOB: Destination				
				NET AMT	\$0.00
	ACRN AU CIN: 00000000000000000000000000000000				\$9,300.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103	CDRLs		Lot		NSP
EXERCISED OPTION	FFP				
	Provide data reports for CLIN 0001 in accordance with the CDRL, DD form 1423-				
	1. Not Separately Priced (NSP)				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0104	Surge	1,259	Hours		
EXERCISED OPTION	T&M				

Surge Services to support MDA/QS in accordance with Surge Services Support Schedule (Statement of Objective attachment 1a).

MDA/Contractor Labor Category Hours Rate Total Amount

Senior Engineering GM I	352	\$	\$	Senior
Engineering Specialist	426	\$	\$	
Engineering Specialist II	481	\$	\$	Estimated
<b>Total</b>	<b>1259</b>	<b>\$</b>	<b>\$</b>	<b>* *Rounded-up to \$160,000.00</b>

The unit price per labor hour stated above is an average hourly rate calculated by dividing the total proposed labor costs by the total proposed labor hours. The Contractor shall bill the actual labor hours incurred in the performance of the technical assessments in accordance with the following Labor Category for the period of performance.

FOB: Destination

TOT ESTIMATED PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010401	Incremental Funding for Surge CLIN 0104 FFP PFR # 52538 Basic FOB: Destination PURCHASE REQUEST NUMBER: 52538, BASIC				
				NET AMT	\$0.00
	ACRN AH				\$100,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010402	Incremental Funding for Surge CLIN 0104 FFP FCR QS9FS950121 Basic FOB: Destination PURCHASE REQUEST NUMBER: 5012, BASIC				
				NET AMT	\$0.00
	ACRN AP				\$60,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0105	NonAdvocate Safety Assessment (NSA)	72	Manmonth	[REDACTED]	[REDACTED]

EXERCISED  
OPTION

FFP  
 Services in support of MDA/QS, to provide 72 manmonths (6 man-year equivalent (MYEs)) of effort and services on a monthly basis for a period of 9.5 months. Assist MDA/QS in performing a thorough ongoing NSA of the Ballistic Missile Defense System (BMDS).

Leverage upon element products that were developed to assess and ensure element safety. Focus on any gaps associated with element safety efforts as well as the interfaces amongst BMDS elements to ensure all additional risks brought about by the system's implementation are identified and mitigated to acceptable levels.

Limit the assessment to the hazards of inadvertent launch and hazards associated with pre-launch operations.

The focus areas for this assessment are safety critical software and operator displays and how they affect hardware and gse, hazardous and safety critical procedures, operations, maintenance, testing including Periodic System Operability Tests (PSOTs) and Concurrent Test and Operations (CTO), communications and training.

Assessments shall be performed and delivered in a manner to support planned upgrades to the BMDS and will address each of the engagement sequence groups (ESGs).

Provide written reports to document the progress of the NDA, IAW milestones associated with planned upgrades (ie Block 04). Written reports shall address all areas assessed, methodologies used, findings to date and recommendations for proceeding to each upgrade and ESG from a safety perspective.

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010501 EXERCISED OPTION	INCREMENTAL FUNDING for NAS CLIN 0105 FFP Purchase Request # 51637 FOB: Destination PURCHASE REQUEST NUMBER: 51637, BASIC				
				NET AMT	\$0.00
ACRN AE					\$128,519.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010502 EXERCISED OPTION	INCREMENTAL FUNDING for NAS CLIN 0105 FFP Purchase Request # 52924, Basic FOB: Destination PURCHASE REQUEST NUMBER: 52924, BASIC				
				NET AMT	\$0.00
ACRN AG					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010503	INCREMENTAL FUNDING for NAS CLIN 0105 FFP Purchase Request # 52924, Basic FOB: Destination				
				NET AMT	\$0.00
	ACRN AK				\$50,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010504	Incremental Funding for NSA CLIN 0105 FFP Basic 950017 FOB: Destination PURCHASE REQUEST NUMBER: 50017, BASIC				
				NET AMT	\$0.00
	ACRN AN				\$140,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010505	Incremental Funding for CLIN 0105 FFP FCR 60873; Basic FOB: Destination PURCHASE REQUEST NUMBER: QS9FS960873, BASIC				
				NET AMT	\$0.00
	ACRN AS				\$903,000.00



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0106	MDA/QS Independent Consultants	25.50	Manmonth		

EXERCISED OPTION

FFP

Services in support of MDA/QS Safety Quality and Mission Assurance Support to provide the equivalent of 25.5 Manmonths (4.25 full time equivalents per month) of effort and services on a monthly basis for a period of 6 months in accordance with the Labor Qualifications and Rates Matrix, Attachment 6 and the Contractor's Management Plan (Attachment 8). The Contractor shall perform technical assessments and evaluations based on engineering analysis and review of components, subsystems, systems and organizations. This includes:

1. Identifying technology and risk issues and accomplishing independent risk assessments for major MDA development, test and flight activities,
2. Performing as a member of technology and quality/mission assurance review panels (such as Ship Readiness Reviews, Test Readiness Reviews, Mission Analysis Reviews, Mission Readiness Reviews, Flight Readiness Reviews, Launch Readiness Reviews, Post Test Analysis Briefings, and Mission Final Data Reviews) and IPTs,
3. Identifying desirable enhancements,
4. Accomplishing data management and management/program control analyses,
5. Accomplishing business process reengineering reviews,
6. Accomplishing survivability and vulnerability analyses,
7. Accomplishing quality and mission assurance analyses and
8. Accomplishing cost/operational effectiveness analyses.

Each contractor shall have extensive and comprehensive knowledge and experience in their specialized scientific and engineering technical functions. The specialized scientific and engineering technical functions utilized in MDA/QS are as follows:

1. Space Systems and Launch Systems,
2. Aeronautics,
3. Electronics,
4. Software Development and Validation/Verification,
5. Ship Systems
6. Sensors (such as radar and infrared)
7. Munitions and explosives

Location of Work To Be Performed:

- " National Capital Region - 3 positions
- " Huntsville and several GMD/Aegis BMD Prime Contractor locations - 2 positions

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010601	Incremental Funding for CLIN 0106 FFP FCR Basic 61990 FOB: Destination				
				NET AMT	\$0.00
	ACRN AT CIN: 00000000000000000000000000000000				\$695,000.00

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201	Labor	228	Manmonth		
EXERCISED OPTION	FFP Services in support of MDA/QS Safety Quality and Mission Assurance Support in accordance with the Statement of Objective (SOO) (Attachment 1) to provide the equivalent of 19 man-years (MY) of effort (228 manmonths) and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 6) and Management Plan (Attachment 8). FOB: Destination				
				NET AMT	\$4,305,698.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020101	Incremental Funding FFP FCR#63318, Basic FOB: Destination				
				NET AMT	\$0.00
	ACRN AV CIN: 00000000000000000000000000000000				\$700,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202 EXERCISED OPTION	ODCs COST Other Direct Costs to Support MDA/QS in accordance with the SOO (Attachment 1) FOB: Destination		Lot		
				ESTIMATED COST	\$350,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020201	Incremental Funding FFP FCR#963340, Basic FOB: Destination				
				NET AMT	\$0.00
	ACRN AW CIN: 00000000000000000000000000000000				\$50,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020202	Incremental Funding FFP FCR# QS9WAH70436 FOB: Destination				
				NET AMT	\$0.00
	ACRN AY CIN: 00000000000000000000000000000000				\$100,000.00

000020

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203	CDRLs		Lot		NSP
EXERCISED OPTION	FFP				
	Provide data reports for CLIN 0001 in accordance with the CDRL, DD form 1423-1. Not Separately Priced (NSP)				
	FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0204	Surge		Hours		
EXERCISED OPTION	T&M				
	Surge Services to support MDA/QS in accordance with Surge Services Support Schedule (Statement of Objective attachment 1a).				
	FOB: Destination				

TOT ESTIMATED PRICE \$0.00 EST  
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0205		72	Manmonth		

OPTION

NonAdvocate Safety Assessment (NSA)  
FFP

Services in support of MDA/QS, to provide 72 manmonths (6 man-year equivalent (MYEs)) of effort and services on a monthly basis for a period of 9.5 months.

Assist MDA/QS in performing a thorough ongoing NSA of the Ballistic Missile Defense System (BMDS).

Leverage upon element products that were developed to assess and ensure element safety. Focus on any gaps associated with element safety efforts as well as the interfaces amongst BMDS elements to ensure all additional risks brought about by the system's implementation are identified and mitigated to acceptable levels.

Limit the assessment to the hazards of inadvertent launch and hazards associated with pre-launch operations.

The focus areas for this assessment are safety critical software and operator displays and how they affect hardware and gse, hazardous and safety critical procedures, operations, maintenance, testing including Periodic System Operability Tests (PSOTs) and Concurrent Test and Operations (CTO), communications and training.

Assessments shall be performed and delivered in a manner to support planned upgrades to the BMDS and will address each of the engagement sequence groups (ESGs).

Provide written reports to document the progress of the NDA, IAW milestones associated with planned upgrades (ie Block 04). Written reports shall address all areas assessed, methodologies used, findings to date and recommendations for proceeding to each upgrade and ESG from a safety perspective.

FOB: Destination

NET AMT

000022

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0206		84	Manmonth		

EXERCISED OPTION

MDA/QS Independent Consultants  
FFP

Services in support of MDA/QS Safety Quality and Mission Assurance Support to provide the equivalent of 7 man-year equivalents (MYEs) (84 Manmonths) and services on a monthly basis for a period of 12 months in accordance with the Labor Qualifications and Rates Matrix, Attachment 6 and the Contractor's Management Plan (Attachment 8). The Contractor shall perform technical assessments and evaluations based on engineering analysis and review of components, subsystems, systems and organizations. This includes:

1. Identifying technology and risk issues and accomplishing independent risk assessments for major MDA development, test and flight activities,
2. Performing as a member of technology and quality/mission assurance review panels (such as Ship Readiness Reviews, Test Readiness Reviews, Mission Analysis Reviews, Mission Readiness Reviews, Flight Readiness Reviews, Launch Readiness Reviews, Post Test Analysis Briefings, and Mission Final Data Reviews) and IPTs,
3. Identifying desirable enhancements,
4. Accomplishing data management and management/program control analyses,
5. Accomplishing business process reengineering reviews,
6. Accomplishing survivability and vulnerability analyses,
7. Accomplishing quality and mission assurance analyses and
8. Accomplishing cost/operational effectiveness analyses.

Each contractor shall have extensive and comprehensive knowledge and experience in their specialized scientific and engineering technical functions. The specialized scientific and engineering technical functions utilized in MDA/QS are as follows:

1. Space Systems and Launch Systems,
2. Aeronautics,
3. Electronics,
4. Software Development and Validation/Verification,
5. Ship Systems
6. Sensors (such as radar and infrared)
7. Munitions and explosives

Location of Work To Be Performed:

- " National Capital Region - 3 positions
- " Huntsville and several GMD/Aegis BMD Prime Contractor locations - 2 positions

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020601	Incremental Funding FFP FCR#63320, Basic FOB: Destination				
				NET AMT	\$0.00
	ACRN AX CIN: 00000000000000000000000000000000				\$400,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020602	Incremental Funding FFP FCR #QS9WAH70437 FOB: Destination				
				NET AMT	\$0.00
	ACRN AZ CIN: 00000000000000000000000000000000				\$450,000.00

000024



(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0301	Labor FFP	240	Manmonth		
OPTION	Services in support of MDA/QS Safety Quality and Mission Assurance Support in accordance with the Statement of Objective (SOO) (Attachment 1) to provide the equivalent of 20 man-years (MY) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 6) and Management Plan (Attachment 8). FOB: Destination				

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NET AMT	\$4,468,600.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0302	ODCs COST		Lot		
OPTION	Other Direct Costs to Support MDA/QS in accordance with the SOO (Attachment 1) FOB: Destination				

ESTIMATED COST	\$350,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0303	CDRLs		Lot		NSP
OPTION	FFP				
	Provide data reports for CLIN 0001 in accordance with the CDRL, DD form 1423-				
	1. Not Separately Priced (NSP)				
	FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0304	Surge		Hours		
OPTION	T&M				
	Surge Services to support MDA/QS in accordance with Surge Services Support				
	Schedule (Statement of Objective attachment 1a).				
	FOB: Destination				

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TOT ESTIMATED PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0305	NonAdvocate Safety Assessment (NSA)	72	Manmonth	[REDACTED]	[REDACTED]

OPTION

FFP

Services in support of MDA/QS, to provide 72 manmonths (6 man-year equivalent (MYEs)) of effort and services on a monthly basis for a period of 9.5 months. Assist MDA/QS in performing a thorough ongoing NSA of the Ballistic Missile Defense System (BMDS).

Leverage upon element products that were developed to assess and ensure element safety. Focus on any gaps associated with element safety efforts as well as the interfaces amongst BMDS elements to ensure all additional risks brought about by the system's implementation are identified and mitigated to acceptable levels.

Limit the assessment to the hazards of inadvertent launch and hazards associated with pre-launch operations.

The focus areas for this assessment are safety critical software and operator displays and how they affect hardware and gse, hazardous and safety critical procedures, operations, maintenance, testing including Periodic System Operability Tests (PSOTs) and Concurrent Test and Operations (CTO), communications and training.

Assessments shall be performed and delivered in a manner to support planned upgrades to the BMDS and will address each of the engagement sequence groups (ESGs).

Provide written reports to document the progress of the NDA, IAW milestones associated with planned upgrades (ie Block 04). Written reports shall address all areas assessed, methodologies used, findings to date and recommendations for proceeding to each upgrade and ESG from a safety perspective.

FOB: Destination

NET AMT

[REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0306		84	Manmonth		

OPTION

MDA/QS Independent Consultants  
FFP

Services in support of MDA/QS Safety Quality and Mission Assurance Support to provide the equivalent of 7 man-year equivalents (MYEs) (84 Manmonths) of effort and services on a monthly basis for a period of 12 months in accordance with the Labor Qualifications and Rates Matrix, Attachment 6 and the Contractor's Management Plan (Attachment 8). The Contractor shall perform technical assessments and evaluations based on engineering analysis and review of components, subsystems, systems and organizations. This includes:

1. Identifying technology and risk issues and accomplishing independent risk assessments for major MDA development, test and flight activities,
2. Performing as a member of technology and quality/mission assurance review panels (such as Ship Readiness Reviews, Test Readiness Reviews, Mission Analysis Reviews, Mission Readiness Reviews, Flight Readiness Reviews, Launch Readiness Reviews, Post Test Analysis Briefings, and Mission Final Data Reviews) and IPTs,
3. Identifying desirable enhancements,
4. Accomplishing data management and management/program control analyses,
5. Accomplishing business process reengineering reviews,
6. Accomplishing survivability and vulnerability analyses,
7. Accomplishing quality and mission assurance analyses and
8. Accomplishing cost/operational effectiveness analyses.

Each contractor shall have extensive and comprehensive knowledge and experience in their specialized scientific and engineering technical functions. The specialized scientific and engineering technical functions utilized in MDA/QS are as follows:

1. Space Systems and Launch Systems,
2. Aeronautics,
3. Electronics,
4. Software Development and Validation/Verification,
5. Ship Systems
6. Sensors (such as radar and infrared)
7. Munitions and explosives

Location of Work To Be Performed:

- " National Capital Region - 3 positions
- " Huntsville and several GMD/Aegis BMD Prime Contractor locations - 2 positions

FOB: Destination

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## ESTIMATED COST

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0101	Destination	Government	Destination	Government
010101	Destination	Government	Destination	Government
010102	Destination	Government	Destination	Government
010103	Destination	Government	Destination	Government
010104	Destination	Government	Destination	Government
010105	Destination	Government	Destination	Government
0102	Destination	Government	Destination	Government
010201	Destination	Government	Destination	Government
010202	Destination	Government	Destination	Government
010203	Destination	Government	Destination	Government
010204	N/A	N/A	N/A	Government
0103	Destination	Government	Destination	Government
0104	Destination	Government	Destination	Government
010401	Destination	Government	Destination	Government
010402	Destination	Government	Destination	Government
0105	Destination	Government	Destination	Government
010501	Destination	Government	Destination	Government
010502	Destination	Government	Destination	Government
010503	Destination	Government	Destination	Government
010504	Destination	Government	Destination	Government
010505	Destination	Government	Destination	Government
0106	Destination	Government	Destination	Government
010601	Destination	Government	Destination	Government
0201	Destination	Government	Destination	Government
020101	N/A	N/A	N/A	Government
0202	Destination	Government	Destination	Government
020201	N/A	N/A	N/A	Government
020202	N/A	N/A	N/A	Government
0203	Destination	Government	Destination	Government
0204	Destination	Government	Destination	Government
0205	Destination	Government	Destination	Government
0206	Destination	Government	Destination	Government
020601	N/A	N/A	N/A	Government
020602	N/A	N/A	N/A	Government
0301	Destination	Government	Destination	Government

000029

0302	Destination	Government	Destination	Government
0303	Destination	Government	Destination	Government
0304	Destination	Government	Destination	Government
0305	Destination	Government	Destination	Government
0306	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-SEP-2004 TO 31-AUG-2005	N/A	MISSILE DEFENSE AGENCY (MDA) PAUL LEWIS CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703 882-6579 FOB: Destination	HQ0006
0002	POP 01-SEP-2004 TO 31-AUG-2005	N/A	MISSILE DEFENSE AGENCY (MDA) PATRICK MCGLYNN 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 882-6347 FOB: Destination	HQ0006
0003	POP 01-SEP-2004 TO 31-AUG-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0004	N/A	N/A	N/A	N/A
0005	POP 17-NOV-2004 TO 31-AUG-2005	N/A	MISSILE DEFENSE AGENCY (MDA) PATRICK MCGLYNN 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 882-6347 FOB: Destination	HQ0006
0101	POP 01-SEP-2005 TO 31-AUG-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
010101	POP 01-SEP-2005 TO 31-AUG-2006	N/A	MISSILE DEFENSE AGENCY (MDA) PAUL LEWIS CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703 882-6579 FOB: Destination	HQ0006
010102	N/A	N/A	N/A	N/A

010103	N/A	N/A	N/A	N/A
010104	N/A	N/A	N/A	N/A
010105	N/A	N/A	N/A	N/A
0102	POP 01-SEP-2005 TO 31-AUG-2006	N/A	MISSILE DEFENSE AGENCY (MDA) PATRICK MCGLYNN 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 882-6347 FOB: Destination	HQ0006
010201	POP 01-SEP-2005 TO 31-AUG-2006	N/A	MISSILE DEFENSE AGENCY (MDA) PAUL LEWIS CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703 882-6579 FOB: Destination	HQ0006
010202	N/A	N/A	N/A	N/A
010203	N/A	N/A	N/A	N/A
010204	N/A	N/A	N/A	N/A
0103	POP 01-SEP-2005 TO 31-AUG-2006	N/A	MISSILE DEFENSE AGENCY (MDA) PATRICK MCGLYNN 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 882-6347 FOB: Destination	HQ0006
0104	POP 12-DEC-2005 TO 28-FEB-2006	N/A	MISSILE DEFENSE AGENCY (MDA) PAUL LEWIS CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703 882-6579 FOB: Destination	HQ0006
010401	N/A	N/A	N/A	N/A
010402	N/A	N/A	N/A	N/A
0105	POP 01-SEP-2005 TO 31-AUG-2006	N/A	MISSILE DEFENSE AGENCY (MDA) PATRICK MCGLYNN 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 882-6347 FOB: Destination	HQ0006

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010501	POP 01-SEP-2005 TO 31-AUG-2006	N/A	MISSILE DEFENSE AGENCY (MDA) PAUL LEWIS CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703 882-6579 FOB: Destination	HQ0006
010502	N/A	N/A	N/A	N/A
010503	N/A	N/A	N/A	N/A
010504	N/A	N/A	N/A	N/A
010505	N/A	N/A	N/A	N/A
0106	POP 01-MAR-2006 TO 31-AUG-2006	N/A	MISSILE DEFENSE AGENCY (MDA) PAUL LEWIS CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703 882-6579 FOB: Destination	HQ0006
010601	N/A	N/A	N/A	N/A
0201	POP 01-SEP-2006 TO 31-AUG-2007	N/A	MISSILE DEFENSE AGENCY (MDA) PAUL LEWIS CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703 882-6579 FOB: Destination	HQ0006
020101	N/A	N/A	N/A	N/A
0202	POP 01-SEP-2006 TO 31-AUG-2007	N/A	MISSILE DEFENSE AGENCY (MDA) PAUL LEWIS CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703 882-6579 FOB: Destination	HQ0006
020201	N/A	N/A	N/A	N/A
020202	N/A	N/A	N/A	N/A



0203	POP 01-SEP-2006 TO 31-AUG-2007	N/A	MISSILE DEFENSE AGENCY (MDA) PAUL LEWIS CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703 882-6579 FOB: Destination	HQ0006
0204	POP 01-SEP-2006 TO 31-AUG-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0205	N/A	N/A	N/A	N/A
0206	POP 01-SEP-2006 TO 31-AUG-2007	N/A	MISSILE DEFENSE AGENCY (MDA) PAUL LEWIS CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703 882-6579 FOB: Destination	HQ0006
020601	N/A	N/A	N/A	N/A
020602	N/A	N/A	N/A	N/A
0301	POP 01-SEP-2007 TO 31-AUG-2008	N/A	MISSILE DEFENSE AGENCY (MDA) PATRICK MCGLYNN 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 882-6347 FOB: Destination	HQ0006
0302	POP 01-SEP-2007 TO 31-AUG-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0303	POP 01-SEP-2007 TO 31-AUG-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0304	N/A	N/A	N/A	N/A
0305	POP 01-SEP-2007 TO 31-AUG-2008	N/A	MISSILE DEFENSE AGENCY (MDA) PATRICK MCGLYNN 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 882-6347 FOB: Destination	HQ0006
0306	POP 01-SEP-2007 TO 31-AUG-2008	N/A	MISSILE DEFENSE AGENCY (MDA) PAUL LEWIS CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703 882-6579 FOB: Destination	HQ0006

### ACCOUNTING AND APPROPRIATION DATA

AA: 9740400.2520 40603882C 2523 012123 BMDO0146033673  
AMOUNT: [REDACTED]

AB: 9750400.2520 40603882C 2523 012123 BMDO0146945532  
AMOUNT: [REDACTED]

AC: 9750400.2520 40603890C 2523 012123 BMDO0156221638  
AMOUNT: [REDACTED]

AD: 9750400.2520 40603882C 2523 012123 BMDO0156221639  
AMOUNT: [REDACTED]

AE: 9750400.2520 40603890C 2523 012123 BMDO0156221637  
AMOUNT: [REDACTED]

AF: 9750400.2520 40603882C 2523 012123 BMDO0156992923  
AMOUNT: [REDACTED]

AG: 9750400.2520 40603882C 2523 012123 BMDO0156992924  
AMOUNT: \$0.00

AH: 9750400.2520 5 BM 2520 40603882C00 2512 S12135 BMDO0156722538 520042  
AMOUNT: [REDACTED]

AJ: 9750400.2520 5 BM 2520 40603882C00 2512 S12135 BMDO0156992923 520042  
AMOUNT: [REDACTED]

AK: 9750400.2520 5 BM 2520 40603882C00 2512 S12135 BMDO0156992924 520042  
AMOUNT: [REDACTED]

AL: 9750400.2520 5 BM 2520 40603890C00 2512 S12135 MD5010701C0016 520429  
AMOUNT: [REDACTED]

AM: 9750400.2520 5 BM 2520 40603890C00 2512 S12135 MD5010701C0018 520429  
AMOUNT: [REDACTED]

AN: 9750400.2520 5 BM 2520 40603890C00 2512 S12135 MD5010701C0017 520429  
AMOUNT: [REDACTED]

AP: 9750400.2520 5 BM 2520 40603882C00 255Y S12135 MD5010701C0121 520042  
AMOUNT: [REDACTED]

AQ: 9760400.2520 6 BM 2520 40603890C00 2512 S12135 MD6010701C0872 620124  
AMOUNT: [REDACTED]

AR: 9760400.2520 6 BM 2520 40603890C00 255Y S12135 MD6010701C0874 620124  
AMOUNT: [REDACTED]

AS: 9760400.2520 6 BM 2520 40603890C00 2512 S12135 MD6010701C0873 620124  
AMOUNT: [REDACTED]

AT: 9760400.2520 6 BM 2520 40603890C00 2512 S12135 MD6010701C1990 620124  
AMOUNT: [REDACTED]

CIN 00000000000000000000000000000000: [REDACTED]

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AU: 9760400.2520 6 BM 2520 40603888C00 255Y S12135 MD6080523C2244 620357

AMOUNT: [REDACTED]  
CIN 00000000000000000000000000000000: [REDACTED]

AV: 9760400.2520 6 BM 2520 40603890C00 255Y S12135 MD6010701L3318 620124

AMOUNT: [REDACTED]  
CIN 00000000000000000000000000000000: [REDACTED]

AW: 9760400.2520 6 BM 2520 40603890C00 255Y S12135 MD6010701C3340 620124

AMOUNT: [REDACTED]  
CIN 00000000000000000000000000000000: [REDACTED]

AX: 9760400.2520 6 BM 2520 40603890C00 255Y S12135 MD6010701L3320 620124

AMOUNT: [REDACTED]  
CIN 00000000000000000000000000000000: [REDACTED]

AY: 9770400.2520 7 BM 2520 40603890C00 255Y S12135 MD7010701C0436 72H036

AMOUNT: [REDACTED]  
CIN 00000000000000000000000000000000: [REDACTED]

AZ: 9770400.2520 7 BM 2520 40603890C00 255Y S12135 MD7010701C0437 72H036

AMOUNT: [REDACTED]  
CIN 00000000000000000000000000000000: [REDACTED]

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; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(End of clause)

MDA-BSSP-A

CLAUSES INCORPORATED BY FULL TEXT

CONTINUATION OF STANDARD FORM 1449 (SCHEDULE)

a. This is a Firm-Fixed Price order. The Firm-Fixed Price CLIN is CLIN 0001 (and respective CLINs for each option year). Other Direct Costs are addressed under CLIN 0002 (and respective CLINs for each option year). Deliverables are addressed under CLIN 0003 (and respective CLINs for each option year).

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

included in CLIN 0001 (and respective CLINs for each option year (see clause #12)). Stated prices for each of the last two option years may be adjusted subject to the terms of clause #12.

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

d. The parties mutually agree that the Contractor will provide substantially the staffing as provided in the Schedule of Supplies and Services on a daily basis during the operation of the work-site. Staffing shall be provided consistent with the staffing plan agreed to by the parties as specified in Attachment 6, Labor Mix, Qualifications and Rates Matrix submitted as part of the Offer. **Additionally, while the Government expects minor month-to-month fluctuations may occur in the actual staffing provided, the Contractor will provide the effort and services such as to maintain a steady level-of-effort performance throughout the entire 12-month performance period. Accordingly, the Contractor will not exceed the monthly man-year requirement by more than ten (10) percent in any one month.** Minor variations in staffing and skill mix are mutually understood as appropriate outcome of the work environment. There are ten (10) Government observed holidays.

e. The period of performance of the base period is for 12 months. This contract is renewable in three increments of 12 months each at the unilateral option of the Government. An option shall be exercised by issuance, within sixty (60) days prior to the end of the current contract period, of a unilateral modification for the subsequent option requirements.

f. (1) The Government reserves the right to make a direct award to a Team Member, as authorized by the Team Lead in its proposal, if such an award is in the best interest of the Government. Team Leads authorizing direct award to small business Team Members must indicate in the Schedule the amount of the direct award under CLINs 0001, 0101, 0201, and 0301. The direct award amount shall conform with the Team Member's Price Format, Attachment 6. When the offered price of the Team Lead would increase as a result of the Government making direct award(s) to Team Members, offerors may state a higher price or price factor for each sub-CLIN item that will be applicable to that part of the offer, which remains to be awarded to the Team Lead.

(2) When an order is placed to a Team Lead with Team Members under the same order, the Government will list the dollar value of the order being performed by each respective Team Member. The Government will use the Team Member's Price Format, Attachment 6, to derive this information. Team Members will be accountable for GSA fee based on the dollar value apportioned to each member unless otherwise provided in the Teaming Agreement.

g. Note that this order will contain an Award Term provision in accordance with clauses #10, and #11. The total duration of the order may extend to 10 years.

This order is subject to the terms and conditions of the GSA Federal Supply Schedule (FSS) Contract and the terms and conditions of the MDA Master Agreement HQ0006-02-H-0001 and all clauses and provisions in full text or incorporated by reference herein; in the event of conflict, this SF 1449 shall govern.

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

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

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

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

### 2. ORDER ACCOUNTING

a. Invoices shall be submitted monthly for payment and shall clearly identify:

- (1) Government order number.
- (2) Period of performance
- (3) Amount due by CLIN
  - Labor CLINs – fixed man month unit price extended for the actual number of man months provided
  - ODC CLINs – itemized costs

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

c. Under no circumstances will any invoice exceed the period of performance, **fixed man-month unit price extended for the actual number of man-months provided**, or itemized costs.

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

### 3. PERIOD OF PERFORMANCE

The period of performance for this task order is the effective date of this order to 12 months for the base period (12 months for each option period, if exercised) from the effective date of this order. Unless otherwise stated by the Contracting Officer, any extension to the contractor's GSA Federal Supply Service Schedule Contract shall apply to this order, subsequent option exercise or Award Term entitlement (see clause 10.) when awarded pursuant

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to this Task Order.

#### **4. ACQUISITION OF FACILITIES**

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

#### **5. TRAVEL, TRAVEL COSTS, AND OTHER DIRECT COSTS**

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

b. Extended Commuting Travel.

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

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

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

#### **6. DELIVERABLES**

The contractor will be required to complete a "Monthly Status Report" (MSR) and "Technical Report/Study" to the Contracting Officer in accordance with the attached Contract Data Requirement Lists (CDRLs Exhibit A).

#### **7. POTENTIAL GROWTH**

Due to emerging events there is a potential for the MYE requirement to grow up to 100%. In the event this occurs, the Government will identify additional requirements by labor category and the contractor will provide corresponding labor in the categories of the existing contract, and at the then prevailing contract labor rates.

#### **8. LOCATION OF PERFORMANCE**

On-site work under CLIN 0001 (and respective CLINs for each option year) will be performed at MDA Headquarters currently at Suffolk Building, Falls Church, Virginia. MDA is providing workstations for 15 personnel at this location. Off-site personnel are expected to perform tasks from a contractor facility within a 30 minute one-way commute time from MDA Headquarters during rush hour by car, regularly scheduled public transportation, or a regularly scheduled shuttle system (i.e. transportation not specific or chargeable to this contract). Any proposed personnel place of performance outside the local Washington, D.C. metropolitan area must be explained/justified.

#### **9. KEY STAFF**

The Contractor shall notify and obtain the approval of the Contracting Officer and Contracting Officer's

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Representative prior to making any changes in key staff. If replacing key staff the Contractor shall adhere to the following: (1) replacement person's qualifications are equal to or better than the qualifications of the person being replaced as proposed and accepted at the time of task order award; or (2) the added person's qualifications are equal to or better than the desired qualifications of this task order.

**10. AWARD TERM**

a. This order provides for a core performance time of 48 months consisting of a 12-month basic period and three (3) pre-priced core option years. There is no guarantee the Government will continue performance beyond the initial 12 month basic period. Based on the criteria in FAR 17.207, option years one through three may or may not be exercised by the Contracting Officer. If all of option years one through three are exercised, the Award Term Approving Official may authorize up to three extensions beyond the core performance time, in the form of 12 month "award term periods" on the basis of an integrated assessment of the quality of performance and market research. Each of these award term periods carries a one year option period that may or may not be exercised by the Contracting Officer. With the addition of these three award term periods and the option year following each award term period, the maximum performance time under this order is [ 10 ] years. The award term periods may be earned by the contractor for sustained performance that exceeds a satisfactory level.

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

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

Schedule of Award Term Evaluation Periods and Entitlement Periods									
Core Performance Periods				Non-Core Performance Periods					
Contract Base Year 1	Option Contract Year 2	Option Contract Year 3	Option Contract Year 4	Award Term Contract Year 5	Option-Contract Year 6	Award Term Contract Year 7	Option-Contract Year 8	Award Term Contract Year 9	Option-Contract Year 10
	Eval for information only	Eval for information only	Eval (1st Decision Point)	1st Award Term					
	→				Eval (2nd Decision Point)	2nd Award Term			
	→						Eval (3rd Decision Point)	3rd Award Term	

				Task Order Refresh					
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d. The contractor must achieve a higher than satisfactory evaluation score (in accordance with criteria set in the Award Term Plan) for the evaluation period to be eligible for each award term. Practice or information evaluations will be conducted near the end of the base year and option contract year 2. The first official evaluation period occurs in the 3<sup>rd</sup> year of the order if the prior option is exercised. Each subsequent evaluation covers a two-year increment following the last evaluation.

e. The Award Term Plan will be provided to the contractor prior to commencement under this order. This Plan may be unilaterally revised by the Contracting Officer at any time prior to the start of each new award term period. A Performance Award Term Review Team will be designated by the Award Term Approving Official. The team will review and assess contractor performance against the evaluation criteria described in the Award Term Plan. Subsequent to each award term determination by the Award Term Approving Official, The Contracting Officer will unilaterally grant each individual "award term period," entitlement, if earned, by issuance of a modification to the order. Unless otherwise stated, MDA's rights to exercise the unilateral one-year option period that follows each award term period is conveyed with and considered part of the award term entitlement. If the contractor opts not to perform an earned award term period, written notice shall be given to the Contracting Officer no later than 120 days prior to the start of the applicable award term period. This "opt out" right will also void the option year that accompanies the award term period. The contractor is not allowed to "opt-out" of a period designated as an "option". The exercise of any option when conveyed with an award term entitlement shall be the unilateral right of the Government.

f. If this order is issued to a member of a team performing part of an agency requirement under a teaming arrangement, MDA reserves the right to evaluate the performance of the entire team as a unit. In this case, failure of the team to earn an award term entitlement may result in no award term entitlement under this order despite the level of performance the contractor on this order has achieved in performing the work requirements of this order.

g. If the contractor's GSA schedule contract is due to expire during the period of performance of this order and is not extended by GSA, this task order will expire at the end of whatever performance period is currently in effect when the contractor's GSA schedule contract ends. All task order unexercised/unawarded option and award term periods will automatically become void. Cancellation of an award term arising from cancellation/expiration of the GSA schedule (without renewal) will not entitle the contractor to any equitable adjustment or other compensation. If this order is awarded under a team arrangement and in the event that the GSA schedule contract is not extended to the contractor as a team member, the Contracting Officer may require the team lead to remove the subject team member and provide an alternate source to provide these services. In the event GSA does not extend its schedule contract with a team lead or a member or members that represent a substantial part of the work, MDA reserves the right to cancel, without liability, any remaining award term (entitlements not granted or options not exercised) on this order and proceed to recompile the work. The contractor will notify the Contracting Officer immediately when it becomes known that its own or a team member's GSA schedule contract will either be cancelled or not be extended in time to allow that firm to continue performance under the order.

h. Market research will be performed 120 days prior to the beginning of the option—contract year 6 to refresh the order to reflect current market practices and ensure consistency with the GSA Federal Supply Schedule and requirements under the then current Federal Acquisition Regulations.

**11. PRICING AWARD TERM PERIODS AND NON-CORE OPTION PERIODS**

a. The price for award term periods, if earned, and non-core option years following the award term periods (option years six, eight, and ten), if exercised, will be determined prior to the start of each award term period in



accordance with this clause. For purposes of this clause, a non-core option period is defined to be the one-year option period that accompanies each award term period.

b. It is agreed and understood that prices for the "award term" periods and the accompanying "non-core option years" shall contain no less than the average (computed for each labor category over the core performance period) of the hourly labor rate discounts from the published GSA schedule contract rates, by labor category, that were agreed to in the "core" performance periods. Prices for the non-core option year following the award term period will be established simultaneous with the pricing for respective award term period. The contractor shall submit pricing for the award term period and option period, as explained above, no later than 120 days prior to the start of the applicable award term period (even if the upcoming award term period is yet to be earned, or the award term decision has not yet been made). It is agreed and understood that in the event the contractor elects not to submit prices in whole or in part prior to the start of any award term period for the upcoming award term/option period, the prices of the then current order period shall apply to both the upcoming award term period and the accompanying option period.

c. The term "price" covers the unit price(s) and extended total price(s) stated for the contract line item(s) in the order. It consists of the total of all labor line/subline items, added together, where the pricing was developed by the contractor and agreed to by the Contracting Officer using the contractor's individual GSA schedule contract labor category hourly rates either proposed at the time of the task order or as agreed to in a subsequent task order modification. If labor categories that were not covered in the previous order period are needed for the award term period and are authorized for use by the Contracting Officer, the contractor shall propose hourly rates for labor categories that are no higher than those rates published in its GSA Federal Supply Schedule contract current at that time.

d. Regardless of increases in GSA hourly labor rates that are in effect under the GSA schedule contract at the point of pricing the award term and non-core option periods, the maximum amount of the increase which will be permitted for each unit price stated in the order for the award term period will be limited to a ceiling of 10 percent over the price of the performance period in effect at the time the pricing is submitted. Likewise, the unit price for the accompanying non-core option is limited to a ceiling of 10 percent over the unit price for submitted for the award term.

e. Documentation to support the pricing. The contractor must provide documentation to support and explain the proposed increase. This documentation will show how the discounted GSA schedule contract hourly labor rates used in establishing the prices for the core periods were averaged for purposes of pricing the award term and non-core option year. Then, the documentation must clearly show how this average was applied to individual labor categories and staffing requirements to arrive at the unit price for the order. Unless otherwise agreed to by the Contracting Officer, the same Labor Mix, Qualifications, and Rate Mix applicable to the then current period will be used as the baseline for pricing the award term and accompanying non-core option year.

## **12. GSA PRICE ADJUSTMENT**

a. A price adjustment may be requested when upward adjustments need to be made to the monthly unit prices stated in this task order as a result of post task order-award increases to the contractor's GSA schedule contract labor rates. Adjustments shall only be considered by the Contracting Officer if, after task order award, GSA approves a rate increase for one or more labor categories performing the work under the order, and the new rate(s) are either higher than the approved GSA rates for those categories that were in effect when the contractor originally calculated its task order price proposal, or, (in the event that GSA had not yet approved rates for those categories when the task order price proposal was developed), higher than the rates the contractor had projected that GSA would subsequently approve for those categories. This adjustment shall only apply to the labor categories included in the task order and must be supported by GSA-issued price increases to those labor categories for that task order option year that are higher than the rates originally calculated by the contractor in its proposal.

b. Only one such adjustment request may be made during the four-year core task order period (base and priced options) and are not retroactive. If the contractor elects to submit a request, it may cover changes in pricing for both of or only one of the last two-priced option years in the core performance period.

c. The pricing adjustment shall be submitted no later than 120 days before the first option year to which the new prices would apply.

d. If the contractor makes a request to adjust the monthly prices, the labor rates used in the changed monthly prices will be discounted at no less than the same level (in percents) from the published GSA schedule labor hour rates that were offered in the year(s) for which the adjustment is requested. Provided, that if the discount in the year(s) that the adjustment is requested is less than the average of the discounts that were applicable to the labor categories in all the years prior to the option year(s) for which the discount is requested then that average will be used. For example if the contractor is requesting an adjustment for option year 3 and the discount for a labor category rate used in the pricing of the task order in for option year 3 is 20 percent lower than the GSA schedule contract rate in effect or estimated at the time of award, the 20 percent discount factor would be applied to the revised GSA schedule labor rate for that category. That is, if the increased GSA labor rate is \$100 per hour, the hourly rate used in calculating the monthly unit price will be no more than \$80 for that labor category. However, if the average of the discounts from the GSA published labor rates for that category from the time of award through option year 2 is more than 20%, then, that average percentage factor will be used for the labor category. This maintains the same percentage discount relationship between the task order prices and the GSA contract rates throughout the task order period. If a new rate has been negotiated with GSA and accepted but not published, the new rate may be used if it will be effective prior to the start of the option year for which the adjustment is requested, and if the contractor can provide supporting documentation to MDA that confirms that the GSA contracting officer has approved the new rate.

e. The maximum amount of the increase, which will be permitted for each unit price stated in the order, will be limited to a ceiling of 10 percent over the original price.

f. The request for a pricing adjustment will identify the GSA schedule contract labor rates that apply to the specific year (or if a new schedule contract is pending, the schedule contract labor rates and effective dates that have been negotiated with GSA). The contractor will explain how the discount percentage limitation off the GSA rate for each labor category was figured and applied to the higher proposed task order unit price.

### **13. CONTRACT MODIFICATION**

In order for the Government to determine whether the price offered for any change to this order is fair and reasonable, the Contractor shall provide supporting information to the extent required by the Contracting Officer, as well as access to pertinent records as described under the version of the FAR clause 52.215-21 included in the GSA Schedule contract.

### **14. CLAUSES INCORPORATED BY FULL TEXT**

#### **52.232-22 LIMITATION OF FUNDS (APR 1984)**

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing

that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract.

(End of clause)

**DFARS 252.232-7007 Limitation Of Government's Obligation (MAY 2006)**

(a) Contract line item(s) 0001 through 0106 (and respective CLINs for each option year and any other FFP based CLIN that may be subsequently added to this order) are incrementally funded. For these item(s), the sum of [REDACTED] 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 item(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 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 ninety 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 a 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 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 paragraphs (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 the 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 is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate 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:

<b>On execution of contract</b>	<b><u>\$4,391,692.00</u></b>
<b><u>September 01, 2005</u></b>	<b><u>\$4,466,692.00</u></b>
<b><u>August 24, 2006</u></b>	<b><u>\$205,000.00</u></b>
<b><u>September 01, 2006</u></b>	<b><u>\$1,150,000.00</u></b>

(End of clause)

**15. 252.232-7003 Electronic Submission of Payment Requests.**

As prescribed in 232.7004, use the following clause:

**ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)**

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

(1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

**16. CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS/CONTRACTOR EMPLOYEE OUT-PROCESSING (OCT 2004)**

a. To maintain the security of the MDA spaces and information systems, the Contractor shall notify the COR in writing whenever a prime or subcontractor employee included on the current Visit Authorization Request/Letter discontinues support to this order. This requirement shall apply to both Contractor and employee initiated termination of services and to temporary suspension of services longer than four weeks.

b. Upon notification, the COR will ensure that the Technical Area Security Officer/Office Security Manager takes timely action to:

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- (1) Remove the employee from the current Visit Authorization Request/Letter;
- (2) Cancel the MDA badge, keycard and Pentagon Pass issued pursuant to the Visit Authorization Request/Letter; and
- (3) Terminate the MDA LAN account/access privileges.

c. The contractor shall identify the reason for and date of termination or expected period of suspension and submit the notification to the COR within five (5) working days prior to service discontinuation. For unplanned termination or suspension of services exceeding four weeks, notification shall be made within one (1) working day after termination/suspension action.

d. Prior to the departure of on-site contractor employees, the departing employee shall complete an out-processing checklist for MDA on-site contractor employees as required by MDA Directive Number 5000.01, and return the completed checklist, with all required signatures, to the cognizant Contracting Officer's Representative (COR). The COR will provide the completed form to the Contracting Officer to be retained in the official contract file by the Contracting Officer.

#### 17. PRICE SAVINGS SHARE OPPORTUNITY

a. The Contractor is encouraged to propose contract/CLIN value reductions during the current performance period (or upcoming option periods) for fixed price CLINs (and associated Option CLINs) under this contract. This opportunity for reduction is based on a recognized improved understanding by the Contractor of the Government's requirement which may possibly result in a change to either the skill mix, the total man-years required, or both, without impacting this contract's mission, deliveries and product output. The Contractor will fully support, at the technical and cost/price level, the rationale for any proposed reduction. (Cost and pricing data will be submitted to the Contracting Officer only.) In the event that the Government accepts the proposed reduction, or any part thereof, the parties will share the savings on an 80/20 Government/Contractor share ratio (i.e. the CLIN price/unit price will be reduced by eighty (80%) percent, with the remaining twenty (20%) percent retained in the price/unit price as the Contractor's savings share).

b. The Government is under no obligation to accept the Contractor's proposed reduction.

(End Clause)

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<b>DOCUMENT</b>	<b>DATE</b>	<b>TITLE</b>
EXHIBIT A	11-08-04	Contract Data Requirements List (CDRL), DD Form 1423-1
ATTACHMENT 1	05-27-04	Statement of Objectives (SOO)
ATTACHMENT 2	TBD	OCI Analysis/Disclosure Form
ATTACHMENT 3	04-05-04	DD Form 254
ATTACHMENT 4	TBD	PPBS Non-Disclosure Agreement (upon award the successful offeror will complete for its staff, to include team member and subcontractor staff)
ATTACHMENT 5	04-05-04	Award Term Plan
ATTACHMENT 6	03-01-06	Labor Mix, Qualifications and Rates Matrix
ATTACHMENT 7	05-11-04	Government Furnished Information/Government Furnished Equipment and Other Direct Cost Limitations
ATTACHMENT 8	06-15-04	Management Plan (to be incorporated upon award)
ATTACHMENT 9	11-08-04	Surge Services Support Schedule

SURGE CLAUSE15. ORDERING SURGE SERVICES

The Contracting Officer's Representative (COR) will identify all additional surge requirements required under the order. Upon the identification of surge requirements, the COR shall complete the Work Order for Surge Services form (Attachment 9) in its entirety and submit the form to the Contracting Officer for review. Once the Contracting Officer has ensured that there are sufficient funds under the contract and that the identified surge requirements are within the scope of the surge CLIN stated in the order, the Contracting Officer will approve the Work Order for Surge Services form and return to the COR for submission to the contractor. Upon receipt of the surge support requirement, the contractor shall propose, within five (5) days, personnel available under the surge CLIN, the estimated cost for labor, and other direct costs to complete the task. The COR and the Contracting Officer will review the contractor's proposal, and if accepted, the COR will issue authorization to the contractor's Program Manager to proceed with the surge requirements. Neither work nor travel shall commence without clear documented authorization from the Contracting Officer. After the surge task is completed, the COR shall keep a record of all hours worked by the contractor and the cost associated with each task.





**HQ0006-04-F-0026**  
**Exhibit A**

**CONTRACT DATA REQUIREMENTS LIST**

**May 27, 2004**

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

**000050**

**A. INTRODUCTION**

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

**B. APPLICABLE DOCUMENTS**

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

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

**C. AUTHORITIES (BLOCK 4)**

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

**D. APPROVAL (BLOCK 8)**

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

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

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

**F. SUPPLEMENTAL INFORMATION**

**G. DEFINITIONS OF ACRONYMS AND ABBREVIATIONS**

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

**I. ADDRESSEE LIST**

**Block 14**

Entry

Complete Mailing Address

MDA/QS  
MDA/CTS, or

Missile Defense Agency/\_\_\_\_\_  
ATTN: Suffolk Building  
5611 Columbia Pike  
Falls Church, VA 22041

DTIC

Defense Technical Information Center  
ATTN: DTIC-O  
8725 John J. Kingman Road, Suite 0944  
Fort Belvoir, VA 22060-6218

MDA BIRC

BMD Information Resource Center  
ATTN: FOB2/ANNEX  
7100 Defense Pentagon  
Washington, DC 20301-7100

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

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

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

<b>A. CONTRACT LINE ITEM NO.</b> 0003, 0301, 0203, 0303		<b>B. EXHIBIT</b> A		<b>C. CATEGORY</b> TDP    TM    OTHER    X						
<b>D. SYSTEM/ITEM</b> Safety and Quality Assurance Support			<b>E. CONTRACT/PR. NO</b> HQ0006-04-F-0026		<b>F. CONTRACTOR</b>					
<b>1. DATA ITEM NO.</b> A001	<b>2. TITLE OF DATA ITEM</b> Status Report				<b>3. SUBTITLE</b>					
<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-MGMT-80368/T, Jun. 1987			<b>5. CONTRACT REFERENCE</b> Contract Documents			<b>6. REQUIRING OFFICE</b> MDA/QS				
<b>7. DD 250 REQ LT</b> LT	<b>9. DIST STATEMENT REQUIRED</b> C	<b>10. FREQUENCY WKLY</b>		<b>12. DATE OF FIRST SUBMISSION</b> See Block 16		<b>14. DISTRIBUTION</b>				
<b>8. APP CODE</b> N/A		<b>11. AS OF DATE</b> 0	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> 7 DARP			<b>a. ADDRESSEE</b>	<b>b. COPIES</b>			
							Draft	Final		
<b>16. REMARKS</b>  Block 4: The Data Item Description DI-MGMT-80368/T is tailored as follows: DID Block 6a: Distribution to the DTIC is not applicable; DID Section 10.1: Contractor data format is acceptable, providing that due consideration is given to previously used formats of same or similar reporting for consistency of information presentation. The deliverable shall include one paragraph or one set of bulletized text noting schedule and technical status for each of the tasks agreed to between the contractor and Government COR for each contractor employee.  Block 12: The first submission is due seven calendar days after the first full week after contract initiation to include reporting period from the date of contract initiation.  Block 14: Delivery shall be by electronic media unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/QS word processing, spreadsheet, and database applications.						MDA/QS		1		
						MDA/CT			1	
						<b>15. TOTAL</b>				

<b>G. PREPARED BY</b> Patrick McGlynn, MDA/QS		<b>H. DATE</b> May 27, 2004		<b>I. APPROVED BY</b> Diane L. Knight		<b>J. DATE</b> July 28, 2004	
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**000053**

CONTRACT DATA REQUIREMENTS LIST  
(1 Data Item)

Form Approved  
OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO. 0003, 0301, 0203, 0303  
B. EXHIBIT A  
C. CATEGORY TDP \_\_\_ TM \_\_\_ OTHER X

D. SYSTEM/ITEM Safety and Quality Assurance Support  
E. CONTRACT/PR. NO. HQ0006-04-F-0026  
F. CONTRACTOR

1. DATA ITEM NO. A002  
2. TITLE OF DATA ITEM Funds & Labor Hour Expenditure Report  
3. SUBTITLE

4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-81537, Mar. 1997  
5. CONTRACT REFERENCE Contract Documents  
6. REQUIRING OFFICE MDA/QS

7. DD 250 REQ LT  
9. DIST STATEMENT REQUIRED N/A  
10. FREQUENCY MTHLY  
12. DATE OF FIRST SUBMISSION See Block 16  
11. AS OF DATE 0  
13. DATE OF SUBSEQUENT SUBMISSION 20 DARP  
14. DISTRIBUTION  
a. ADDRESSEE  
b. COPIES  
Final  
Draft Reg Repr

16. REMARKS  
Block 12: The first submission is due twenty calendar days after the first full month after contract initiation to include reporting period from the date of contract initiation.  
Block 14: Distribution to MDA/CT and MDA/QS shall be via electronic means as directed by the PCO.

15. TOTAL			
⇒	0	2	

G. PREPARED BY Patrick McGlynn, MDA/QS  
H. DATE May 27, 2004  
I. APPROVED BY Diane L. Knight  
J. DATE July 28, 2004

000054

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

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

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

<b>A. CONTRACT LINE ITEM NO.</b> 0003, 0301, 0203, 0303		<b>B. EXHIBIT</b> A		<b>C. CATEGORY</b> TDP _____ TM _____ OTHER <input checked="" type="checkbox"/>					
<b>D. SYSTEM/ITEM</b> Safety and Quality Assurance Support			<b>E. CONTRACT/PR. NO</b> HQ0006-04-F-0026		<b>F. CONTRACTOR</b>				
<b>1. DATA ITEM NO.</b> A003	<b>2. TITLE OF DATA ITEM</b> Contract Summary Report				<b>3. SUBTITLE</b>				
<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-ADMN-80447/T, Sep. 1987			<b>5. CONTRACT REFERENCE</b> Contract Documents			<b>6. REQUIRING OFFICE</b> MDA/QS			
<b>7. DD 250 REQ LT</b> LT	<b>9. DIST STATEMENT REQUIRED</b> See Block 16	<b>10. FREQUENCY MTHLY</b> MTHLY		<b>12. DATE OF FIRST SUBMISSION</b> See Block 16		<b>14. DISTRIBUTION</b>			
<b>8. APP CODE</b> N/A		<b>11. AS OF DATE</b> 0	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> 10 DARP		<b>a. ADDRESSEE</b>			<b>Draft</b>	<b>b. COPIES</b>
									<b>Final</b>
<b>16. REMARKS</b>  Block 4: The Data Item Description DI-ADMN-80447 is tailored as follows: DID Block 6a: Distribution to the DTIC is not applicable; DID Section 10.1: Contractor data format is acceptable, providing that due consideration is given to previously used formats of same or similar reporting for consistency of information presentation.  Block 9: Distribution statement may be required before dispersing data. If required, it will be provided by COR at MDA/QS prior to data submission.  Blocks 12 and 13: Submission will be 30 days after completion of the period of performance of the base period and each option exercised.  Blocks 14 and 15: A delivery shall be by electronic media unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/QS word processing, spreadsheet, and database applications.						MDA/QS			
						MDA/CT			1
						<b>15. TOTAL</b>			

<b>G. PREPARED BY</b> Patrick McGlynn, MDA/QS		<b>II. DATE</b> May 27, 2004		<b>I. APPROVED BY</b> Diane L. Knight		<b>J. DATE</b> July 28, 2004	
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**000055**

000056

**Statement of Objectives for the Director of Safety Quality and Mission Assurance  
 (Safety and Quality Assurance Support)**

**Program Objectives**

- Provide support in development and maintenance within MDA a “World Class” Safety and Quality Assurance Organization.
- Provide BMDS elements with robust and practical policy, guidance and experience in Safety and Quality Assurance.
- Assist in the development of MDA Quality related processes and procedures involving hardware and software.
- Provide the Director of QS with safety orientated technical advise on both hardware and software issues.
- Provide the Director of QS with quality assurance, field site, and safety engineering support on both hardware and software issues.
- Provide the Director of QS with approximately 15 Man-Years to support described taskings.
- Ability to hold Secret clearance with approximately 20% of Man-Months holding Top Secret requirements is a critical requirement.

Objective Category	TASK DESCRIPTION/OBJECTIVES
	<b>THE CONTRACTOR SHALL:</b>
1.0	Provide Safety support to MDA/QS including but not limited to the safety functional areas of systems safety, flight safety and mission flight control, range safety, operations/pad safety, weapons safety, explosives safety and safety and occupational health (SOH) for all MDA programs and the BMDS at all MDA operating locations. Provide the following support to each of the safety functional areas.
1.1	Assist in the development of MDA safety policy and program development.
1.2	Assist in development of MDA QS safety related processes and procedures.
1.3	Assist in development of safety requirements for MDA programs and the BMDS.
1.4	Review MDA programs and the BMDS for compliance with MDA safety requirements.
1.5	Review MDA programs and the BMDS for compliance with other safety requirements imposed by local, state, federal or international laws, range requirements and regulations and service requirements and regulations.
1.6	Provide support to MDA programs and the BMDS to develop and implement MDA required safety programs.



**Statement of Objectives for the Director of Safety Quality and Mission Assurance  
(Safety and Quality Assurance Support)**

1.7	Support independent safety reviews of MDA programs and the BMDS.
1.8	Perform special safety studies, surveys, assessments and technical analysis as requested by MDA/QS.
1.9	Develop safety briefings, staffing packages, speeches and related communications tools as requested by MDA/QS.
1.10	Interface with Safety Review Boards chaired by other services in support of MDA programs. (e.g. WSERB, JSIMTP, ISSRB, etc)
<b>2.0</b>	<b>Support to the safety functional areas shall include but may be limited to the following:</b>
2.1	Provide support on-site at MDA facilities within the National Capital Region or on-site at one or more MDA-related facility (field site).
2.2	Support and review documentation associated with safety related meetings including but not limited to design reviews, systems safety working groups, mission pathfinders, range and mission readiness reviews.
2.3	Support the MDA Safety Council.
2.4	Attend other safety related meetings in support of MDA QS such as those requested by NASA, DOD, NRO, FAA, industry and others.
2.5	Present safety risks/action item responses to MDA review boards. (MIB, Program Review, SER, etc)
<b>3.0</b>	<b>Mishap Investigation</b>
3.1	Assist in development of mishap investigation requirements for MDA programs and the BMDS.
3.2	Review MDA programs and the BMDS for compliance with MDA mishap investigation requirements.
3.3	Lead or support mishap investigations as requested by MDA/QS.
<b>4.0</b>	<b>Safety and Occupational Health in the National Capital Region</b>
4.1	Assist in the development of implementation of SOH programs to support MDA functions within the Washington DC National Capitol Region (NCR). Development includes supervisor safety and employee safety guides/pamphlets.
4.2	Identify, align, and provide applicable OSHA, OSD, WHS and the various MDA work locations building management guidance, policies and regulations; and assist in the compliance of those requirements and actively support MDA's NCR mishap prevention programs.

**Statement of Objectives for the Director of Safety Quality and Mission Assurance  
(Safety and Quality Assurance Support)**

4.3	Assist in establishing an SOH Committee and awards program; assist with scheduling and coordinating all SOH meetings; attend SOH meetings and conferences; developing SOH meetings agendas, minutes and action items; tracking SOH meeting action items; and maintaining SOH meeting records.
4.4	Conduct inspections; document inspection reports; conduct annual safety inspections; if deficiencies are noted, coordinate with assigned OPRs to reply to inspections findings and conduct follow-up spot inspections to ensure corrective actions are adequate; report and investigate mishaps and hazards; and ensure that there are a significant number and appropriate types of fire extinguishers and other safety related equipment.
4.5	Assist in the design and implementation of SOH initiatives; establish a process for distribution or general publications throughout the organization; develop and facilitate a training curriculum and guide for managers, supervisors and newcomers; conduct on-going formal and informal SOH education classes including written training plans; disseminate SOH information including publishing a safety newsletter, developing a safety website, and posting/displaying safety materials; provide all employees with the status of the SOH programs; and promote SOH throughout the organization.
4.6	Identify process deficiencies and execute corrective action to address the root causes to ensure a permanent fix; conduct benchmark studies to identify best practices; and conduct analyses, to include analyses of inspection findings and mishap investigations.
4.7	Assist in the development of comprehensive supervisor and employee SOH program guides/pamphlets; MDA SOH training curriculum; MDA SOH website to be housed as part of the MDA Portal homepage; and MDA SOH program analyses reports.
<b>5.0</b>	<b>Provide Quality Assurance Support in planned and systematic pattern of all actions necessary to provide confidence that the "end item" will meet all specified requirements as directed by MDA and MDA/QS.</b>
5.1	Provide the Director of QS with quality assurance and field site support.
5.2	Assist in the development of MDA Quality Assurance and program development
5.3	Assist in the development of MDA QS Quality Assurance processes and procedures involving hardware and software.
5.4	Assist in the development of Quality Assurance requirements for MDA programs and the BMDS.
5.5	Review MDA programs and the BMDS for compliance with MDA Quality Assurance requirements.
5.6	Provide support to MDA programs and the BMDS to develop and implement MDA required Quality Assurance programs.
5.7	Support independent Quality Assurance reviews of MDA programs and the BMDS.
5.8	Perform special Quality Assurance studies, surveys, assessments and technical analysis as requested by MDA/QS.

**Statement of Objectives for the Director of Safety Quality and Mission Assurance  
(Safety and Quality Assurance Support)**

5.9	Develop Quality Assurance briefings, staffing packages, speeches and related communications tools as requested by MDA/QS.
5.10	Attend other safety related meetings in support of MDA/QS such as those requested by NASA, DOD, NRO, NAVSEA, industry and others.
5.11	Identify process deficiencies and execute corrective action to address root causes to ensure a permanent fix; conduct analyses to include inspection findings.
5.12	Provide support in establishing general QS office procedures to include appropriate process/procedures necessary to interface with customers both internal and external to the MDA.
5.13	Provide Quality Assurance functional support concerning performance metrics, defect codes, quality clauses, risk indicators, and surveillance communication. Provide guidance, tools, best practices, and lessons learned concerning surveillance activities.
5.14	Support, develop and document workmanship, EEE parts and materials requirements and design criteria for the manufacture of space flight, aeronautics, and mission critical ground support electronic hardware and software.

**OCI ANALYSIS/DISCLOSURE FORM**

1. <i>Contract Number</i>	2. <i>Program Title</i>	
HQ0006-04-F-0026	Safety and Quality Assurance Support	
3. <i>Contractor Name and Address</i>	4. <i>Telephone Number and POC</i>	
5. <i>Type of work to be performed under this solicitation:</i>		
(a) Providing Systems Engineering and Technical Direction ( )		
(b) Preparing Specifications or Work Statements ( )		
(c) Providing Technical Evaluation or Advisory & Assistance Services ( )		
<b><i>Other MDA or BMD-related work requiring analysis and determination:</i></b>	6. <i>Contract Number and Program Title</i>	
7. <i>Brief Summary/Description of work performed under Block 6 action:</i>		
8. <i>Relationship between requirements of Block 1 action and work performed under Block 6 action (If None, State Why):</i>		
9. <i>Offeror/Contractor OCI Evaluation and Assessment (If either answer is yes, attach a copy of the SOW and complete Block 10):</i>		
(a) Does Actual OCI exist? ( ) Yes ( ) No		
(b) Does Potential OCI exist? ( ) Yes ( ) No		
10. <i>Summary of actual/potential OCI, including actions planned to avoid, neutralize, or mitigate conflict or potential conflict:</i>		
11. <i>Typed Name of Responsible Official</i>	12. <i>Signature</i>	13. <i>Date</i>
14. <i>Typed Name of Contracting Officer</i>	15. <i>Approval Signature</i>	16. <i>Date</i>

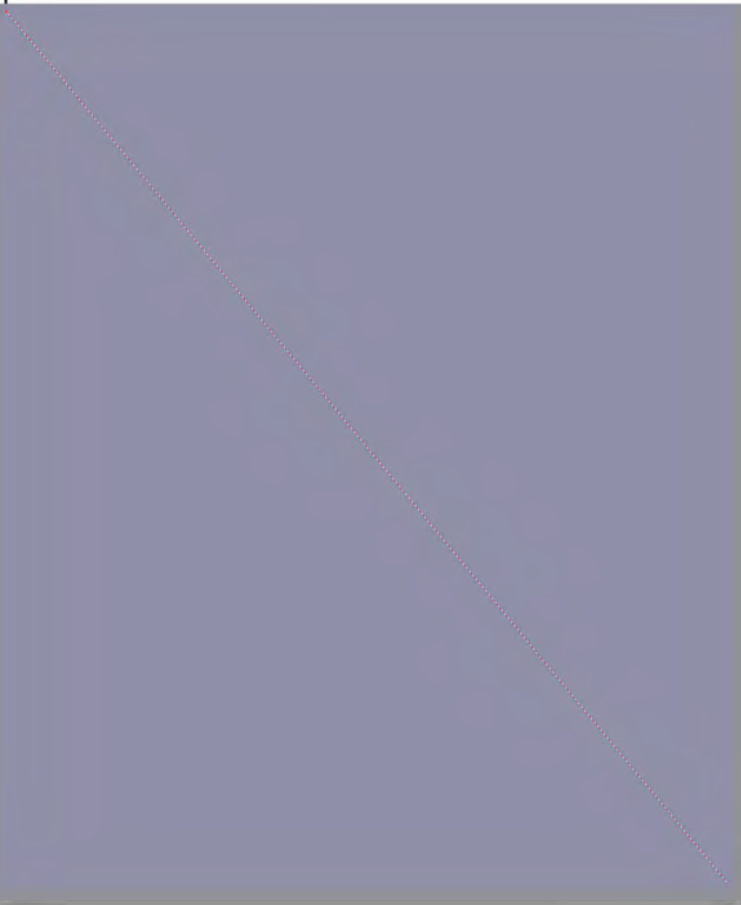
07/22/04

Attachment 03  
HQ0006-04-F-0026

**DEPARTMENT OF DEFENSE  
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED



07/22/04

Attachment 03  
HQ0006-04-F-0026



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

**Reference Item 10k:** The contractor will have access to BMDS Program-Related Information defined as follows:

Ballistic Missile Defense System Program-Related Information (BMDS PRI). Unclassified information associating specific technologies to components, sub-systems or systems revealing sensitive configurations of a sub-system or system; identification of out-year funding or redirection of funds to specific components or projects revealing a re-prioritization of program direction; or information revealing sensitive BMDS plans, intentions, or activities relating to BMDS operations or contingencies. Examples: 1) Unclassified information that, if not protected, could lead to revealing classified Critical Program Information. 2) Information that identifies the number of components intended to be configured that would make up the operational Field of View of an interceptor thus potentially leading to concluding the Instantaneous Field of View. PRI meets the requirement of Controlled Unclassified Information, as defined below, requiring protection during dissemination.

1. Access to unclassified BMDS program information must be limited to US Persons where access does not constitute an export unless the access is authorized by MDA/SIS, or in the case of technical data as defined by the ITAR, the access is covered by TAA 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 imposed by U.S. National Security and/or export/disclosure policy guidelines.
2. External electronic transmissions of designated Unclassified BMDS PRI (voice, facsimile, and data) shall be only over secure communications circuits approved for transmission of information. Non-secure communications circuits may transmit designated Unclassified BMDS PRI only when secure communications circuits are not readily available to satisfy urgent mission requirements. Encryption of e-mail to satisfy this requirement shall be accomplished by use of DoD approved Public Key Infrastructure Certification available from: <http://iase.disa.mil/pki/eca/iecavendors.html>. (Cost involved - coordination with COR required to determine quantity required.) Contact MDA/SISO for additional information. For other electronic transmissions, this shall be accomplished using NIST-validated or NSA-endorsed encryption.
3. Unclassified BMDS PRI may be sent through normal mail or distribution channels used for Unclassified information.
4. ALL BMDS PRI, classified or unclassified, is destroyed as classified waste. In exceptional circumstances, a request for exception, accompanied by supporting rationale, may be submitted through the Contracting Officer to MDA/SISO. A waiver allowing destruction of Unclassified BMDS PRI has been approved by MDA/SISO. Procedures for destruction of Unclassified BMDS PRI are included in the "FOR OFFICIAL USE ONLY/BMDS PROGRAM-RELATED/PRIVACY ACT SUPPLEMENT", attachment at Paragraph 6.a. **THIS REQUIREMENT WILL BE IMPOSED ON ALL SUB-CONTRACTS AS APPROPRIATE.**

**Reference Item 11l:**

1. External electronic transmission: See Reference Item 10k, paragraph 2 above. **THESE REQUIREMENTS WILL BE IMPOSED ON ALL SUB-CONTRACTS AS APPROPRIATE.**
2. Contractor's Unclassified LAN processing Unclassified BMDS program-related information requires:

- a. Compliance with the provisions of OMB Circular A-130, Management of Federal Information Resources, February 8, 1996 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;
- b. LAN access to unclassified BMDS PRI (access qualifies as an IT-III Position requirement) must be limited to U.S. Persons that have a minimum 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 authorized); or contractor equivalent\*; and
- c. Submission of an Automated Information System Security Plan outlining procedures LAW OMB Circular A-130 and, if applicable, connectivity of wireless device implementation will be in compliance with DoD Directive 8100.2 with accreditation and certification by MDA/SIS, prior to processing. **THIS REQUIREMENT WILL BE IMPOSED ON ALL SUBCONTRACTS AS APPROPRIATE.**

\*Note: Contractor equivalent includes various background checks such as those performed by employers during hiring process, including local and state law enforcement and agency check, degree confirmation checks, previous employment checks, and other forms of employee screening commonly used by Defense Contractors to screen prospective employees. Contractor will document basis for favorable adjudication when contractor equivalent option is used.

### 3. Publicly Accessible Internet Web Sites/MDA Extranet:

- a. Contractor and subcontractor computer systems that provide public access via an Internet web site will contain only BMDS information that has been officially approved for public release.
- b. Contractors and subcontractors are authorized to connect to the MDA Extranet site, which contains Unclassified BMDS program-related information.

### Reference Item 12:

Proposed public disclosure of unclassified information relating to work under this contract shall be coordinated with the MDA Task Manager for review. ONLY information that has been favorably reviewed and authorized by the Washington Headquarters Services Directorate of Freedom of Information and Security Review (DFOISR) may be disclosed. Information developed after initial approval for public release must be submitted for review and processing.

Contemplated visits by public media representatives in reference to this contract shall receive prior approval from the MDA COR and from MDA Communications Directorate.

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.

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 Directorate (MDA/SIS) for review and appropriate action.



**Reference Item 14.**

1) All special security concepts/requirements and plans including those for System Security Engineering development, protective countermeasures, storage, and/or transportation of CPI program material must be coordinated with MDA/SIS prior to implementation, to ensure adequate asset protection. Overall concept plans may be submitted for coordination/approval for the transportation and protection of any Boost, Midcourse, Terminal, Sensor, or Battle Management, Command and Control (BMC2) CPI to cover development, testing, and deployment.

2) Compliance with security requirements imposed by documents generated in response to DoD 5200.39, Security, Intelligence, and Counterintelligence Support To Acquisition Program Protection, Sep 10, 97 is required. Compliance with OPSEC measures if imposed by programs supported or by documents generated by MDA/SIS may be necessary. OPSEC program will be IAW DoD 5205.2, dtd 29 November 1999. Program OPSEC plans shall be coordinated with and approved by MDA/SIS and will be imposed on subcontractors as appropriate. Program protection measures shall be applied and approved by MDA/SIS at ALL locations where Critical Program Information (CPI) is developed, produced, analyzed, maintained, transported, stored, tested, or used in training.

**Reference Item 15:** MDA/SIS will be responsible for conducting Protection Assessment Reviews (PARs) IAW DoD Directive 5200.1-M to ensure contractor compliance with this contract specification as it relates to the protection of program CPI. These assessments will be accomplished in conjunction with DSS inspections when possible.

**FOR OFFICIAL USE ONLY/BMDS PROGRAM-RELATED/PRIVACY ACT SUPPLEMENT****1. Definitions.**

a. Ballistic Missile Defense System Program-Related Information (BMDS PRI). Unclassified information associating specific technologies to components, sub-systems or systems revealing sensitive configurations of a sub-system or system; identification of out-year funding or redirection of funds to specific components or projects revealing a re-prioritization of program direction; or information revealing sensitive BMDS plans, intentions, or activities relating to BMDS operations or contingencies. Examples: 1) Unclassified information that, if not protected, could lead to revealing classified Critical Program Information. 2) Information that identifies the number of components intended to be configured that would make up the operational Field of View of an interceptor thus potentially leading to concluding the Instantaneous Field of View. PRI meets the requirement of Controlled Unclassified Information, as defined below, requiring protection during dissemination.

b. Controlled Unclassified Information (CUI). As used within MDA, it applies to unclassified information to which access or distribution limitations may be applied. Controlled Unclassified includes BMDS program-related or other information marked, or that is eligible for marking, as "For Official Use Only" (FOUO) in accordance with DoD 5400.7; technical information as discussed in DoD 5230.24 and 5230.25; information that is subject to export controls in accordance with the International Traffic in Arms Regulations (ITAR) or the Export DoD Administration Regulation (EAR); sensitive information as defined in the Computer Security Act of 1987, or other qualifying information as identified in DoD 5200.1-R.

c. For Official Use Only (FOUO). Information that has not been given a security classification under the criteria of an Executive Order, but that may be withheld from the public for one or more of the reasons cited in Freedom of Information Act exemptions 2 through 9, DoD 5400.7. FOUO is not authorized as a form of classification to protect U.S. national security interests.

d. Personal Information. Information about an individual that is intimate or private to the individual, as distinguished from information related solely to the individual's official functions or public life.

e. Privacy Act. The Privacy Act of 1974, as amended, 5 U.S.C. Section 552a.

f. U.S. Person. A person who is a citizen or national of the United States or is a permanent resident of the United States under the Immigration and Nationality Act.

**2. General.**

a. For Official Use Only (FOUO), is official government information that does not meet requirements for classification but, still requires protection. BMDS Program-Related, Privacy Act (PA), as well as other information (See DoD 5200.1-R, DoD Information Security Program Regulation) falls in this category.

b. Under certain conditions, BMDS Program-Related Information in the hands of contractors may be released to the public; however, it must be reviewed by MDA/SISX and MDA/DC, with the concurrence of the Contracting Officer's Representative (COR)/Contracting Officer's Technical Representative (COTR) prior to official release.

c. Access.

(1) Access to unclassified BMDS program-related information must be limited to US Persons where access does not constitute an export unless the access is authorized by MDA/SIS, or in the case of technical data as defined by the ITAR, the access is covered by TAA 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 imposed by U.S. National Security and/or export/disclosure policy guidelines.

(2) Non-Sensitive Positions (IT-III positions). Non-sensitive positions associated with BMDS PRI are found at contractor facilities processing Unclassified BMDS PRI on their (contractor's) Unclassified Local Area Network (LAN). In establishing the categories of positions, other factors may enter into the determination, pertaining to placement in higher or lower categories based on the Agency's judgment as to the unique characteristics of the system or the safeguards protecting the system. IT-III designated positions require a National Agency Check (NAC). LAN access to unclassified BMDS PRI must be limited to U.S. Persons that have a minimum Secret level clearance; or have been the subject of a favorably completed National Agency Check (NAC) or a more stringent personnel security investigation (access to Unclassified BMDS PRI pending completion of the NAC and final clearance determination is authorized); or contractor equivalent\*. When "contractor equivalent" option is not exercised and the individual does not possess a valid security clearance, the contractor will forward their employee information (completed SF 85P, Questionnaire for Positions of Public Trust, and two DD Forms 258 (Fingerprint cards) to: Organizational Security Division (MDA/SISO); ATTN: Personnel Security, 7100 Defense Pentagon, Washington, D.C. 20301-7100.

\*Note: Contractor equivalent includes various background checks such as those performed by employers during hiring process, including local and state law enforcement and agency check, degree confirmation checks, previous employment checks, and other forms of employee screening commonly used by Defense Contractors to screen prospective employees. Contractor will document basis for favorable adjudication when contractor equivalent option is used.

d. Impact of 9/11/01. Listings and locations of critical infrastructure, lists of individuals, security systems, and other information that may allow terrorist to target a facility have taken on greater significance. This type information is now protected as FOUO or, in many cases, being classified.

3. Identification Markings.

a. An unclassified document containing BMDS Program-Related Information, if marked FOUO, will be marked "For Official Use Only", centered at the bottom, 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). For convenience, all pages, even those that do not contain FOUO information may be marked in documents generated by an automated system.

b. Individual pages within a classified document that contain both FOUO and classified information will be marked at the top and bottom with the highest security classification of information appearing on the page. Individual portions/paragraphs containing FOUO information but no classified information will be marked "FOUO".

c. Certain classified material on this contract may be downgraded to UNCLASSIFIED with a caveat to continue protection as For Official Use Only by the Declassification Authority. When classified material that is approved to be declassified to UNCLASSIFIED is used, extracted, reissued, transmitted and/or updated, it must be reviewed by MDA/SISX and MDA/DC for public release, foreign disclosure or continued protection as For Official Use Only.

**4. Transmission/Dissemination/Reproduction.**

a. Authorized contractors, consultants and grantees may transmit/disseminate BMDS Program-Related Information internally to each other and to DoD components and officials of DoD components who have a legitimate need for the information in connection with this contract. The following general guidelines apply:

(1) External electronic transmission of designated Unclassified BMDS PRI (voice, facsimile, and data) shall be only over secure communications circuits approved for transmission of information. Non-secure communications circuits may transmit designated Unclassified BMDS PRI only when secure communications circuits are not readily available to satisfy urgent mission requirements. Encryption of e-mail to satisfy this requirement with a DoD activity shall be accomplished by use of DoD approved Public Key Infrastructure Certification available from <http://iase.disa.mil/pki/eca/ieccavendors.html>. The following additional guidance applies:

(a) Transmitting Government FOUO information to or from a Government computer, encryption must be via DoD approved PKI certificate. This would include contract deliverables.

(b) Transmitting Government FOUO information between contractor computers, PGP or equivalent, is acceptable.

(c) Transmitting contractor information (competition sensitive, company proprietary, etc.) to a Government computer, the contractor is free to use whatever encryption they are comfortable with, including WinZip (V8.0 or 8.1 is recommended) password protection.

(2) BMDS Program-Related and PA information should be transmitted over secure facsimile equipment. If not available contractors shall use the following means of transmission when secure facsimile is not available:

(a) Hand-carry.

(b) U.S. Postal service.

(c) Overnight express mail services (NOTE: ONLY FEDEX OR U.S. OVERNIGHT EXPRESS MAIL MAY BE USED FOR CLASSIFIED).

(3) BMDS Program-Related Information may be transmitted, processed and stored internally on Automated Information Systems (AIS), electronic mail and other similar systems 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 will not use general, broadcast or universal mail addresses to distribute BMDS Program-Related and PA information. Discretionary access control measures may be used to preclude access to BMDS Program-Related files by users who are authorized system users but who are not authorized access to BMDS Program-Related and PA information. External transmission of BMDS Program-Related and PA information should be secured using NIST-validated or NSA-endorsed encryption. Contractors shall use the following means of transmission when authorized encryption is not available:

(a) Hand-carry.

(b) U.S. Postal service.

(c) Overnight express mail services (NOTE: THE ONLY APPROVED MAIL SERVICES ARE FEDEX OR U.S. OVERNIGHT EXPRESS MAIL FOR THE TRANSMITTING OF CLASSIFIED INFORMATION).

(4) Internet should be equated with "Public Access". Information must be reviewed and officially approved for public release before placing on electronic systems.

(5) BMDS Program-Related Information may be sent via US Postal Service or commercial carrier as long as the shipping package is not marked as containing BMDS Program-Related material.

(6) Reproduction of BMDS Program-Related and PA information may be accomplished on unclassified copiers or within designated government or contractor reproduction areas.

5. Storage. During working hours, BMDS Program-Related and PA information shall be used 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, BMDS Program-Related material 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.

6. Disposition.

a. When no longer needed, BMDS program-related information will be disposed of as classified waste in facilities that have that capability. Other controlled destruction methods that prevent reconstruction of the information may be used provided that (a) the information remains in a controlled environment and (b) it is destroyed by pulping or shredding. The minimum acceptable standard for shredders is:

(1) A maximum width of 1/2" x a maximum length of 3/4" shredding for a cross-cut shredder,  
or

(2) A maximum width of 1/3" for a strip shredder (tearing/cutting).

b. Removing the FOUO or BMDS Program-Related status can only be accomplished by the government originator. The MDA COR/COTR will review and/or coordinate with proper authority the removal of FOUO or BMDS Program-Related status for information in support of contract activity.

7. Unauthorized Disclosure. Government and contractor personnel must act to protect BMDS Program-Related and PA information under their control from unauthorized disclosure. Information taken from open sources to accomplish an MDA tasking becomes BMDS Program-Related and loses its status as open source if associated with an MDA activity. Government and contractor organizations must inform the COR and MDA/SIS of any unauthorized disclosures of BMDS Program-Related and PA information in support of this contract. Unauthorized disclosure does not constitute a reportable security violation. However, the responsible organization should investigate and, when substantiated, take appropriate disciplinary action. Unauthorized disclosure of information containing Privacy Act information may result in civil or criminal sanctions."

MDA/SI Memorandum, Subject: Change to Classification Markings, dated Oct 17, 2003



DEPARTMENT OF DEFENSE  
MISSILE DEFENSE AGENCY  
7100 DEFENSE PENTAGON  
WASHINGTON, DC 20301-7100

SI

OCT 17 2003

MEMORANDUM FOR: SEE DISTRIBUTION

SUBJECT: Change to Classification Markings

Effective September 22, 2003, the "X" series codes within classification markings (Example: Declassify On: X3) will no longer be authorized. A recent amendment to Executive Order 12958, Classified National Security Information, has removed the provision for exempting certain classified information from automatic declassification at 10 years of age. To comply with this Order, we must make the following changes to markings on MDA information:

a. In place of the "X" codes, the date 25 years after the original classification decision must be indicated to establish declassification. The date of the classification decision will be determined using the following criteria:

- (1) For documents or materials deriving classification from a security classification guide (SCG), whether the topic is specific or general, the effective date of the guide will be the basis for determining 25 years of age.
- (2) For documents or materials classified by an original decision where an SCG does not apply, the date of the official record that documents the decision will be the basis for determining 25 years of age.
- (3) For documents or materials deriving classification from multiple sources, the date of the most recent source cited will be the basis for determining 25 years of age.
- (4) In situations where the above instructions cannot be applied, the date of the document or the item itself will be the basis for determining 25 years of age.

b. Changes to markings on existing documents and materials will be accomplished on an "as needed" basis, but must be done the next time the item is handled or reviewed. All new classified information will reflect the appropriate date for declassification.

c. Current SCGs will be updated by attaching this memorandum to the guide. Subsequent changes to SCGs will include instructions for determining the appropriate declassification date for topic areas.

d. The examples in the attachment illustrate how to determine the appropriate declassification date in various situations. For further details on the changes within the amendment to the Executive Order, please view the following National Archives website: [www.archives.gov/isoo](http://www.archives.gov/isoo). This change to marking requirements will be included in all MDA security education and training.

Please assure distribution of this correspondence to all subordinate activities for the widest possible dissemination. The points of contact for this matter are Mr. Tim Kelley, (703) 614-8742 or Mr. Kevan Gum, (703) 697-8720, MDA Information Safeguards.



RONALD T. KADISH  
Lieutenant General, USAF  
Director

Attachment:  
As stated

cc:  
DTIC  
DARPA  
SMDC-IN-S  
WHS (DFOISR)

**DISTRIBUTION:**

DB  
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### Guide to Determining Declassification Date Markings

The following guidance is provided to assist holders of classified information in determining the appropriate declassification date when marking MDA documents, other media and hardware items. All examples are fictitious and are for illustration only. Questions on classification markings should be referred to MDA/SISX – Information Safeguards, Mr. Tim Kelley (703) 614-8742 or Mr. Kevan Gum, (703) 697-8720.

**Example 1 – Documents or materials deriving classification from a security classification guide (SCG):**

MDA issued an SCG on the A-99 system with an effective date of October 1, 2002. The guide states: The A-99 system is blue in color and this information is classified “Secret” and has a “Declassify On” marking of “X3.”

An existing classified document that was dated November 21, 2002 on this subject and derives its classification from the A-99 SCG, will now have its “X3” marking crossed out and in its place, the date of October 1, 2027, which is 25 years after the effective date of the guide, will be entered on the document as the declassification date in the “Declassify On” marking. This change to the markings will be accomplished the next time the document is handled in the course of day-to-day business.

**Example 2 – Documents or materials classified by an original decision where an SCG does not apply.**

On December 3, 2002, the Director, MDA determined that a new operational procedure for test launches was classified as “Secret.” Two days later, the original classification decision was documented in a memorandum dated December 5, 2002 and received the “Declassify On” marking of “X3.”

The next time this classified document is handled, it should have the “X3” code crossed out and in its place insert the date of December 5, 2027, which is 25 years after the date of the documented decision. This date will be entered as the “Declassify On” marking. Should this operational procedure later be incorporated into an SCG, then all subsequent documents or other media on the subject will receive their “Declassify On” dates based upon the effective date of the guide.

**Example 3 – Documents and materials deriving classification from multiple sources.**

An MDA document, dated February 17, 2003 was classified "Secret" based upon multiple sources that were cited in the classification markings section on the cover page. Two sources were indicated: source #1 was dated June 23, 2002, and source #2 was dated August 12, 2002. The "Declassify On" marking was "X4."

In this case, the next time the document is obtained from the secure files, the "X4" code will be crossed out and the date August 12, 2027, which is 25 years after the most recent source cited, will be entered into the "Declassify On" marking.

**Example 4 – Documents and materials to which none of the above instructions apply.**

In this final example, an MDA document that was classified "Secret" with a "Declassify On" marking of "X3" was dated May 18, 2003. A thorough search of the Agency's records has revealed that the classification of the information was not based upon an SCG or upon cited multiple sources. Also, a dated document recording the original classification decision could not be located. A review of the information determined, however, that it still meets the standards for continued classification.

Lacking any other means of reasonably determining the date of the original classification decision, the holder of the document will base declassification upon the date of the document itself. The individual handling the document will cross out the "X3" code and insert in its place the date May 18, 2028, which is 25 years after the date of the document.

(b)(6) [redacted] **CTR MDA/DS**

(b)(6) **From:** [redacted] CTR MDA/DAC  
(b)(6) **Sent:** Tuesday, February 06, 2007 1:17 PM  
(b)(6) **To:** [redacted] CTR MDA/DS  
**Subject:** HQ0006-04-F-0026 SRS FOIA

After contract review and research, it was found that there was never an Attachment #4 completed for this contract.

(b)(6) [redacted]  
Contract Specialist  
CACI Support Contractor  
Missile Defense Agency

(b)(6) **PH:** [redacted]  
**FAX:** [redacted]

000075

## AWARD TERM PLAN

### 1.0 INTRODUCTION

This Award Term Plan (hereinafter referred to as the "Plan") serves as the charter which will be used to evaluate the contractor's performance of work required by this contract and to determine whether the performance award term (hereinafter referred to as the "award term option" or "term") will be granted. MDA requires top-level performance to meet program requirements. Hence, this performance plan is designed to provide an additional incentive to the contractor for outstanding quality performance that will benefit MDA.

The intent of this plan is to establish procedures for the evaluation of contractor performance by furnishing guidelines and procedures for: (1) evaluating the contractor's performance during evaluation periods as referenced in paragraph 6.2 and the order; and (2) furnishing sufficient data to enable the Award Term Approving Official to determine whether the award term will be granted.

### 2.0 GENERAL

Through this plan, MDA seeks to provide additional incentives for the contractor to perform at a level MDA considers better than satisfactory. The award term will only be exercised if overall performance is evaluated at a level greater than satisfactory in meeting contractual requirements. The factors for this determination are set forth in paragraph 6.1.

### 3.0 PURPOSE

This plan and the specific contract provisions shall serve as a guide to MDA personnel directly involved in the evaluations of contractor performance.

### 4.0 OBJECTIVES

The objective of this performance award term feature is to incentivize contractor performance in the areas delineated in paragraph 6.1. Therefore, the contractor should emphasize these areas in its performance of this contract.

### 5.0 PERFORMANCE AWARD TERM REVIEW TEAM

#### 5.1 Organization

The organization of the Team is described in the following paragraphs.

**5.1.1 Award Term Approving Official.** The Award Term Approving Official is a MDA Deputy, Director of the organization requiring the contractor support. The Deputy or Director may appoint another individual to perform this function for their organization.

**5.1.2 Performance Award Term Review Team.** The Award Term Approving Official will appoint a Team to assist in evaluating the contractor's performance. If warranted by the size or complexity of the contract, the Award Term Approving Official may appoint a Chairman to the Team or the Award Term Approving Official may serve as the Chairman. The team members will ensure a fair and accurate assessment of the contractor's performance for the period being evaluated. The Team Chairman may also use non-voting advisors as necessary.

#### 5.2 Duties of the Team.

The duties of the Team are as follows:

**5.2.1** Implement the plan and propose timely modifications to the Plan if required, throughout the period of contract performance.

5.2.2 Evaluate contractor performance for each performance evaluation period.

5.2.3 Prepare and submit to the Award Term Approving Official a written evaluation of the contractor's performance.

### 5.3 Responsibilities.

5.3.1 **Award Term Approving Official.** Approves the award term plan and the evaluation factors and scoring methodology. Approves the composition of the Team. Determines the contractor performance rating and whether the award term period will be granted based on the factors of the plan. Advises the contractor in writing of annual evaluation results and award term decision and documents the basis for the decision.

5.3.2 **Team Chairman.** Structures the Team membership to provide representation that reflects all appropriate aspects of contract performance and provides membership to adequately assess contractor performance for the period being evaluated. Conducts the evaluation under this plan. Schedules Team meetings and serves as a recorder at these meetings. Leads the team in developing a consensus evaluation and in resolving significant differences in ratings. Provides brief summary documentation for the Award Term Approving Official. May provide feedback to the contractor in order to focus the contractor on areas that would lead to improved performance in subsequent periods.

5.3.3 **Performance Award Term Review Team.** Monitors and evaluates contractor performance for the period under consideration, utilizing the factors set forth in the plan. Makes written evaluations, completes the evaluation worksheets (Award Term Evaluation Form- see attachment) and formulates award term recommendations. Briefs the Award Term Approving Official on evaluations, when requested, and provides supporting data/documentation to support the assessment of performance. Prepares the evaluation report and accompanying narrative justification. Identifies potential improvement areas and areas of emphasis for the next succeeding evaluation period to the Team Chairman for later contractor debriefing.

5.3.4 **Contracting Officer.** Prepares and distributes contract modifications awarding the term authorized by the Award Term Approving Official. Maintains term documentation as part of the official order file. Retains historical files and other documentation relating to term matters for the contract.

## 6.0 PERFORMANCE EVALUATION AND FACTORS

MDA shall evaluate the contractor's performance in achieving contract requirements for the term periods using the evaluation factors below (as applicable). MDA may notify the contractor of areas where emphasis should be placed for an upcoming period.

### 6.1 Evaluation Factors and Scoring

The contractor's performance will be evaluated on the basis of factors with subjective rating criteria. (The following evaluation factors and rating criteria are an example and may be used with most orders—award term approving officials may tailor and add as applicable). An evaluation rating of "excellent" and "outstanding" shall only be given when the contractor's performance exceeds satisfactory:

#### RESPONSIVENESS

**Outstanding:** Totally responsive, flexible, and proactive to changes in direction and adapting resources to successfully deal with the changes. Project organization consistently assures on time or early responses to all deadlines. No adverse effect on productivity, performance or delivery.

**Excellent:** Very responsive and flexible to changes in direction and adapting resources to successfully deal with the changes. Project organization assures on time responses to short fuse deadlines in almost all cases. Rarely is there an adverse effect on productivity, performance or delivery.

**Satisfactory:** Met contract requirements. Adjusts easily to changes on many occasions. Little adverse effect on productivity, performance, or delivery.

**Marginal:** Meets contract requirements, generally. Occasional delays or difficulty in meeting suspenses. Overall responsiveness could be improved.

**Unsatisfactory:** Does not meet contract requirements.

#### **COMPLIANCE WITH MILESTONES/DELIVERABLES**

**Outstanding:** Impeccable record in meeting milestone/due dates, all of which are completed early, unless otherwise directed by MDA.

**Excellent:** Exemplary record in meeting milestone/due dates, many of which are completed early.

**Satisfactory:** Met requirements. Schedule problems are usually identified in time for corrective action; milestones/due dates are almost always achieved and instances where they are not are of minor impact.

**Marginal:** Meets contract requirements generally, but some work may be late or need to be redone.

**Unsatisfactory:** Does not meet contract requirements.

#### **CONTRACT MANAGEMENT, REPORTING, AND SUPERVISION OF RESOURCES**

**Outstanding:** Provides extraordinarily motivated, competent, and professional personnel. Positive attitudes. Strong teamwork. Personnel need virtually no supervision and are highly proficient in their work. The contractor anticipates and plans for problem areas. Minimal personnel turnover. Resources are replaced, when necessary, without impacting workload or mission activities. Exceptionally formatted and complete reports are submitted in a timely and accurate manner. Team leads under a BPA team assemble a highly organized and successful team in which the members provide MDA with all needed skills and the members demonstrate strong skills and teamwork.

**Excellent:** Highly talented workforce that displays high motivation and successful teamwork. Personnel are competent and training is provided to upgrade or improve skills. Reports are of high quality and completeness. Efficient recruitment and personnel management. Supervision ensures quality performance, teamwork, and work efficiency.

**Satisfactory:** Met requirements. Communicative and capable management. Oversees activities in a very competent and professional manner. Direction of subcontractors or consultants meets and in some instances exceeds all requirements of the contract. Reports are thorough, accurate, self-explanatory and meet MDA expectations.

**Marginal:** Meets contract requirement generally, but occasional delays or mission impact occurs due to lack of communication, proficiency, high turnover, delays in replacing personnel or lack of supervision. Reports do not always meet expectations.

**Unsatisfactory:** Does not meet contract requirements.

#### **QUALITY**

**Outstanding:** Deliverables, products, services and other performance output almost always significantly exceed MDA needs and expectations. Quality consistently exceeds an acceptable level, in a way that is of great importance to MDA. Contractor is extremely dependable, work/products almost always exceed contract requirements or specifications. Contractor never delivers inaccurate or unsatisfactory goods or services, contractor demonstrates very high level of dedication and ability. Provides innovative solutions.

**Excellent:** Deliverables, products, services and other performance output consistently exceed MDA needs or expectations. Quality exceeds an acceptable level to a significant degree, contractor is highly dependable, work/products frequently exceed contract requirements or specifications. Contractor never delivers inaccurate or unsatisfactory goods or services. Highly professional products.

**Satisfactory:** Met requirements. Deliverables, products, services or other performance output meet and sometimes exceed MDA needs and expectations, quality is above an acceptable level, output is very dependable, work is completed according to contract requirements and specifications and sometimes exceeds it. Output contains few, if any, non-conformances. Areas of inaccurate work or unsatisfactory results are minor and do not have a significant adverse impact on MDA mission.

**Marginal:** Meets contract requirements generally, but some lack the professional work that MDA expects

**Unsatisfactory:** Does not meet contract requirements.

#### **COMMITMENT TO SMALL BUSINESS/DISADVANTAGED BUSINESS PROGRAMS:**

**Outstanding:** Exceeded all proposed and planned commitments

**Excellent:** Exceeded some proposed and planned commitments and achieved those that were not exceeded.

**Satisfactory:** Met all commitments or did not meet some planned commitments but demonstrated acceptable efforts to support small business programs

**Marginal:** Met some commitments but did not demonstrate adequate efforts to achieve all planned commitments

**Unsatisfactory:** Did not meet any commitments and failed to show adequate efforts to meet the planned commitments

**COST MANAGEMENT (APPLICABLE TO LABOR HOUR AND TIME AND MATERIAL ORDERS/CLINS) AND LABOR HOUR EFFICIENCY**

**Outstanding:** Cost controls are highly effective and consistently result in considerable savings. Costs are always below estimates and there are no cost overruns unless directed by MDA due to factors beyond contractor control.

**Labor Hour** variances by labor category show exceptional management of labor mix and delivery of agreed skill sets. Variances are explained in a manner that shows benefit to the Government. Price requests for award term and option years are submitted with extremely clear documentation.

**Excellent:** Cost controls are highly effective and result in considerable savings on occasion. Costs are usually below estimates and there are no cost overruns unless directed by MDA due to factors beyond contractor control.

**Labor hour** variances by labor category show effective management of labor mix and delivery of hours. Variances are effectively managed and explained. Documentation for pricing in award term and option years, if applicable, are submitted without errors or omissions.

**Satisfactory:** Costs are in accordance with estimates and there are no cost overruns, unless directed by MDA due to factors beyond contractor control. There are initiatives and tools in place to facilitate cost control. **Labor hour** variances show delivery of labor hours and skill sets in accordance with the agreed labor, qualifications and rates matrix. Documentation for pricing in award term and option years, if applicable, adequately supports the request(s) without requests for clarification and follow-up.

**Marginal:** Meets contract requirements, generally but it appears some projects could have been performed more efficiently with fewer labor hours or lower scaled labor categories

**Labor hour** variances include many negative variances that are inadequately explained and that show a considerable lack of control of labor mix or neglect in meeting the requirements of the agreed labor, qualification, and rates matrix.

**Unsatisfactory:** Does not meet contract requirements.

**6.2. Scoring for Award Term Eligibility:**

To be eligible for the award term entitlement, the evaluation team's consensus scoring as discussed in Step 2 of Para 7 shall result in a score of excellent or higher in 4 of the 6 evaluation factors. This eligibility score may be raised after the basic year in recognition that efforts to start and transition into the contract may result in a lower score in the first year. If any individual factor is scored Marginal or lower, the contractor will not be eligible for the award term.

(If more evaluation factors are added in future periods, the plan will be revised accordingly- the contractor must earn higher than satisfactory scores on the majority of evaluation factors).

**6.3 Performance Evaluation Periods**

Evaluation areas for each performance evaluation period, as identified in paragraph 6.1 of this plan, will be reviewed for annual performance evaluations. Performance reviews will be held in accordance with the schedule at the clause of the contract entitled "Award Term."

**7.0 PROCEDURES**

**7.1 Step-by-Step Procedures for Award Term Evaluation Periods**

**Step 1.** Team members shall individually initiate their evaluation worksheets (Award Term Evaluation Form) within 5 calendar days after the end of each evaluation period. Informational sessions will be conducted at the end of the base year and again at the end of the Option Contract Year 2. The first official evaluation for eligibility will be conducted at the end of Option Contract Year 3. Evaluations will be completed in 10 calendar days and

completed worksheets will be submitted to the Team Chairman (if one is appointed) or Award Term Approving Official. Team members shall be prepared to brief their evaluations to the Chairman if necessary.

**Step 2.** The Team will develop a consensus evaluation of contractor performance in the appropriate areas for the period, using the factors set forth in the plan. The Team shall review all evaluation material along with supporting documentation and may call additional technical and management advisors to provide supporting information as required. Recommendations of the Team, together with supporting justifications, shall be presented to the Award Term Approving Official for final decision on the contractor performance rating. Evaluation activities need to be completed at a point earlier than 90 calendar days after the end of each period being evaluated in order for the evaluation decision to be made and announced no later than 90 days after the period being evaluated.

**Step 3.** No later than 10 calendar days after the Award Term Approving Official receives the Team's recommendations, the Award Term Approving Official shall make a determination of the contractor's evaluation rating for the period. A brief summary narrative report highlighting contractor strengths and weaknesses shall be prepared. The announcement of Award Term Approving Official's decision will be made no later than 90 days after the end of each period being evaluated as indicated in Step 4.

**Step 4.** The Contracting Officer shall provide the Award Term Approving Official notice or announcement to the contractor of the evaluation rating assigned. The notice shall be forwarded to the contractor not later 90 days after the end of the applicable evaluation period and the modification adding the award term entitlement will follow as soon as practicable following the notification.

**Step 5.** If the contractor requests a price adjustment in accordance with the Performance Award Term Clause, the Contracting Officer will negotiate the adjustment and issue a bilateral modification to the order with the new prices prior to commencement of work under the award term. The Contracting Officer will coordinate with the requirements office to ensure funds are planned to cover the price adjustment in the award term period.

**Step 6.** Prior to commencement of work under an award term period, the Contracting Officer will issue a modification to the order citing funds for the award term that reflect any price adjustment negotiated with the contractor pursuant to the Performance Award Term Clause.

In addition to the award term evaluations, the Award Term Approving Official will also consider, when making the award term decision, the annual Contractor Performance Assessment Report (CPARS) that was completed or is in the process of being completed on the contractor. Any inconsistencies between the award term evaluation and the CPARS shall be addressed in the Award Term Approving Official's narrative report and decision regarding the award term.



**ATTACHMENT—SAMPLE CONTRACTOR  
AWARD TERM EVALUATION FORM**

<b>Order N°</b>	
<b>PREPARED BY:</b>	<b>Value of Order:</b>
	<b>Estimated Labor Hours (if applicable)</b>

**PERFORMANCE PERIOD BEING EVALUATED:**

<b>Award Term Scores</b>					
<b>EVALUATION FACTORS<sup>3</sup></b>	<b>OUTSTANDING Purple</b>	<b>EXCELLENT Blue</b>	<b>SAT Green</b>	<b>MARGINAL Yellow</b>	<b>UNSATISFACTORY Red</b>
<b>RESPONSIVENESS</b>					
<b>MILESTONES/ DELIVERABLES</b>					
<b>MANAGEMENT OF RESOURCES, REPORTING, AND SUPERVISION</b>					
<b>QUALITY-OF WORK</b>					
<b>SMALL BUSINESS /DISADVANTAGED BUSINESS COMMITMENT</b>					
<b>MANAGEMENT OF COSTS IN LABOR HOURS OR REIMBURSABLE CHARGES</b>					

**\*COMMENTS (Explain how outstanding and excellent rating benefit MDA)**

**Signature of Evaluator**

**Date**

**RESPONSIVENESS**

- Outstanding:** Totally responsive, flexible, and proactive to changes in direction and adapting resources to successfully deal with the changes. Project organization consistently assures on time or early responses to all deadlines. No adverse effect on productivity, performance or delivery.
- Excellent:** Very responsive and flexible to changes in direction and adapting resources to successfully deal with the changes. Project organization assures on time responses to short fuse deadlines in almost all cases. Rarely is there an adverse effect on productivity, performance or delivery.
- Satisfactory:** Met contract requirements. Adjusts easily to changes on many occasions. Little adverse effect on productivity, performance, or delivery.
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- Unsatisfactory:** Does not meet contract requirements.

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- Marginal:** Meets contract requirements, generally but it appears some projects could have been performed more efficiently with fewer labor hours or lower scaled labor categories. **Labor hour** variances include many negative variances that are inadequately explained and that show a considerable lack of control of labor mix or neglect in meeting the requirements of the agreed labor, qualification, and rates matrix.
- Unsatisfactory:** Does not meet contract requirements

Labor Mix, Qualifications and Rates Matrix

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Labor Mix, Qualifications and Rates Matrix



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Labor Mix, Qualifications and Rates Matrix

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**GOVERNMENT FURNISHED INFORMATION/GOVERNMENT FURNISHED EQUIPMENT AND  
OTHER DIRECT COST LIMITATIONS**

GOVERNMENT FURNISHED INFORMATION

1. Access to PPBS Information: **Yes**
2. Access to information of other contractors: **Yes**

GOVERNMENT FURNISHED EQUIPMENT

1. Number of On Site Work Stations (including Computers): 15
2. GFE: **No**

OTHER DIRECT COSTS

NTE: \$65,000.00 under CLIN 0002 and respective CLINs for each option year.

## 1. Non-Local Travel

<u>Anticipated Destination</u>	<u>Anticipated Frequency</u>
Huntsville, AL	4 trips per year
Los Angeles, CA (various sites)	4 trips per year
Andover, MA	3 trips per year
Phoenix, AZ	3 trips per year
Tucson, AZ	2 trips per year
Reagan Test Facility, Kwajalein	3 trips per year
Vandenberg, CA (VAFB)	2 trips per year
PMRF, HI	4 trips per year
Sacramento, CA	4 trips per year
Ft. Grealy, AK	3 trips per year

2. Other Costs: As authorized by the COR.

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**Management Plan**



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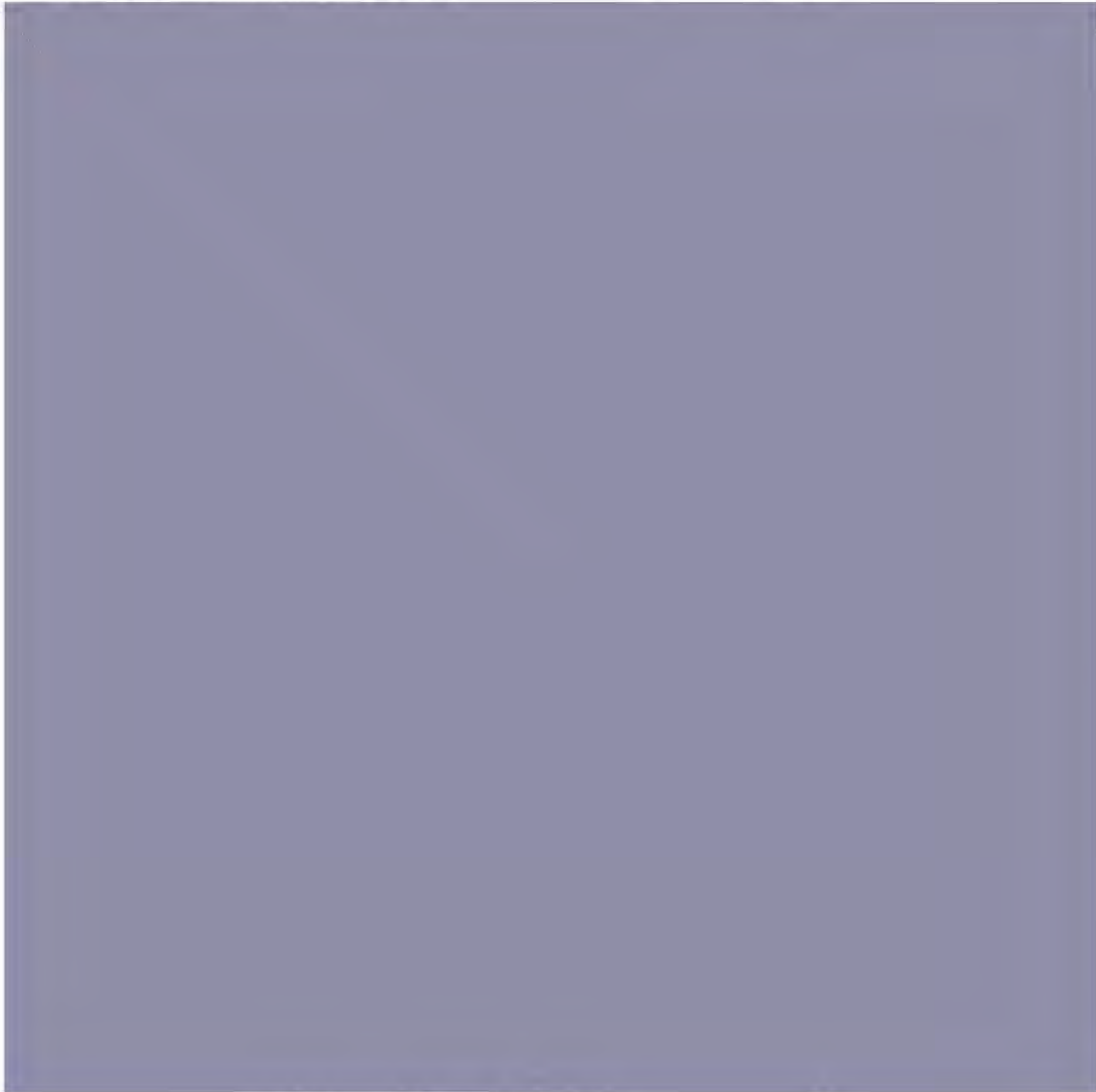
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Attachment 8  
HQ0006-04-F-0026

Safety and Quality Assurance Support Services To MDA/QS

Part 2-4



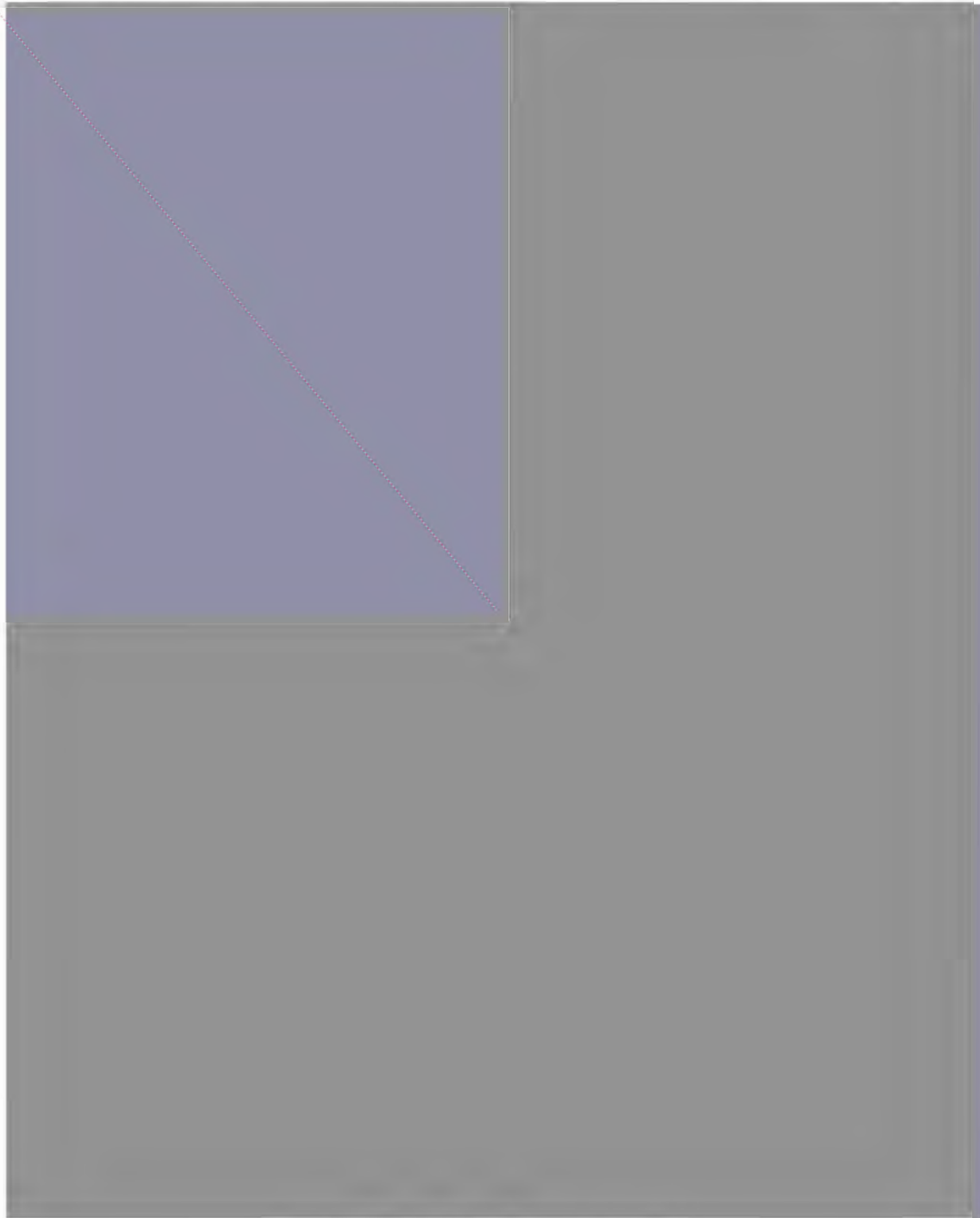
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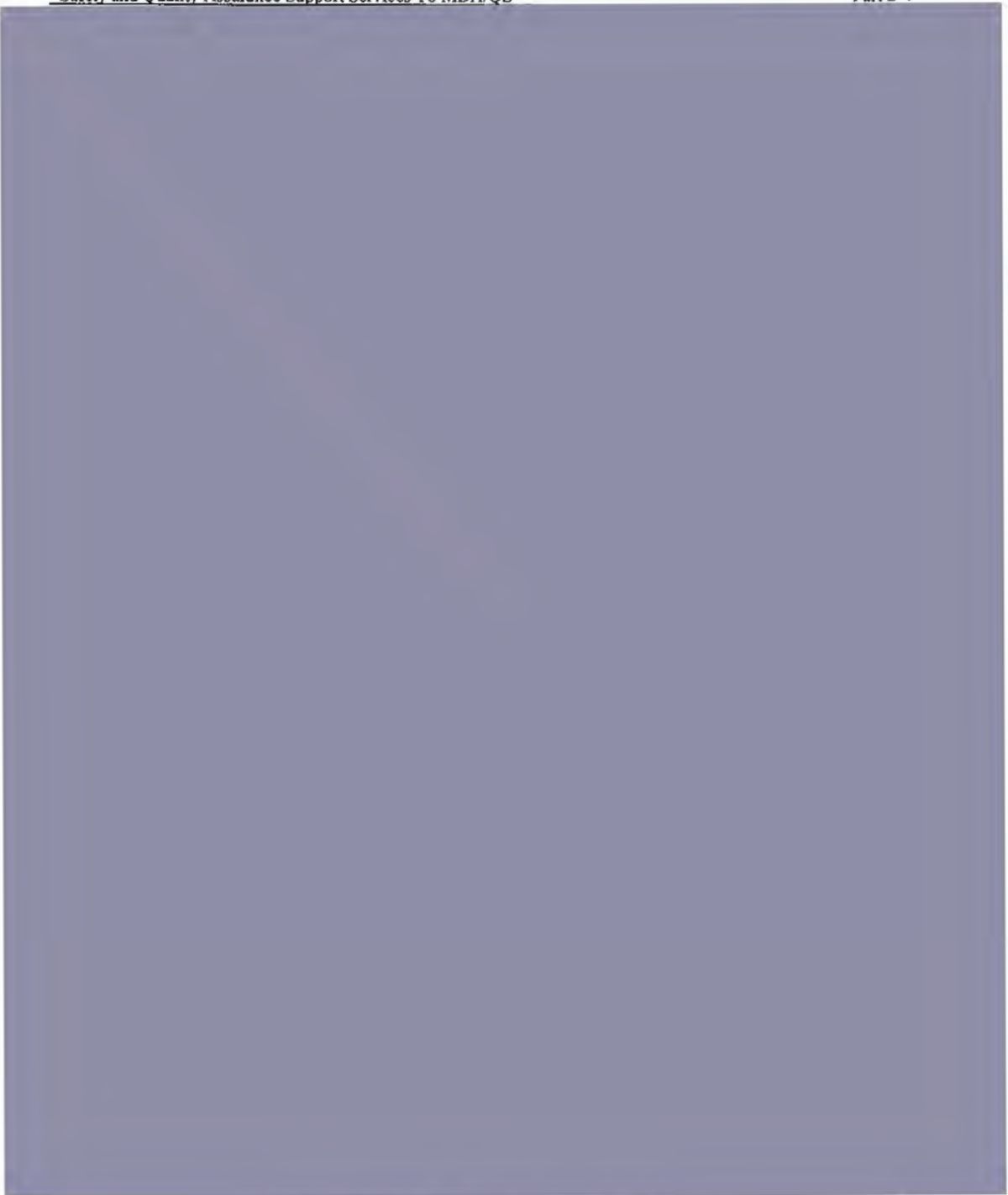
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Safety and Quality Assurance Support Services To MDA/QS

Part 2-4



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Safety and Quality Assurance Support Services To MDA/QS

Part 2-4



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