OMB Approval 2700-0

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ▶

RATING: DX-C9

PAGE 1 OF PAGES 26

2. CONTRACT (Proc. Inst. Ident.) NO.: **HQ0006-03-C-0003**

3. EFFECTIVE DATE: 18 OCT 2002

5. ISSUED BY — CODE HQ0006

MISSILE DEFENSE AGENCY (MDA)
7100 DEFENSE PENTAGON
WASHINGTON DC 20301-7100
ATTN: M Lesser, (703) 604 -4242

6. ADMINISTERED BY (If other than Item 6) — CODE S2404A

DCMC BALTIMORE-MANASSAS
10500 BATTLEVIEW PARKWAY
SUITE 200
MANASSAS, VA 20109

7. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state and ZIP Code)

COMPUTER SCIENCES CORPORATION
FED SECTOR-DEFENSE GROUP
1901 NORTH MOORE STREET, SUITE 750
ARLINGTON, VA 22209

CODE 52939 — FACILITY CODE

8. DELIVERY: ☐ FOB ORIGIN ☒ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN — ITEM: Section G

11. SHIP TO/MARK FOR — CODE

SEE SCHEDULE

12. PAYMENT WILL BE MADE BY — CODE H00338

DFAS – SOUTH ENTITLEMENT OPERATIONS
P.O. BOX 182264
COLUMBUS, OH 43218-2264

13. AUTHORITY FOR USING OTHER FULL AND OPEN COMPETITION:
X 10 U.S.C. 2304(c)(1) ☐ 41 U.S.C. 253(c)( )

14. ACCOUNTING AND APPROPRIATION DATA: See Section G

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
0001	SETA Support to GMD JPO (See Schedule)	[redacted]	DPLH	NA	$179,184,611
0002	CDRL 1423-1 Exhibit A	NA	Lot	NA	NA
			15G. TOTAL AMOUNT OF CONTRACT ▶		$179,184,611

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return 3 copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. *(Attachments are listed herein.)*

18. ☐ AWARD *(Contractor is not required to sign this document.)* Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER *(Type or print)*: Paul Theroy contracts Manager

20A. NAME OF CONTRACTING OFFICER

19B. NAME OF CONTRACTOR: [signature] *(Signature of person authorized to sign)*

19C. DATE SIGNED: 10 15 02

20B. UNITED STATES OF AMERICA — BY [signature] *(Signature of Contracting Officer)*

20C. DATE SIGNED: 21 OCT 2002

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001			Labor Hours		

CPAF

Scientific and Engineering Technical Assistance (SETA) support to the Ground-Based Midcourse Defense (GMD) Joint Program Office (JPO) in accordance with (IAW) the Statement of Work (SOW) (Attachment 1).

(b)(

ESTIMATED COST	
FIXED FEE	
SUBTOTAL EST COST + FIXED	
MAX AWARD FEE	
TOTAL EST COST + FEE	$179,184,611.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Lot		NSP

CPAF

Provide Data and reports for Contract Line Item Number (CLIN) 0001 and 0101 IAW the Contract Data Requirements List (CDRL), DD Form 1423-1 (Exhibit A). Not Separately Priced.

ESTIMATED COST	
FIXED FEE	
SUBTOTAL EST COST + FIXED	
MAX AWARD FEE	
TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101		[redacted]	Labor Hours		
OPTION					
	CPAF SETA support to the GMD JPO IAW the SOW (Attachment 1).				

(b)(

ESTIMATED COST	[redacted]
FIXED FEE	
SUBTOTAL EST COST + FIXED	
MAX AWARD FEE	
TOTAL EST COST + FEE	$92,925,763.00

SUPPLIES OR SERVICES & PRICES
CLAUSES INCORPORATED BY FULL TEXT

ESTIMATED COST AND FIXED FEE/AWARD FEE

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

(b)(

Estimated Cost:	[redacted]
Fixed Fee:	
Maximum Potential Award Fee	
Estimated Cost And Fee:	$ 272,110,374.00

B-3 CONTRACT TYPE

This is a Cost-Plus-Fixed -Fee (with an award fee feature), level-of-effort, term contract with and twenty four month base period and a twelve month option as specified in paragraph B-1.

B-4 PAYMENT OF FIXED FEE (ORDERING)

The Government will make payments to the Contractor when requested as work progresses in accordance with Federal Acquisition Regulation (FAR) 52.216-7, "Allowable Cost and Payment". Each invoice shall include a statement by the Contractor as to the cumulative percentage of Direct Productive Labor Hours (DPLHs) performed and the cumulative percentage of fee invoiced. Each invoice shall contain a statement by the Contractor as to the cumulative percentage of work performed. Fee shall be payable, subject to other provisions of FAR 52.216-8, "Fixed Fee," in amounts commensurate with the number of hours performed based on [redacted] per hour for CLIN 0001 and [redacted] per hour for CLIN 0101. In no case shall the cumulative amount of the fee invoiced, when expressed as a percentage of the total fixed fee for the applicable CLIN, exceed the cumulative percentage of DPLHs performed for that CLIN (as verified by the GMD JPO Contract Officer's Representative (COR) at the end of the billing period). The fixed fee shall be automatically adjusted and shall be reduced in proportion to the number of DPLHs actually delivered.

PAYMENT OF PERFORMANCE AWARD FEE

In addition to the fixed fee paid for delivery of the level of effort ordered by the Government, the contract provides for the payment of an additional award fee based on the quality of the Contractor's performance. A performance award fee will only be earned for performance that is at a level greater than satisfactory in meeting contractual requirements. The award amount for the base contract and each option will be divided into fee pools for evaluation and payment of the award fee over consecutive six-month evaluation periods as described below.

a. An award fee amount of [redacted] is established for the base contract. The evaluation periods, fee pools, and funds obligated against this contract for payment of the performance award fee for the base period (fee earned) will be recorded in this section as follows:

PERIOD	END DATE	FEE POOL	FEE EARNED	CUMULATIVE
1	16 APR 03	[redacted]		
2	16 OCT 03			
3	16 APR 04			
4	16 OCT 04			

(b)(4)

b. The award fee amount for each option period, if exercised, is [redacted]. The evaluation periods, fee pools, and funds obligated against this contract for payment of the performance award fee for the option periods (fee earned) will be recorded in this section as follows:

OPTION #1:

PERIOD	END DATE	FEE POOL	FEE EARNED	CUMULATIVE
5	16 APR 05	[redacted]		
6	16 OCT 05			

c. The award fee pool for Period 1 will be [redacted] but the Government reserves the right to adjust successive award fee pools based on the planned effort for each period. However, the full award fee amount for the base and each option will be made available over the period of performance of the base and each option exercised.

d. The performance award fee will be determined in accordance with the Performance Award Fee Determination Plan (Attachment 2). The Contractor's performance will be periodically monitored by a Performance Award Fee Review Board (PAFRB) consisting of a Chairman and other designated members. The evaluation cycle will consist of two reviews per contract year. The PAFRB will review and assess the Contractor's performance against the defined evaluation criteria. The Contractor will be requested to provide the PAFRB with a self-assessment briefing on its performance and provide written documentation describing its performance for the period being evaluated. Upon conclusion of the evaluation and the Fee Determining Official's (FDO) decision, the Contractor will be notified by the FDO of the results of the performance evaluation and will be provided guidance for the subsequent performance period, if deemed required by the Government.

e. The Contractor may submit vouchers for the performance award fee immediately upon receipt of the contract modification recording the performance award fee earned at subparagraphs a. and b. of this section. Funds available in the award fee pool of any evaluation period that are not earned will not be carried forward to the next period.

f. In accordance with FAR subsection 16.405-2, the determination of the performance award fee for an evaluation period shall be made unilaterally by the Government.

Section C - Descriptions and Specifications

DESCRIPTIONS & SPECIFICATIONS

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C-1 SCOPE OF WORK

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

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-1 REPORTS AND OTHER DELIVERABLES

a. The Contractor shall submit all reports and other deliverables in accordance with the delivery schedule set forth in Section F, and the attached CDRL, DD Form 1423-1.

b. Reports delivered by the Contractor in the performance of the contract shall be considered Technical Data, as defined in DFARS 252.227-7013, "Rights in Technical Data -- Noncommercial Items."

c. Bulky reports shall be mailed by other than first-class mail unless the urgency of submission requires use of first-class mail. In this situation, one copy shall be mailed first-class and the remaining copies forwarded by less than first-class.

d. The following information shall be provided with all reports. However, if the report incorporates a MDA logo or letterhead, this information will be provided on a severable cover sheet and not on the same sheet of paper as the MDA logo or letterhead.

CONTRACT NUMBER	NAME OF CONTRACTOR
CONTRACT EXPIRATION DATE AND TOTAL DOLLAR VALUE	CONTRACTOR'S PROJECT DIRECTOR AND PHONE NUMBER
SHORT TITLE OF CONTRACT WORK	GOVERNMENT SPONSOR

e. All reports generated under this contract will contain the following disclaimer statement on the cover page:

The views, opinions, and findings contained in this report are those of the author(s) and should not be construed as an official Department of Defense position, policy, or decision, unless so designated by other official documentation.

f. Except as provided by the CDRL, DD Form 1423-1, Exhibit A, and the Contract Security Classification Specification, DD Form 254 (Attachment 3), the distribution of any contract report in any stage of development or completion is prohibited without the approval of the Contracting Officer.

D-2 PACKAGING AND MARKING OF TECHNICAL DATA

Technical data items shall be preserved, packaged, packed, and marked in accordance with the best commercial practices. Classified data shall be wrapped and marked in accordance with Attachment 3.

Section E - Inspection and Acceptance

E-1 INSPECTION AND ACCEPTANCE

Final inspection and acceptance of the work called for herein shall be by the COR at:

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

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0101	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	DEC 1991

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	SHIP TO ADDRESS
0001		Labor Hours	[redacted]	
0002		Lot		
0101		Labor Hours	[redacted]	

DELIVERIES OR PERFORMANCE

CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

F-1 DELIVERY SCHEDULE/PERIOD OF PERFORMANCE

a. The Contractor shall accomplish the work required by CLINs 0001 and 0002 for a period of twenty four months after the effective date of the contract.

b. In the event the Government exercises Option 1, in accordance with Special Provision TBD, "Exercise of Options," the Contractor shall accomplish the work required by CLINs 0101, and 0002 during the twelve month period commencing from the effective date of Option 1.

F-2 NOTICE REGARDING LATE DELIVERY

In the event the Contractor anticipates difficulty in complying with the contract delivery schedule, the Contractor shall immediately notify the Contracting Officer in writing, giving pertinent details, including the date by which it expects to make delivery; PROVIDED, however, that this data shall be informational only in character and that receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

ACCOUNTING AND APPROPRIATION DATA

AA: 9720400 2520 40603882C 2525 012123 BMDO0126831241
(b)(4 AMOUNT: [redacted]

CONTRACT ADMINISTRATION

G-1 CONTRACT ADMINISTRATION

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

G-2 IDENTIFICATION OF CORRESPONDENCE

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

G-3 TAXPAYER IDENTIFICATION NUMBER (TIN)

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

G-4 PATENT INFORMATION

Patent information, in accordance with FAR 52.227-12, "Patent Rights -- Retention by the Contractor (Long Form)," shall be forwarded through the Procuring Contracting Officer to:

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

G-5 SUBMISSION OF VOUCHERS

a. The Contractor's vouchers for costs incurred shall be submitted in quadruplicate to the cognizant DCAA office for review and provisional approval or directly to the paying office if DCAA .

b. Final payment shall be made in accordance with FAR 52.216-7, "Allowable Cost and Payment." The Contractor shall establish compliance with all terms of the contract by submitting a signed copy of the Material Inspection and Receiving Report (DD Form 250) or Letter of Transmittal, as applicable.

G-6 REMITTANCE ADDRESS

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

The following information is provided pursuant to FAR 52.232-33, "Electronic Funds Transfer Payment-Central Contractor Registration," Contract Section I:

Computer Sciences Corporation
First Union National Bank
1525 West W. T. Harris Blvd NC-0805
Charlottesville, NC 28262
(b)(4) ABA No. of Financial Institution: [redacted]
(b)(4) Contractor's Account No. at the Financial Institution: [redacted]

G-7 ALLOTMENT OF FUNDS

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

(b)(CLIN 0001: [redacted]
Estimated funds exhaustion date:

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

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H-1 TRAVEL AND TRAVEL COSTS

All travel must be approved in advance in writing by the COR using MDA Form 110, Attachment 4.

Any travel or associated travel costs appearing to be unreasonable, or reflective of an unfavorable trend, i.e. extended commuting for a duration of more than one month, may be challenged by the Contracting Officer. Accordingly, the Contractor may be required to submit additional information or cost-effectiveness analysis in accordance with contract clauses 52.242-1, Notice of Intent to Disallow Cost and FAR 52.216-7, Allowable Cost and Payment.

H-2 INSURANCE

The Contractor shall maintain the types of insurance and coverage listed below:

TYPES OF INSURANCE	MINIMUM AMOUNT
Workmen's Compensation and all occupational disease	As required by State law

Employer's Liability including all occupational disease when not covered by Workmen's Compensation above	$100,000 per accident
General Liability (Comprehensive) Bodily Injury per occurrence	$500,000
Automobile Liability (Comprehensive)	
Bodily Injury per person	$200,000
Bodily Injury per accident	$500,000
Property Damage per accident	$ 20,000

H-3 PUBLIC RELEASE OF INFORMATION

a. The policies and procedures outlined herein apply to information submitted by the Contractor and his subcontractors for approval for public release. Prior to public release, all information shall be cleared as shown in the "Industrial Security Manual for Safeguarding Classified Information" (DoD 5220.22-M).

b. All public information materials prepared by the Contractor shall be submitted to the MDA (see paragraph e. below) for clearance prior to release. These materials include but are not limited to, technical papers, and responses to news queries which relate to a Contractor's work under this contract.

c. However, once information has been cleared for public release, it does not have to be cleared again for later use. The information shall be used in its originally cleared context.

d. The MDA Director for External Affairs is responsible for processing Contractor-originated material for public release.

e. All material to be cleared shall be sent to:

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

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

f. The Contractor shall submit the material proposed for public release to the above addressee by a letter of transmittal which states: (1) to whom the material is to be released; (2) the desired date for public release; (3) that the material has been reviewed and approved by officials of the Contractor, or the subcontractor, for public release; (4) the contract number and the applicable COR.

g. Two (2) copies of each item, including written material, photographs, drawings, "dummy layouts" and the like shall be submitted at least six (6) weeks in advance of the proposed release date.

h. The items submitted must be complete. Photographs shall have captions.

i. Abbreviated materials or abstracts may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, final approval for release or disclosure of the material cannot be given on the basis of abstracts.

j. Outlines or rough drafts will not be cleared.

k. Materials submitted to MDA for release purposes shall be void of all Contractor logos or other attributions to the Contractor.

H-4 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

a. Purpose: The primary purpose of this clause is to aid in ensuring that:

(1) the Contractor's scientific objectivity and judgment are not biased because of its present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to work under this contract;

(2) the Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources; and

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

b. Scope: The restrictions described herein shall apply to performance or participation by the Contractor and subcontractor. The term "proprietary information" for purposes of this clause is any information considered so valuable by its owners that it is held secret by them and their licensees. Information furnished voluntarily by the owner without limitations on its use, or which is available without restrictions from other sources, is not considered proprietary.

(1) Maintenance of Objectivity: The Contractor shall be ineligible to participate in any capacity in contracts, subcontracts, or proposals thereof (solicited or unsolicited) which stem directly from the Contractor's performance of work under this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any services under this contract on any of its own products or services, or the products or services of another firm if the Contractor is, or has been, substantially involved in their development or marketing.

Moreover, the Contractor may not perform as a prime Contractor or subcontractor on MDA systems engineering and integration and/or Battle Management, Command, Control and Communications (BMC3) development and/or any other MDA weapons systems program contract without written approval by the Contracting Officer. Subcontractors shall not participate on this contract in any area where they are a prime Contractor or have significant responsibility as a subcontractor. These provisions do not apply to the Contractors or Subcontractors participation on the MDA's National Teams.

In addition, if the Contractor or subcontractor under this contract prepares a complete, or essentially complete, SOW to be used in competitive acquisitions, the Contractor or subcontractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such SOW or specifications. Nothing in this subparagraph shall preclude the Contractor or subcontractor from competing for follow-on contracts involving the same or similar services based on such a SOW or specification.

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

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

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

d. Representations and Disclosures:

(1) The Contractor represents that it has disclosed to the Contracting Officer, prior to award, all facts relevant to the existence or potential existence of organizational conflict of interest as that term is used in FAR Subpart 9.5. To facilitate disclosure and Contracting Officer approval, the Contractor shall complete an OCI Analysis/Disclosure Form (Attachment 5) for each MDA, and MDA-related contract or subcontract.

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

e. Remedies and Waiver:

(1) For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the Contracting Officer may terminate this contract for convenience if such termination is deemed to be in the best interest of the Government.

(2) The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Contractor may at any time seek a waiver from the Director, MDA, (via the Contracting Officer) by submitting a full written description of the requested waiver and the reasons in support thereof.

f. Modifications: Prior to contract modification, when the SOW is changed to add new work or the period of performance is significantly increased, the Contracting Officer will request and the Contractor is required to submit either an organizational conflict of interest disclosure or an update of the previously submitted disclosure or representation.

H-5 MDA VISIT AUTHORIZATION PROCEDURES

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

Office of the Secretary of Defense
Missile Defense Agency
7100 Defense Pentagon, MDA/SOC
Washington, DC 20301-7100
Telephone No.: 703-695-8048 Facsimile No.: 703- 693-1526

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

H-6 KEY PERSONNEL

The Contractor shall notify the Contracting Officer and COR prior to making any changes in key personnel. Key personnel are defined as follows:

The Program Manger and task leaders.

Key personnel shall not be replaced unless the Contractor has demonstrated to the satisfaction of the Contracting Officer and COR that the qualifications of the proposed substitute personnel are equal to or better than the qualification of the personnel being replaced.

H-7 ACQUISITION OF FACILITIES

The Contractor agrees to provide all necessary facilities (as defined under FAR 45.301 and further defined under FAR 45.101 definitions of Plant Equipment and Real Property) for the performance of this contract. The term facilities includes all general purpose office equipment and automated data/information processing equipment and software. Accordingly, the Contractor shall not purchase or lease facilities for the account of the Government without the express permission of the Contracting Officer. Additionally, 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.

H-8 EXERCISE OF OPTIONS

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

The Government may elect to exercise the option early if the specified DPLH for CLIN 0001 are expended before the end of basic contract period of performance.

The Government reserves the right to collapse CLIN 0101 into 0001, forming a single CLIN combining both DPLHs and dollars.

H-9 LABOR/TECHNICAL ALLOCATION PLANS (LTAPs) (CLINs 0001 & 0101)

a. General. (1) The LTAP Procedures in this Special Contract Requirement and Attachment 6 shall apply to CLINs 0001 and 0101. All other terms and conditions of the contract take precedence over LTAPs, particular the 'Limitation of Funds" or "Limitation of Cost" clause.

(2) The Contractor shall incur costs under this contract only as directed by the Government pursuant to approval in writing by the Contracting Officer. However, for urgent requirements the Contractor may commence work as soon as the Contracting Officer provides verbal approval. The Contractor may not be reimbursed for expenditures incurred in excess of the DPLH or cost-plus-fee ceiling of any individual LTAP.

b. Technical Direction. The COR will provide technical direction under the contract. Technical direction is defined as guidance to the Contractor within the scope of work, including: initiation of LTAPs, technical

discussions, definition of interfaces among contractors, approval of draft documents, participation in contract progress reviews, and supplying technical and management information.

Technical direction shall not effect or result in a change within the meaning of the "Changes" clause, including changes to the Statement of Work, the Contract amount, the estimated cost, fee, the performance period, the level-of-effort, or contract funding.

c. Segregation of Costs. (1) The Contractor agrees to segregate and report costs incurred under this contract by cost element, CLIN and LTAP. The level of segregation and reporting will be consistent with the level of cost and DPLH estimates in the LTAPs and the Contractor's existing management and accounting systems.

(2) The labor hours and dollars approved by the Government in the LTAP shall become the baseline to which the Contractor will report expenditures of dollars and actual labor hours in accordance with CDRL entitled "Funds and Labor Hour Expenditure Report".

d. LTAP Initiation Process. LTAPs will be initiated by the Government. The Contractor shall respond to the Government direction by preparing a detailed draft LTAP including:

(1) contract number, CLIN and SOW paragraph reference;
(2) description of the work to be performed, including milestones (if appropriate);
(3) period of performance;
(4) deliverables (citing DD 1423, if appropriate);
(5) the estimated level-of-effort (including all subcontractors and consultants) in man-years and DPLHs;
(6) estimated labor cost (to include all subcontractors and consultants);
(7) estimated other direct costs, with supporting rationale;
(8) estimated travel;
(9) if the LTAP cost wrap rate (total estimated cost divided by total estimated DPLHs) varies by more than ten percent (10%) of the Contract's Section B CLIN cost wrap rate, a brief explanation as to why; and if work commenced pursuant to other verbal or written approval, a brief description of the approval and date provided.

e. LTAP Performance. The Contractor shall not exceed the specified maximum DPLHs or the estimated cost specified by the LTAP. It is understood and agreed that the expenditure rate for labor-hours and the mix of labor categories may fluctuate consistent with technical requirements, provided that such fluctuation does not result in either accelerated expenditure of DPLHs or a significant variance in the mix of labor categories. Consistent with the "Limitation of Funds" or "Limitation of Cost" clause of this contract, the Contractor shall notify the Contracting Officer at the earliest date that the Contractor anticipates that Government direction may result in an overrun or that LTAP cost increases may result in a contract overrun.

f. Level-of-Effort. In the performance of LTAPs, the Contractor shall provide DPLHs, defined as actual work hours exclusive of vacation, holiday, sick leave, and other absences. Work hours provided by subcontractors and consultants will be included in the total DPLH provided under this contract. The Government may carry unused hours forward to the next option.

H-10 INHERENTLY GOVERNMENTAL FUNCTIONS

An inherently governmental function is a function that is so intimately related to the public interest as to mandate performance by Government employees. These functions include those activities that require either the exercise of discretion or the making of value judgments in making decisions for the Government. The Contractor is not an agent or a representative of MDA and shall not assume these roles. While the Contractor may be required to visit other governmental agencies or Contractors to obtain information for MDA, such work shall be under the guidance of the COR. Fact finding involving foreign governments and necessarily U.S. relations with those governments shall not be performed by the Contractor.

The Contractor shall ensure that its employees performing this contract have read and understand Office of Federal Procurement Policy Letter 92-1, dated September 23, 1992, on this subject. In the event the Contractor is concerned that work requested of it violates the Policy Letter, it shall immediately inform the Contracting Officer.

H-11 CONTRACTOR ACCESS TO PLANNING, PROGRAMMING, AND BUDGETING SYSTEM (PPBS) DATA

a. In order to perform the requirements of this contract, the Contractor shall be required to receive, review, analyze, and prepare (hereinafter shall be referred to as "process") reports/data which contain Government Planning, Programming, and Budgeting System (PPBS) data. However, MDA is authorized to release MDA-related PPBS data to the Contractor only after:

(1) The MDA obtains written authorization from the Office of the Secretary of Defense (OSD) to release the data to the Contractor; and

(2) Compliance with the provisions of this clause have been met.

b. The prime Contractor shall provide the following information to the Contracting Officer within fifteen (15) days from the date of this contract:

(1) Affiliates (parent company, subsidiaries, joint ventures, and partnerships, etc.):

(a) Company's name and complete address;
(b) Affiliation; and
(c) Nature of the company's business.

(2) Agents, consultants, and subcontractors related to this contract:

(a) Company's name and complete address;
(b) Relationship; and
(c) Nature of the company's business.

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

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

d. The following list of documents (which is exemplary but not all inclusive) are considered PPBS documents:

(1) PLANNING
Defense Planning Guidance

(2) PROGRAMMING
(a) Fiscal Guidance (when separate from Defense Planning Guidance)
(b) Program Objective Memoranda (POM)
(c) Future Years Defense Program (FYDP) and related data
(d) Program Review Proposals

(e) Issue Papers (e.g., Major Issue Papers, Tier II Issue Papers, Cover Briefs)
(f) Proposed Military Department Program Reductions (or Program Offsets)
(g) Tentative Issue Decision Memoranda
(h) Program Decision Memoranda

(3) BUDGETING
(a) FYDP data including classified and/or unclassified Procurement (P-1s), RDT&E (R-1s) & Construction (C-1s)
(b) OUSD(C) Procurement, RDT&E, and Construction database data
(c) Program Budget Decisions/Defense Management Review Decisions
(d) Reports Generated by the Comptroller Information System (CIS) database
(e) DD Form 1414 Base for Reprogramming
(f) DD Form 1416 Report of Programs
(g) Contract Award Reports
(h) Congressional Data Sheets and Descriptive Summaries for the RDT&E, Procurement and Construction appropriations
(i) All Special Exhibits
(j) Internal Financial Data (CPS, IDF, DJAS, etc.)
(k) Responses to Congressional Inquiries
(l) Documents prepared justifying internal program/budget options and/or decisions

e. If a document(s) required by an OSD/MDA PPBS approved Contractor contains:

(1) Only MDA-related PPBS information, the Contractor may be granted access to the entire document.

(2) Other Government agency information, the Contractor Only may be granted access to MDA-related PPBS data extracted or derived from the document as defined in paragraph c. above.

f. The Contractor shall be responsible for informing its personnel (hereinafter includes persons employed by the Contractor as an agent, consultant, or subcontractor) of the provisions of this clause and providing original certifications of MDA (PPBS Non-disclosure Agreements [SDIO Form 99], Attachment 7) to the Contracting Officer within fifteen (15) days after the effective date of this contract. An agreement shall be obtained from each of its employees involved in the performance of this contract who require access to such data. Each individual shall be required to agree to:

(1) Read and comply with the applicable provisions of this clause.

(2) Ensure MDA-related PPBS data entrusted to them ONLY will be used in accordance with applicable DoD and MDA governing regulations, for the purpose for which it was provided, and within the scope of the SOW.

(3) Not divulge MDA-related PPBS data (obtained directly or indirectly in the performance of this contract unless directed by the Contracting Officer) to any individual, except to Government personnel whom they know to have a need-to-know and non-Government person(s) whom they know to have MDA authorization. Even though data becomes part of the public domain, Contractor personnel are bound by the provisions of this clause not to confirm or deny questions regarding MDA-related PPBS data. Inquiries by unauthorized persons should be referred to the COR or the Contracting Officer. (Verification of Contractor personnel authorized access to MDA-related PPBS data can be obtained from the Contracting Officer.)

(4) Not transport (by any medium), maintain, or process MDA-related PPBS data outside a Government facility unless the removal or preparation of such data at the facility is accomplished in accordance with

a company's facility plan approved by the MDA. (Verification of MDA PPBS-approved Contractor facilities and individuals can be obtained from the Contracting Officer.)

(5) Not to accept any portion of any document which is described in paragraph d. above, unless the portion of the document contains only MDA-related PPBS data.

(6) Notify the Contracting Officer promptly if any non-Government person(s) or company(s) requests access to MDA-related PPBS data.

g. The non-disclosure agreements shall be reviewed and approval granted by the Contracting Officer based on the individual's need-to-know.

h. The Contractor shall be responsible for immediately notifying the Contracting Officer in writing of any changes in its personnel with access to MDA-related PPBS data, e.g., departures, new employees, or employees who no longer need access to such data under this contract, etc.

i. Contractor personnel who have been granted access to MDA-related PPBS data shall process, when possible, such data in Government work spaces using equipment furnished by the Government. However, if a Contractor anticipates processing MDA-related PPBS data in a Government facility on Contractor-owned equipment, prior written approval from the Contracting Officer must be obtained. The Contractor's request (letter) should describe the equipment being used and a brief justification. After approval by the Contracting Officer, the request must be endorsed by the appropriate MDA office before bringing the equipment into the facility:

(1) Information Systems Directorate - all ADP equipment.

(2) Management Operations Directorate - all other equipment, e.g., telefax and reproduction machines, tables, chairs, mobile and permanent white boards, etc.

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

k. If the Contractor is not required to process MDA-related PPBS data at its facility(s), the Contractor shall inventory all Government documents in its possession and destroy or return all DoD-generated PPBS and MDA-related PPBS data/documents to the Contracting Officer. If the requirement to process such data at the Contractor's facility(s) changes in the future, compliance with paragraph j. above shall be required.

l. The Contractor shall be responsible for ensuring that persons in their employment that have been granted access to MDA- related PPBS data understand the consequences of divulging such data. Revealing MDA-related PPBS data to unauthorized persons may provide other companies with an unfair advantage in future competitions or jeopardize national security interests. Violations by individuals or companies may result in contractual actions or criminal prosecution.

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

H-12 GOVERNMENT PROPERTY

Property on Exhisting Contracts. The Contractor or its subcontractors are authorized use of Government Property from contract HQ0006-00-C-0008 on a no cost (i.e., without assessment of rental charges), non-interference basis. All Government Furnished Property under contract HQ0006-00-C-0008 shall be transferred "as is" to contract HQ0006-03-C-0003.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printing/Copying Double-Sided on Recycled Paper	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-9	Changes or Additions to Make-or-Buy Program	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.216-7	Allowable Cost And Payment	FEB 2002
52.216-8	Fixed Fee	MAR 1997
52.217-8	Option To Extend Services	NOV 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Equal Opportunity For Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997

52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-1 Alt I	Disputes (Dec 1998) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2001
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	JAN 1986
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	APR 1984
52.247-67	Submission Of Commercial Transportation Bills To The General Services Administration For Audit	JUN 1997
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991

252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 1998
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.239-7000	Protection Against Compromising Emanations	DEC 1991
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, And Services	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.251-7000	Ordering From Government Supply Sources	MAY 1995

CLAUSES INCORPORATED BY FULL TEXT

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed **0** or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

252.225-7026 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (JUN 2000)

(a) Reporting criteria.

Reporting under this clause is required for--

(1) Offers exceeding $10 million, if the Offeror is aware at the time the offer is submitted that it or its first-tier subcontractor intends to perform any part of the contract that exceeds $500,000 outside the United States and Canada, if that part could be performed inside the United States or Canada;

(2) Contracts exceeding $10 million, when any part that exceeds $500,000 could be performed inside the United States or Canada, but will be performed outside the United States and Canada. If the information was submitted with the offer, it need not be resubmitted unless it changes; and

(3) Contracts exceeding $500,000, when any part that exceeds the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation will be performed outside the United States, unless a foreign place of performance is--

(i) The principal place of performance; and

(ii) Indicated by the Offeror's entry in the Place of Performance provision of the solicitation.

(b) Submission of reports.

(1) The Offeror shall submit reports required by paragraph (a)(1) of this clause with its offer.

(2) The Contractor shall submit reports required by paragraph (a)(2) of this clause to the Contracting Officer as soon as the information is known, with a copy to the addressee in paragraph (b)(3) of this clause. With respect to performance by a first-tier subcontractor, this information shall be reported, to the maximum extent practicable, at least 30 days before award of the subcontract.

(3) The Contractor shall submit reports required by paragraph (a)(3) of this clause within 10 days of the end of each Government quarter to—Deputy Director of Defense Procurement (Foreign Contracting) OUSD(AT&L)DP(FC) Washington, DC 20301-3060

(4) The Offeror/Contractor shall submit reports on DD Form 2139, Report of Contract Performance Outside the United States. Computer-generated reports are acceptable, provided the report contains all information required by DD Form 2139. Copies of DD Form 2139 may be obtained from the Contracting Officer.

(c) Flowdown requirements. (1) The Contractor shall include a clause substantially the same as this one in all first-tier subcontracts exceeding $500,000, except subcontracts for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.

(2) The Contractor shall provide the prime contract number to subcontractors for reporting purposes.

(d) Information required.

(1) Information to be reported on the part of this contract performed outside the United States (or outside the United States and Canada for reports required by paragraphs (a)(1) and (a)(2) of this clause) includes that for--

(i) Subcontracts;

(ii) Purchases; and

(iii) Intracompany transfers when transfers originate in a foreign location.

(End of clause)

Exhibit/Attachment Table of Contents

LIST OF ATTACHMENTS

EXHIBIT A	Contract Data Requirements Lists (DD Form 1423-1)
ATTACHMENT 1	Statement of Work titled: "Scientific, Engineering, Technical Assistance (SETA) Support for the Ground-Based Midcourse Defense (GMD) Joint Program Office (JPO)"
ATTACHMENT 2	Performance Award Fee Determination Plan
ATTACHMENT 3	Contract Security Classification Specification (DD Form 254)
ATTACHMENT 4	MDA Form 110, Travel Authorization
ATTACHMENT 5	OCI Analysis/Disclosure Form
ATTACHMENT 6	Labor/Technical Allocation Plan (LTAP)
ATTACHMENT 7	PPBS Non-Disclosure Agreement [SDIO Form 99]
ATTACHMENT 8	Small Business and Small Disadvantaged Business Subcontracting Plan

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
R	1	3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00022	18-Oct-2004		

6. ISSUED BY CODE HQ0006

MISSILE DEFENSE AGENCY (MDA)
7100 DEFENSE PENTAGON
WASHINGTON DC 20301-7100

7. ADMINISTERED BY (If other than item 6) CODE S2404A

DCM MANASSAS
10500 BATTLEVIEW PARKWAY SUITE
MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

COMPUTER SCIENCES CORPORATION
1901 NORTH MOORE STREET
SUITE 750
FED SECTOR - DEFENSE GROUP
ARLINGTON VA 22209

CODE 52939 FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-03-C-0003
X	10B. DATED (SEE ITEM 13) 21-Oct-2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) H-8, "Exercise of Options" and FAR 52.232-22, and "Limitation of Funds" clause.

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

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

This modification exercises Option 0101 and provides additional funding pursuant to the "Limitation of Funds" clause.

Section G - CONTRACT ADMINISTRATION is revised as follows:

Section G-7 ALLOTMENT OF FUNDS is revised to reflect the new total of funds obligated against the contract from [redacted]

(Continued)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ERIC B. OTTINGER / CONTRACTING OFFICER, CTN TEL: (703) 604-4622 EMAIL: eric.ottinger@mda.osd.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY E. B. Ottinger Jr (Signature of Contracting Officer)	16C. DATE SIGNED 13-Oct-2004

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. **Section A** – SF26, Block 15G is hereby increased from [redacted]

2. Under **Section F, F-1 "Delivery Schedule/Period Of Performance,"** paragraph b. is changed to read:

b. The contarctor shall accomplish the work required by CLINs 0101 and 0002 for a period of twelve months after the effective date of Option 1.

3. **SECTION G - CONTRACT ADMINISTRATION DATA**

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

CLIN 0001: [redacted]
Estimated funds exhaustion date: [redacted]

CLIN 0101: [redacted]
Estimated funds exhaustion date: [redacted]

b. The total amount of funds presently allotted to this contract, **BUT NOT AVAILABLE FOR PAYMENT**, is [redacted]

CLIN 0099: [redacted]
Estimated funds exhaustion date: [redacted]

c. The total amount of funds presently alloted to this contract is [redacted]

4. **G-8, "Payment Instructions for Multiple Accounting Classification Citations"**

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

The following ACRNs and funding amounts apply to CLIN 0001:

	Net Change This Mod Only	Total
The following funds obligated on ACRN AA:	$0	[redacted]
All funds obligated on ACRN AB:	$0	
All funds obligated on ACRN AC:	$0	
All funds obligated on ACRN AD	$0	
All funds obligated on ACRN AE:	$0	
All funds obligated on ACRN AF:	$0	
All funds obligated on ACRN AG:	$0	
Total CLIN 0001 funding:	**$0**	

The following ACRNs and funding amounts apply to CLIN 0101:

	Net Change This Mod Only	Total
The following funds obligated on ACRN AH:	[redacted]	
Total CLIN 0101 funding:		

The following ACRNs and funding amounts apply to CLIN 0099:

	Net Change This Mod Only	Total
The following funds obligated on ACRN AB:	$0	[redacted]
The following funds obligated on ACRN AC:	$0	
Total CLIN 0099 funding:	**$0**	

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by [redacted]

Contract Level Funding:

AH: [redacted]

The contract ACRN AH has been added.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
R	1 | 10

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00037	17-Oct-2005		

6. ISSUED BY CODE HQ0006

MISSILE DEFENSE AGENCY (MDA)
CONTRACTS DIRECTORATE
7100 DEFENSE PENTAGON
WASHINGTON DC 20301-7100

7. ADMINISTERED BY (If other than Item 6) CODE S2404A

DCM MANASSAS
10500 BATTLEVIEW PARKWAY SUITE
MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

COMPUTER SCIENCES CORPORATION
1901 NORTH MOORE STREET
SUITE 750
FED SECTOR - DEFENSE GROUP
ARLINGTON VA 22209

CODE 52939 FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-03-C-0003
X	10B. DATED (SEE ITEM 13) 21-Oct-2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual consent and FAR 52.232-22, "Limitation of Funds" clause.

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, [X] is required to sign this document and return 2 copies to the issuing office.

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

This modification incorporates new Special Contract Requirement (SCR) clause "Contract Definitization of Not-to-Exceed (NTE) Amounts" and replaces Attachment 1, Statement of Work, in its entirety. This modification also provides additional funding pursuant to the "Limitation of Funds" clause.

Section G - Contract Administration is revised as follows:

G-7 ALLOTMENT OF FUNDS is revised to reflect the new total of funds obligated against the contract from [redacted]

(Continued)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Frank W. Geary, II / Sr. Contracts Manager	SARA A. HIGGINS TEL: (703)604-4390 EMAIL: SARA.HIGGINS@MDA.MI
15B. CONTRACTOR/OFFEROR: Frank W. Geary, II (Signature of person authorized to sign) — 15C. DATE SIGNED: 10/17/05	16B. UNITED STATES OF AMERICA BY: Sara A. Higgins (Signature of Contracting Officer) — 16C. DATE SIGNED: 10/17/05

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. **SECTION A - SOLICITATION/CONTRACT FORM**

(b)(4) The total cost of this contract was increased by [redacted]
(b)(4) [redacted].

2. **SECTION B - SUPPLIES OR SERVICES AND PRICES**

a. CLIN 0101

The CLIN extended description has changed from SETA support to the GMD JPO IAW the SOW (Attachment 1) to SETA support to the GMD JPO IAW the SOW (Attachment 1). Includes NTE amount of [redacted] (See Section H-13).

The pricing detail quantity has increased by [redacted]
The estimated/max cost has increased by [redacted]
The fixed fee has increased by [redacted]
The maximum award fee has increased by [redacted]
The cost constraint NTE has been added.
The total estimated cost plus fee of this line item has increased by [redacted]

b. **SECTION B, B-2 ESTIMATED COST AND FIXED FEE/AWARD FEE** is revised to reflect award fee earned as follows:

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

(b)(4)

Estimated Cost:
Fixed Fee:
Maximum Potential Award Fe
Estimated Cost And Fee:

[redacted]

3. **SECTION G - CONTRACT ADMINISTRATION DATA**

a. Under **Section G – Contract Administration Data** is hereby changed as follows:

G-7 ALLOTMENT OF FUNDS

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

CLIN 0001:
Estimated funds exhaustion date:

CLIN 0101:
Estimated funds exhaustion date:

b. The total amount of funds presently allotted to this contract, **BUT NOT AVAILABLE FOR PAYMENT**, is

CLIN 0099:
Estimated funds exhaustion date:

(b)(4) c. The total amount of funds presently alloted to this contract is

d. **G-8, "Payment Instructions for Multiple Accounting Classification Citations"**

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

The following ACRNs and funding amounts apply to CLIN 0101:

	Net Change This Mod Only	**Total**
The following funds obligated on ACRN AC:		
The following funds obligated on ACRN AH:		
The following funds obligated on ACRN AJ:		
The following funds obligated on ACRN AK:		
The following funds obligated on ACRN AL:		
Total CLIN 0101 funding:		

The following ACRNs and funding amounts apply to CLIN 0099:

	Net Change This Mod Only	**Total**
The following funds obligated on ACRN AB:		
The following funds obligated on ACRN AC:		
The following funds obligated on ACRN AH:		
Total CLIN 0099 funding:		

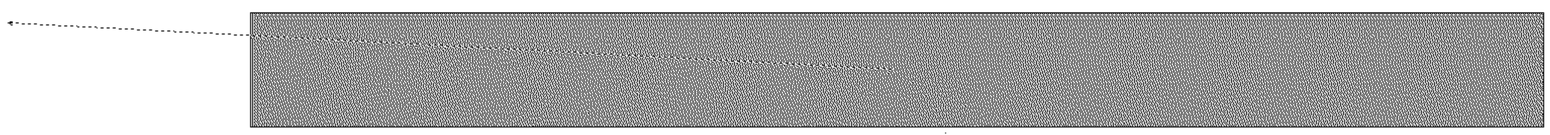
Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this contract was increased by

(b)(

Contract Level Funding:



4. **SECTION H – SPECIAL CONTRACT REQUIREMENTS (SCR)** is amended by the incorporation of the following new SCR H-13 clause, "Contract Definitization of Not-to-Exceed (NTE) Amounts" into the subject contract. Full text of this added SCR is as follows:

H-13 CONTRACT DEFINITIZATION OF NOT TO EXCEED (NTE) AMOUNTS

a. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive modification that will include (1) additional clauses resulting from this modification and not presently in the contract, and required by the FAR on the date of execution of the contract modification, (2) additional clauses resulting from this modification and not presently in the contract, and required by law on the date of execution of the definitive contract modification, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a cost-plus-fixed-fee (with an award fee feature) proposal and cost or pricing data supporting its proposal.

b. If agreement on a definitive modification to supersede this undefinitized contract modification is not reached by the target date set forth in this modification, or within any extension granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with FAR Part 15 and Part 31, subject to Contractor appeal as provided in the "Disputes" clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Funding clause, as indicated in Section I.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by -

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost reimbursement contracts, as determined by the Contracting Officer;

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (b)(1) above, all clauses, terms, and conditions included in this contract shall continue in effect, except those that by their nature apply only to the undefinitized modification.

The schedule for definitizing this increase to CLIN 0101 is as follows:

EVENT	DATE
Submission of Firm Proposal	September 29, 2005
Completion of Negotiations	October 31, 2005
Definitization	November 8, 2005

5. **ATTACHMENT 1 – STATEMENT OF WORK (SOW)** is hereby replaced in its entirety. The revised SOW is as follows:

STATEMENT OF WORK

FOR

SCIENTIFIC, ENGINEERING, TECHNICAL AND ADMINISTRATIVE SUPPORT TO THE GROUND-BASED MIDCOURSE DEFENSE (GMD) JOINT PROGRAM OFFICE (JPO)

September 23, 2005

PREPARED BY
MISSILE DEFENSE AGENCY

Attachment 1 Statement of Work

1.0 SUMMARY

As part of the new Missile Defense Agency (MDA) program, Ground-Based Midcourse Defense (GMD) has taken the place of the former National Missile Defense (NMD) program. GMD is part of the Ballistic Missile Defense (BMD) Midcourse Defense Segment and represents one portion of the overall BMD system. The mission of GMD is to develop, test, and, when directed, deploy a system capable of defeating ballistic missile threats in the Midcourse phase of flight using ground-based interceptors. Consistent with BMD program objectives, GMD is built around a rigorous Research, Development, Test and Evaluation (RDT&E) effort designed to develop and demonstrate increasing capability over time through a robust, realistic test program. GMD focuses on these primary objectives: (1) to develop and demonstrate an integrated system capable of countering known and expected threats; (2) to provide an integrated test bed that enables realistic testing and reliable data collection for further system development; (3) to create a development path allowing for an early capability based on success in testing; and (4) to deploy increments of capability when proven through realistic testing.

The GMD program is managed through a Joint Program Office (JPO) within the MDA. The GMD program manager serves as the Program Director and reports through the Program Executive Officer (PEO) BMD Systems to the Director, MDA who is the BMD Acquisition Executive. The BMD Acquisition Executive provides direct oversight and guidance to the GMD Program Director and is the final decision authority for the GMD program.

The contractor will support aspects of GMD Program planning and execution, to include supporting the Government in oversight of Boeing as the Prime GMD Contractor, at multiple sites. Such activities will include supporting program management, strategic planning, and JPO operations for overall program; independent assessments; business management; JPO information technology; acquisition planning and the Department of Defense (DoD) oversight process; execution of the Ground-Based Battle Management, Command, Control and Communication (GBMC3) program; systems engineering; test and evaluation; program protection, site activation and Boeing contract execution. Activities are detailed below. Although the activities described below are within a particular GMD Program Component (i.e., Program Director, GBMC3, Systems Integration, etc.), they are interchangeable among the GMD program components.

2.1 DIRECT SUPPORT TO THE GMD PROGRAM DIRECTOR

The contractor shall provide daily direct support to the GMD Program Director and Staff in executing the GMD Program. This shall include assisting in the development, review and assessment of current and proposed program strategies, contract management and acquisition strategies, strategic communications, and integration of JPO activities, force integration and organizational structure support.

2.2 GMD GBMC3 SUPPORT

Support to the GBMC3 Component Office shall include general and specific requirements. General requirements include daily direct support of the GBMC3 mission including the development, review, assessment and monitoring of program technical and administrative approaches. Specific requirements include analytical support for GBMC3 programmatic, technical, fiscal, and contractual changes in the GMD GBMC3 program. In addition, the contractor shall support the GMD GBMC3 engineering process through review of GBMC3, system-level and integration related products, system-level performance analysis tools, and participation in JPO, Boeing and GBMC3 Integrated Product Teams. The contractor shall provide GBMC3 engineering support to interface definition, and GBMC3 test support and system Test & Evaluation (T&E) planning support. Also, require support from the Colorado Springs contract support team to help interface with the Warfighting Commander-In-Chief and his staff. The contractor will provide similar support to other GMD element Project Offices as directed by the government.

2.3 GMD SYSTEMS INTEGRATION/ENGINEERING SUPPORT

The contractor shall provide technical and analytical support to the GMD Technical Director and the Director GMD System Engineering and Integration. The contractor will assist in developing the System Capability, Threat Description, and Target Requirements Documents. The contractor will support the GMD System requirements/capability and engineering major reviews, design reviews; internal and external interface development/ implementation, technology planning, evaluation of deployment readiness, and system deployment. Subject matter experts will provide technical information and possible options on GMD issues, provide insight on the Boeing Prime Contractor technical processes and procedures, and coordinate interdisciplinary activities. Perform trade-off analyses as the basis for establishing system assessments for multiple Capabilities. Conduct analysis for the purpose of executing trade studies relevant to all other subtasks. Perform quick response studies. Provide analytical support to enable the GMD Technical Director and the Director of Systems Engineering and Integration to respond to a variety of external tasking. Establish and maintain a comprehensive Red/Blue process for the GMD Program.

2.4 GMD TEST AND EVALUATION SUPPORT

The contractor shall provide technical and engineering analysis support to the Director, GMD Combined Test Force (CTF) and his staff. This includes providing technical support to execute the GMD test and evaluation program, coordinate the overall GMD systems test support, and provide support in managing the Total Government Furnished Resources/Government Furnished Equipment (GFX/GFE) items required for test support as well as the oversight and management of the GMD Prime Contractor's planning, execution, and analysis of the GMD T&E Program. Provide technical support for all Programming, Planning, and Budgeting System (PPBS) activities of GMD T&E/CTF. This includes technical support for identifying budget requirements across the Program Objectives Memorandum (POM) years, formulating and justifying the budget, executing, assessing, and managing the budget activities.

2.5 GMD BUSINESS MANAGEMENT SUPPORT

The contractor shall draft official documents and supporting material as required for coordination and release or signature by the Government, ensuring proposed documents are consistent, coherent, correct, and complete. Official documents may include the Acquisition Program Baseline (APB) or equivalent, Single Acquisition Management Plan (SAMP) or equivalent, Program Planning Schedule or equivalent, CDRL-Data Item Description (DID), Award Fee Plan, Award Fee Expectation Letter, Award Fee Determination Letter, other original correspondence, and responses to incoming correspondence (such as

letters from the contractor). Additionally, the contractor will gather data, conduct analysis, make assessments, and report conclusions verbally and/or in writing. Examples of regular products in this work category are Cost Performance Report (CPR) Quick Look, Integrated Baseline Review (IBR), Defense Acquisition Executive Summary (DAES), Contractor Performance Assessment Report (CPAR), and Selected Acquisition Report (SAR).

2.6 GMD COST AND BUDGET MANAGEMENT SUPPORT

The contractor shall support GMD Business Management with the evolutionary development of the GMD Program Common Cost Methodology (CCM) and a Common Cost Estimate (CCE). This estimate, comprised of GMD development elements and system level functional requirements, is an integral part of the MDA PPBS process. The cost analysis tasks will include support in the areas of cost analysis data gathering, CCM development, CCE development along with its corresponding documentation, and, cost analysis interface support as well as GMD Program Director (PD) level support. The contractor will support the GMD staff as it advises the appropriate GMD technical focal points on cost analysis related issues and progress. The CCEs and analyses conducted under this task will directly support development of the GMD CCE baseline. The PD level responsibilities will consist of cost and budget analysis support to various program reviews, quick response excursions, program briefs, as well as all the financial management documentation for the GMD program. Additionally, the contractor will also support the preparation of required PPBS documentation to support the overall DoD Budget process. This task provides support to Business Management in preparation and planning activities to develop the GMD POM, Budget Estimate Submission (BES), and President's Budget (PB) technical drafts, and to plan the distribution of funds and to track budget execution including quarterly Budget Execution Reviews (BERs).

2.7 GMD INDEPENDENT ASSESSMENT SUPPORT

The contractor shall support the development and implementation of an independent assessment program that will address critical GMD cost, schedule, performance, and risk issues in support of the GMD PD and staff and interface with other Missile Defense Agency components. Activities shall include, but not be limited to: identifying and prioritizing topics requiring independent assessments to ensure assessments focus on GMD priorities, establishing the appropriate independent assessment groups to address approved topics, and providing the appropriate experts to lead and/or participate in the groups. These groups include independent studies/analysis groups and senior "Graybeard" groups. The contractor will, when directed, assist in disseminating the products from independent assessment activities, tracking the implementation of recommendations, and obtaining/integrating feedback from the GMD Staff.

2.8 GMD CHIEF OF STAFF SUPPORT

The contractor shall provide daily direct support to the Office of the Chief-of-Staff in his area of responsibility in executing the GMD Program. These activities shall include, but are not limited to, providing support in Personnel and Force Management; Administration and Facilities Management, JPO operations (including program wide meeting support), and External Relations Support. The contractor shall also provide day-to-day general and administrative management support to include documentation of minutes, tracking internally and externally generated action items and issues, maintaining Action Item tracking and Correspondence Management system, minutes databases, and administrative libraries. Under direction of the Chief of Staff, the contractor may be requested to: a) Provide full or partial Information Technology support including architecture development, software tool development and integration of hardware and software applications; and b) Provide special studies and analyses.

2.9 GMD PROGRAM PROTECTION SUPPORT

The contractor shall assist in developing, coordinating, and disseminating systems security engineering (SSE) guidance for the GMD system, conduct analyses of identified vulnerabilities in context with threat assessments; and propose the development/implementation of countermeasures to mitigate those vulnerabilities, and support the development and coordination of the protection portions of the concepts of operations (CONOPS), Systems Requirements Documents (SRDs), System Capabilities Documents (SCDs), system architectures, system specifications, system accreditation requirements, technical design reviews, and other technical security analysis in support of the GMD program. The contractor shall coordinate planning for network defense, information assurance, and Communication Security COMSEC support for Test Bed, GBMC3, logistics, training and administrative networks, facilitate network enterprise certification and accreditation review activities and support Information Assurance IA/COMSEC risk management and mitigation processes/planning activities. Additionally, the Contractor shall provide foreign disclosure, organizational security, industrial security oversight for contracts, classification management, and test site/physical security planning support, along intelligence and counter intelligence assessments to the JPO.

2.10 GMD SITE ACTIVATION SUPPORT

The contractor shall provide daily direct support to the Site Activation Command in its area of responsibility in executing the GMD program. These activities shall include, but not limited to, providing technical analysis and administrative support in acquisition, installation and oversight of the components required to field the Test Bed. Activities shall support contractor assessment of cost, schedule and performance in regards to successful, timely execution of the SAC mission.

2.11 GMD OPERATION CENTER SUPPORT

The contractor shall develop/operate/maintain all aspects (including, but not limited to, the center's Information Technology architecture and equipment) of a center which will be the focal point of a decision support system to provide senior leadership with the necessary resources to monitor, track, control and direct all program activities and resources. As, or when, appropriate the contractor will work to transition the operation and maintenance of the facility and the IT architecture to the designated government organization.

3.0 DELIVERABLES

The Contractor shall provide the following deliverables in accordance with the applicable Contract Data Requirements List (CDRL):

Business Operations (CDRL A001)
Scientific and Technical Reports (CDRL A002)
Hardware/Software Development (CDRL A003)
Funds & Man Hour Expenditure Report (CDRL A004)
Status Report (CDRL A005)

6. Except as provided herein, all terms and conditions of the contract remain unchanged and in full force and effect.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
R	1 | 9

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00038	18-Oct-2005		

6. ISSUED BY CODE HQ0006

MISSILE DEFENSE AGENCY (MDA)
CONTRACTS DIRECTORATE
7100 DEFENSE PENTAGON
WASHINGTON DC 20301-7100

7. ADMINISTERED BY (If other than item 6) CODE S2404A

DCM MANASSAS
10500 BATTLEVIEW PARKWAY SUITE
MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

COMPUTER SCIENCES CORPORATION
1901 NORTH MOORE STREET
SUITE 750
FED SECTOR - DEFENSE GROUP
ARLINGTON VA 22209

CODE 52939 FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-03-C-0003
X	10B. DATED (SEE ITEM 13) 21-Oct-2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual consent and FAR 52.232-22, "Limitation of Funds" clause.
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

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

This modification establishes new Contract Line Item Number (CLIN) 0201 at the Not-to-Exceed (NTE) amount of [redacted] This modification also provides additional funding pursuant to the "Limitation of Funds" clause.

Section G - Contract Administration is revised as follows:

G-7 ALLOTMENT OF FUNDS is revised to reflect the new total of funds obligated against the contract from [redacted] Accordingly, this contract is modified as follows:

(Continued)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
FRANK W. GERAU, II / SR. CONTRACTS MANAGER		SARA A. HIGGINS / CONTRACTING OFFICER TEL: 703-604-4390 EMAIL: sara.higgins@mda.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 11/1/05	16B. UNITED STATES OF AMERICA BY Sara A. Higgins (Signature of Contracting Officer)	16C. DATE SIGNED 01-Nov-2005

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1) **SECTION A - SOLICITATION/CONTRACT FORM**

(b)(4) The total cost of this contract was increased by [redacted] to (b)(4)

2) **SECTION B - SUPPLIES OR SERVICES AND PRICES**

CLIN 0201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201		[redacted]	Labor Hours		
EXERCISED OPTION					
	CPAF				
	SETA support to the GMD JPO IAW the SOW (Attachment 1) NTE amount of [redacted]			Includes	
				ESTIMATED COST	[redacted]
				BASE FEE	
				SUBTOTAL EST COST + BASE	
				MAX AWARD FEE	
				TOTAL EST COST + FEE	

B-2 ESTIMATED COST AND FIXED FEE/AWARD FEE

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

(b)(4)

Estimated Cost:	[redacted]
Fixed Fee:	
Maximum Potential Award Fee	
Estimated Cost And Fee:	

B-4 PAYMENT OF FIXED FEE (ORDERING)

The Government will make payments to the Contractor when requested as work progresses in accordance with Federal Acquisition Regulation (FAR) 52.216-7, "Allowable Cost and Payment". Each invoice shall include a statement by the Contractor as to the cumulative percentage of Direct Productive Labor Hours (DPLHs) performed and the cumulative percentage of fee invoiced. Each invoice shall contain a statement by the Contractor as to the cumulative percentage of work performed. Fee shall be payable, subject to other provisions of FAR 52.216-8, "Fixed Fee," in amounts commensurate with the number of hours performed based on [redacted] per hour for CLIN 0001 and [redacted] per hour for CLINs 0101 and 0201. In no case shall the cumulative amount of the fee invoiced, when expressed as a percentage of the total fixed fee for

the applicable CLIN, exceed the cumulative percentage of DPLHs performed for that CLIN (as verified by the GMD JPO Contract Officer's Representative (COR) at the end of the billing period). The fixed fee shall be automatically adjusted and shall be reduced in proportion to the number of DPLHs actually delivered.

B-5 PAYMENT OF PERFORMANCE AWARD FEE

In addition to the fixed fee paid for delivery of the level of effort ordered by the Government, the contract provides for the payment of an additional award fee based on the quality of the Contractor's performance. A performance award fee will only be earned for performance that is at a level greater than satisfactory in meeting contractual requirements. The award amount for the base contract and each option will be divided into fee pools for evaluation and payment of the award fee over consecutive six-month evaluation periods as described below.

a. An award fee amount of [redacted] is established for the base contract. The evaluation periods, fee pools, and funds obligated against this contract for payment of the performance award fee for the base period (fee earned) will be recorded in this section as follows:

PERIOD	END DATE	FEE POOL	FEE EARNED	CUMULATIVE
1	30 APR 03	[redacted]		
2	31 OCT 03			
3	30 APR 04			
4	31 OCT 04			

b. The award fee amount for each option period, if exercised, is as stated below. The evaluation periods, fee pools, and funds obligated against this contract for payment of the performance award fee for the option periods (fee earned) will be recorded in this section as follows:

OPTION #1:

PERIOD	END DATE	FEE POOL	FEE EARNED	CUMULATIVE
5	30 APR 05	[redacted]		
6	17 OCT 05			

OPTION #2:

PERIOD	END DATE	(NTE) FEE POOL	FEE EARNED	CUMULATIVE
7	31 OCT 05	[redacted]		

c. The award fee pool for Period 1 will be [redacted] but the Government reserves the right to adjust successive award fee pools based on the planned effort for each period. However, the full award fee amount for the base and each option will be made available over the period of performance of the base and each option exercised.

d. The performance award fee will be determined in accordance with the Performance Award Fee Determination Plan (Attachment 2). The Contractor's performance will be periodically monitored by a Performance Award Fee Review Board (PAFRB) consisting of a Chairman and other designated members. The evaluation cycle will consist of two reviews per contract year. The PAFRB will review and assess the Contractor's performance against the

defined evaluation criteria. The Contractor will be requested to provide the PAFRB with a self-assessment briefing on its performance and provide written documentation describing its performance for the period being evaluated. Upon conclusion of the evaluation and the Fee Determining Official's (FDO) decision, the Contractor will be notified by the FDO of the results of the performance evaluation and will be provided guidance for the subsequent performance period, if deemed required by the Government.

e. The Contractor may submit vouchers for the performance award fee immediately upon receipt of the contract modification recording the performance award fee earned at subparagraphs a. and b. of this section. Funds available in the award fee pool of any evaluation period that are not earned will not be carried forward to the next period.

f. In accordance with FAR subsection 16.405-2, the determination of the performance award fee for an evaluation period shall be made unilaterally by the Government.

3. SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0002:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-OCT-2002 TO 31-OCT-2005	N/A	N/A FOB: N/A	

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

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-OCT-2005 TO 31-OCT-2005	N/A	N/A FOB: N/A	

F-1 DELIVERY SCHEDULE/PERIOD OF PERFORMANCE

a. The Contractor shall accomplish the work required by CLINs 0001 and 0002 for a period of twenty four months after the effective date of the contract.

b. In the event the Government exercises Option 1, in accordance with Special Provision TBD, "Exercise of Options," the Contractor shall accomplish the work required by CLINs 0101, and 0002 during the twelve month period commencing from the effective date of Option 1.

c. The period of performance for CLIN 0201 and 0002 shall be 18 October 2005 through 31 October 2005.

F-2 NOTICE REGARDING LATE DELIVERY

In the event the Contractor anticipates difficulty in complying with the contract delivery schedule, the Contractor shall immediately notify the Contracting Officer in writing, giving pertinent details, including the date by which it expects to make delivery; PROVIDED, however, that this data shall be informational only in character and that receipt thereof shall not be

construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

4. **SECTION G - CONTRACT ADMINISTRATION DATA**

a. Under **Section G – Contract Administration Data** is hereby changed as follows:

G-7 ALLOTMENT OF FUNDS

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

CLIN 0001:
Estimated funds exhaustion date:

CLIN 0101:
Estimated funds exhaustion date:

CLIN 0201:
Estimated funds exhaustion date:

b. The total amount of funds presently allotted to this contract, **BUT NOT AVAILABLE FOR PAYMENT**, is

CLIN 0099:
Estimated funds exhaustion date:

(b)(4) c. The total amount of funds presently alloted to this contract is

d. **G-8, "Payment Instructions for Multiple Accounting Classification Citations"**

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

The following ACRNs and funding amounts apply to CLIN 0001:

	Net Change This Mod Only	**Total**
The following funds obligated on ACRN AA:	$0	
All funds obligated on ACRN AB:	$0	
All funds obligated on ACRN AC:	$0	
All funds obligated on ACRN AD	$0	
All funds obligated on ACRN AE:	$0	
All funds obligated on ACRN AF:	$0	
All funds obligated on ACRN AG:	$0	
Total CLIN 0001 funding:	**$0**	

The following ACRNs and funding amounts apply to CLIN 0101:

	Net Change This Mod Only	Total
The following funds obligated on ACRN AC:	$0	
The following funds obligated on ACRN AH:	$0	
The following funds obligated on ACRN AJ:	$0	
The following funds obligated on ACRN AK:	$0	
The following funds obligated on ACRN AL:	$0	
Total CLIN 0101 funding:	**$0**	

The following ACRNs and funding amounts apply to CLIN 0201:

	Net Change This Mod Only	Totall
The following funds obligated on ACRN AM:		
Total CLIN 0201 funding:		

The following ACRNs and funding amounts apply to CLIN 0099:

	Net Change This Mod Only	Total
The following funds obligated on ACRN AB:		
The following funds obligated on ACRN AC:		
The following funds obligated on ACRN AH:		
The following funds obligated on ACRN AN:		
Total CLIN 0099 funding:		

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by

(b)(4) [redacted] from [redacted] to [redacted]

Contract Level Funding:

[redacted]

[redacted]

5. **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

H-9 LABOR/TECHNICAL ALLOCATION PLANS (LTAPs) (CLINs 0001, 0101 and 0201)

a. General. (1) The LTAP Procedures in this Special Contract Requirement and Attachment 6 shall apply to CLINs 0001, 0101 and 0201. All other terms and conditions of the contract take precedence over LTAPs, particular the 'Limitation of Funds" or "Limitation of Cost" clause.

(2) The Contractor shall incur costs under this contract only as directed by the Government pursuant to approval in writing by the Contracting Officer. However, for urgent requirements the Contractor may commence work as soon as the Contracting Officer provides verbal approval. The Contractor may not be reimbursed for expenditures incurred in excess of the DPLH or cost-plus-fee ceiling of any individual LTAP.

b. Technical Direction. The COR will provide technical direction under the contract. Technical direction is defined as guidance to the Contractor within the scope of work, including: initiation of LTAPs, technical discussions, definition of interfaces among contractors, approval of draft documents, participation in contract progress reviews, and supplying technical and management information.

Technical direction shall not effect or result in a change within the meaning of the "Changes" clause, including changes to the Statement of Work, the Contract amount, the estimated cost, fee, the performance period, the level-of-effort, or contract funding.

c. Segregation of Costs. (1) The Contractor agrees to segregate and report costs incurred under this contract by cost element, CLIN and LTAP. The level of segregation and reporting will be consistent with the level of cost and DPLH estimates in the LTAPs and the Contractor's existing management and accounting systems.

(2) The labor hours and dollars approved by the Government in the LTAP shall become the baseline to which the Contractor will report expenditures of dollars and actual labor hours in accordance with CDRL entitled "Funds and Labor Hour Expenditure Report".

d. LTAP Initiation Process. LTAPs will be initiated by the Government. The Contractor shall respond to the Government direction by preparing a detailed draft LTAP including:

(1) contract number, CLIN and SOW paragraph reference;
(2) description of the work to be performed, including milestones (if appropriate);
(3) period of performance;
(4) deliverables (citing DD 1423, if appropriate);
(5) the estimated level-of-effort (including all subcontractors and consultants) in man-years and DPLHs;
(6) estimated labor cost (to include all subcontractors and consultants);
(7) estimated other direct costs, with supporting rationale;
(8) estimated travel;

(9) if the LTAP cost wrap rate (total estimated cost divided by total estimated DPLHs) varies by more than ten percent (10%) of the Contract's Section B CLIN cost wrap rate, a brief explanation as to why; and if work commenced pursuant to other verbal or written approval, a brief description of the approval and date provided.

e. LTAP Performance. The Contractor shall not exceed the specified maximum DPLHs or the estimated cost specified by the LTAP. It is understood and agreed that the expenditure rate for labor-hours and the mix of labor categories may fluctuate consistent with technical requirements, provided that such fluctuation does not result in either accelerated expenditure of DPLHs or a significant variance in the mix of labor categories. Consistent with the "Limitation of Funds" or "Limitation of Cost" clause of this contract, the Contractor shall notify the Contracting Officer at the earliest date that the Contractor anticipates that Government direction may result in an overrun or that LTAP cost increases may result in a contract overrun.

f. Level-of-Effort. In the performance of LTAPs, the Contractor shall provide DPLHs, defined as actual work hours exclusive of vacation, holiday, sick leave, and other absences. Work hours provided by subcontractors and consultants will be included in the total DPLH provided under this contract. The Government may carry unused hours forward to the next option.

H-13 CONTRACT DEFINITIZATION OF NOT TO EXCEED (NTE) AMOUNTS

a. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive modification that will include (1) additional clauses resulting from this modification and not presently in the contract, and required by the FAR on the date of execution of the contract modification, (2) additional clauses resulting from this modification and not presently in the contract, and required by law on the date of execution of the definitive contract modification, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a cost-plus-fixed-fee (with an award fee feature) proposal and cost or pricing data supporting its proposal.

b. If agreement on a definitive modification to supersede this undefinitized contract modification is not reached by the target date set forth in this modification, or within any extension granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with FAR Part 15 and Part 31, subject to Contractor appeal as provided in the "Disputes" clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Funding clause, as indicated in Section I.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by -

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost reimbursement contracts, as determined by the Contracting Officer;

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (b)(1) above, all clauses, terms, and conditions included in this contract shall continue in effect, except those that by their nature apply only to the undefinitized modification.

The schedule for definitizing this increase to CLIN 0101and establishment of CLIN 0201 is as follows:

EVENT	DATE
Submission of Firm Proposal	September 29, 2005
Completion of Negotiations	October 31, 2005
Definitization	November 8, 2005

6. Except as provided herein, all terms and conditions of the contract remain unchanged and in full force and effect.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
R	1 | 11

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO (If applicable)
P00040	11-Nov-2005		

6. ISSUED BY CODE HQ0006

MISSILE DEFENSE AGENCY (MDA)
CONTRACTS DIRECTORATE
7100 DEFENSE PENTAGON
WASHINGTON DC 20301-7100

7. ADMINISTERED BY (If other than item 6) CODE S2404A

DCM MANASSAS
10500 BATTLEVIEW PARKWAY SUITE
MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

COMPUTER SCIENCES CORPORATION
1901 NORTH MOORE STREET
SUITE 750
FED SECTOR - DEFENSE GROUP
ARLINGTON VA 22209

CODE 52939 FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-03-C-0003
X	10B. DATED (SEE ITEM 13) 21-Oct-2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Consent and FAR 52.232-22, "Limitation of Funds" clause.
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

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

The purpose of this modification is to definitize the Authority-to-Proceed provided in P00038, to exercise Option Contract Line Item Number (CLIN) 0201, and to establish new Option CLINs 0301 and 0401. This modification also provides additional funding pursuant to the "Limitation of Funds" clause; modifies Special Contract Requirements (SCR) H-9 and H-13, adds SCR H-14; and incorporates new Attachment 9, "Small Business and Small Disadvantaged Business Individual Subcontracting Plan," and Attachment 10, "MDA Directive 5000.01, Out-Processing of Missile Defense Agency On-Site Contractors Employees."

Section G - Contract Administration is revised as follows:

(b)(4) G-7 ALLOTMENT OF FUNDS is revised to reflect the new total of funds obligated against the contract from [redacted]
(b)(4) [redacted] Accordingly, the contract is modified as follows:

(Continued)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Frank W. Gerow II Senior Contracts Manager		SARA A. HIGGINS TEL: (703)604-4390 EMAIL: SARA.HIGGINS@MDA.MIL	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 11/11/05	16B. UNITED STATES OF AMERICA BY Sara A. Higgins (Signature of Contracting Officer)	16C. DATE SIGNED 11/11/05

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. **Release of Claims.** This modification definitizes the Authority-to-Proceed (ATP) for System Engineering and Technical Assistance (SETA) support to the GMD Joint Program Office, as authorized by Modification P00038, dated October 18, 2005. This modification also establishes pricing for Option CLINs 0301 and 0401. In consideration of the modification agreed to herein as complete equitable adjustments for the Contractor's proposal, dated September 16, 2005, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal for adjustment. The parties have reached agreement for the definitization of the estimated cost and potential award fee (CPAF) for CLINs 0201, 0301 and 0401 as shown below.

2. **SECTION A - SOLICITATION/CONTRACT FORM**

(b)(4) The total value of this contract was increased by [redacted]

3. **SECTION B - SUPPLIES OR SERVICES AND PRICES**

a. CLIN 0002: The CLIN extended description has changed as shown below.

Provide Data and reports for Contract Line Item Numbers (CLINs) 0001, 0101, 0201, 0301 and 0401 IAW the Contract Data Requirements List (CDRL), DD Form 1423-1 (Exhibit A). Not Separately Priced..

b. CLIN 0201: The CLIN has been revised as shown below:

Delete the language providing the Not-to-Exceed value of [redacted]
The estimated/max cost has increased by [redacted]
The base fee has increased by [redacted]
The award fee has increased by [redacted]
The total cost of this line item has increased by [redacted]
The labor hours quantity has increased from [redacted]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201		[redacted]	Labor Hours		
EXERCISED OPTION	CPAF SETA support to the GMD JPO IAW the SOW (Attachment 1)				

ESTIMATED COST
BASE FEE
SUBTOTAL EST COST + BASE
MAX AWARD FEE
TOTAL EST COST + FEE

[redacted]

c. CLIN 0301 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301		[redacted]	Labor Hours		
OPTION					
	CPAF SETA support to the GMD JPO IAW the SOW (Attachment 1)				
				ESTIMATED COST	[redacted]
				BASE FEE	
				SUBTOTAL EST COST + BASE	
				MAX AWARD FEE	
				TOTAL EST COST + FEE	

d. CLIN 0401 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0401		[redacted]	Labor Hours		
OPTION					
	CPAF SETA support to the GMD JPO IAW the SOW (Attachment 1)				
				ESTIMATED COST	[redacted]
				BASE FEE	
				SUBTOTAL EST COST + BASE	
				MAX AWARD FEE	
				TOTAL EST COST + FEE	

e. SECTION B - CLAUSES INCORPORATED BY FULL TEXT

B-2 ESTIMATED COST AND FIXED FEE/AWARD FEE

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

Estimated Cost:	[redacted]
Fixed Fee:	
Maximum Potential Award Fee	
Estimated Cost And Fee:	

B-3 CONTRACT TYPE

This is a Cost-Plus-Fixed -Fee (with an award fee feature), level-of-effort, term contract with a twenty four month base period, a twelve-month option, a fifteen-month option, and two 6-month options, as specified in paragraph B-1.

B-4 PAYMENT OF FIXED FEE (ORDERING)

The Government will make payments to the Contractor when requested as work progresses in accordance with Federal Acquisition Regulation (FAR) 52.216-7, "Allowable Cost and Payment". Each invoice shall include a statement by the Contractor as to the cumulative percentage of Direct Productive Labor Hours (DPLHs) performed and the cumulative percentage of fee invoiced. Each invoice shall contain a statement by the Contractor as to the cumulative percentage of work performed. Fee shall be payable, subject to other provisions of FAR 52.216-8, "Fixed Fee," in amounts commensurate with the number of hours performed based on [redacted] per hour for CLIN 0001, [redacted] per hour for CLIN 0101, [redacted] per hour for CLIN 0201, [redacted] per hour for CLIN 0301 and [redacted] per hour for CLIN 0401. In no case shall the cumulative amount of the fee invoiced, when expressed as a percentage of the total fixed fee for the applicable CLIN, exceed the cumulative percentage of DPLHs performed for that CLIN (as verified by the GMD JPO Contract Officer's Representative (COR) at the end of the billing period). The fixed fee shall be automatically adjusted and shall be reduced in proportion to the number of DPLHs actually delivered.

B-5 PAYMENT OF PERFORMANCE AWARD FEE

In addition to the fixed fee paid for delivery of the level of effort ordered by the Government, the contract provides for the payment of an additional award fee based on the quality of the Contractor's performance. A performance award fee will only be earned for performance that is at a level greater than satisfactory in meeting contractual requirements. The award amount for the base contract and each option will be divided into fee pools for evaluation and payment of the award fee over consecutive six-month evaluation periods as described below.

a. An award fee amount of [redacted] is established for the base contract. The evaluation periods, fee pools, and funds obligated against this contract for payment of the performance award fee for the base period (fee earned) will be recorded in this section as follows:

PERIOD	END DATE	FEE POOL	FEE EARNED	CUMULATIVE
1	30 APR 03	[redacted]		
2	31 OCT 03			
3	30 APR 04			
4	31 OCT 04			

b. The award fee amount for each option period, if exercised, is as stated below. The evaluation periods, fee pools, and funds obligated against this contract for payment of the performance award fee for the option periods (fee earned) will be recorded in this section as follows:

OPTION #1:

PERIOD	END DATE	FEE POOL	FEE EARNED	CUMULATIVE
5	30 APR 05	[redacted]		
6	17 OCT 05			

OPTION #2:

PERIOD	END DATE	FEE POOL	FEE EARNED	CUMULATIVE
7	17 APR 06	[redacted]		
8	17 OCT 06			
9	17 JAN 07			

OPTION #3:

PERIOD	END DATE	FEE POOL	FEE EARNED	CUMULATIVE
10	17 JUL 07	[redacted]		

OPTION #4:

PERIOD	END DATE	FEE POOL	FEE EARNED	CUMULATIVE
11	17 JAN 08	[redacted]		

c. The award fee pool for Period 1 will be [redacted] but the Government reserves the right to adjust successive award fee pools based on the planned effort for each period. However, the full award fee amount for the base and each option will be made available over the period of performance of the base and each option exercised.

d. The performance award fee will be determined in accordance with the Performance Award Fee Determination Plan (Attachment 2). The Contractor's performance will be periodically monitored by a Performance Award Fee Review Board (PAFRB) consisting of a Chairman and other designated members. The evaluation cycle will consist of two reviews per contract year. The PAFRB will review and assess the Contractor's performance against the defined evaluation criteria. The Contractor shall submit to the COR a written documentation describing its performance for the period being evaluated and, as requested, provide a self-assessment briefing to the PAFRB. Upon conclusion of the evaluation and the Fee Determining Official's (FDO) decision, the Contractor will be notified by the FDO of the results of the performance evaluation and will be provided guidance for the subsequent performance period, if deemed required by the Government.

e. The Contractor may submit vouchers for the performance award fee immediately upon receipt of the contract modification recording the performance award fee earned at subparagraphs a. and b. of this section. Funds available in the award fee pool of any evaluation period that are not earned will not be carried forward to the next period.

f. In accordance with FAR subsection 16.405-2, the determination of the performance award fee for an evaluation period shall be made unilaterally by the Government.

4. SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed as shown below:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-OCT-2002 TO 17-JAN-2007	N/A	N/A FOB: N/A	

The following Delivery Schedule item for CLIN 0201 has been changed as shown below:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-OCT-2005 TO 17-JAN-2007	N/A	N/A FOB: N/A	

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

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-JAN-2007 TO 17-JUL-2007	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 0401:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-JUL-2007 TO 17-JAN-2008	N/A	N/A FOB: Destination	

The following have been modified:

F-1 DELIVERY SCHEDULE/PERIOD OF PERFORMANCE

a. The Contractor shall accomplish the work required by CLINs 0001 and 0002 for a period of twenty four months after the effective date of the contract.

b. In the event the Government exercises Option 1, in accordance with Special Provision TBD, "Exercise of Options," the Contractor shall accomplish the work required by CLINs 0101, and 0002 during the twelve month period commencing from the effective date of Option 1.

c. The period of performance for CLIN 0201 and 0002 shall be October 18, 2005 through January 17, 2007.

d. The period of performance for CLIN 0301, if exercised, and 0002 shall be January 18, 2007 through July 17, 2007.

e. The period of performance for CLIN 0401, if exercised, and 0002 shall be July 18, 2007 through January 17, 2008.

5. **SECTION G - CONTRACT ADMINISTRATION DATA**

a. Under **Section G – Contract Administration Data** is hereby changed as follows:

G-7 ALLOTMENT OF FUNDS

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

~~CLIN 0001:~~
Estimated funds exhaustion date: [redacted]

~~CLIN 0101:~~
Estimated funds exhaustion date: [redacted]

CLIN 0201:
Estimated funds exhaustion date:

b. The total amount of funds presently allotted to this contract, **BUT NOT AVAILABLE FOR PAYMENT**, is

CLIN 0099:
Estimated funds exhaustion date:

(b)(4) c. The total amount of funds presently alloted to this contract is

d. **G-8, "Payment Instructions for Multiple Accounting Classification Citations"**

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

The following ACRNs and funding amounts apply to CLIN 0001:

	Net Change This Mod Only	**Total**
The following funds obligated on ACRN AA:	$0	
All funds obligated on ACRN AB:	$0	
All funds obligated on ACRN AC:	$0	
All funds obligated on ACRN AD	$0	
All funds obligated on ACRN AE:	$0	
All funds obligated on ACRN AF:	$0	
All funds obligated on ACRN AG:	$0	
Total CLIN 0001 funding:	**$0**	

The following ACRNs and funding amounts apply to CLIN 0101:

	Net Change This Mod Only	**Total**
The following funds obligated on ACRN AC:	$0	
The following funds obligated on ACRN AH:	$0	
The following funds obligated on ACRN AJ:	$0	
The following funds obligated on ACRN AK:	$0	
The following funds obligated on ACRN AL:	$0	
Total CLIN 0101 funding:	**$0**	

The following ACRNs and funding amounts apply to CLIN 0201:

	Net Change This Mod Only	**Total**
The following funds obligated on ACRN AM:		
Total CLIN 0201 funding:		

The following ACRNs and funding amounts apply to CLIN 0099:

	Net Change This Mod Only	Total
The following funds obligated on ACRN AB:	$0	
The following funds obligated on ACRN AC:	$0	
The following funds obligated on ACRN AH:	$0	
The following funds obligated on ACRN AN:	$0	
Total CLIN 0099 funding:	**$0**	

Accounting and Appropriation

Summary for the Payment Office

(b)(4) As a result of this modification, the total funded amount for this document was increased by
(b)(4)

Contract Level Funding:

6. **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

Special Contract Requirement (SCR) H-9, "Labor/Technical Allocation Plans (LTAPs)," and H-13, "Contract Definitization of Not-To-Exceed Amounts," are modified as shown below. New SCR H-14, "Contractor Employee Out-Processing," is hereby added to this section.

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H-9 LABOR/TECHNICAL ALLOCATION PLANS (LTAPs) (CLINs 0001, 0101, 0201, 0301 and 0401)

a. General. (1) The LTAP Procedures in this Special Contract Requirement and Attachment 6 shall apply to CLINs 0001, 0101, 0201, 0301 and 0401. All other terms and conditions of the contract take precedence over LTAPs, particular the 'Limitation of Funds" or "Limitation of Cost" clause.

(2) The Contractor shall incur costs under this contract only as directed by the Government pursuant to approval in writing by the Contracting Officer. However, for urgent requirements the Contractor may commence work as soon as the Contracting Officer provides verbal approval. The Contractor may not be reimbursed for expenditures incurred in excess of the DPLH or cost-plus-fee ceiling of any individual LTAP.

b. Technical Direction. The COR will provide technical direction under the contract. Technical direction is defined as guidance to the Contractor within the scope of work, including: initiation of LTAPs, technical discussions, definition of interfaces among contractors, approval of draft documents, participation in contract progress reviews, and supplying technical and management information.

Technical direction shall not effect or result in a change within the meaning of the "Changes" clause, including changes to the Statement of Work, the Contract amount, the estimated cost, fee, the performance period, the level-of-effort, or contract funding.

c. Segregation of Costs. (1) The Contractor agrees to segregate and report costs incurred under this contract by cost element, CLIN and LTAP. The level of segregation and reporting will be consistent with the level of cost and DPLH estimates in the LTAPs and the Contractor's existing management and accounting systems.

(2) The labor hours and dollars approved by the Government in the LTAP shall become the baseline to which the Contractor will report expenditures of dollars and actual labor hours in accordance with CDRL entitled "Funds and Labor Hour Expenditure Report".

d. LTAP Initiation Process. LTAPs will be initiated by the Government. The Contractor shall respond to the Government direction by preparing a detailed draft LTAP including:

(1) contract number, CLIN and SOW paragraph reference;
(2) description of the work to be performed, including milestones (if appropriate);
(3) period of performance;
(4) deliverables (citing DD 1423, if appropriate);
(5) the estimated level-of-effort (including all subcontractors and consultants) in man-years and DPLHs;
(6) estimated labor cost (to include all subcontractors and consultants);
(7) estimated other direct costs, with supporting rationale;
(8) estimated travel;
(9) if the LTAP cost wrap rate (total estimated cost divided by total estimated DPLHs) varies by more than ten percent (10%) of the Contract's Section B CLIN cost wrap rate, a brief explanation as to why; and if work commenced pursuant to other verbal or written approval, a brief description of the approval and date provided.

e. LTAP Performance. The Contractor shall not exceed the specified maximum DPLHs or the estimated cost specified by the LTAP. It is understood and agreed that the expenditure rate for labor-hours and the mix of labor categories may fluctuate consistent with technical requirements, provided that such fluctuation does not result in either accelerated expenditure of DPLHs or a significant variance in the mix of labor categories. Consistent

with the "Limitation of Funds" or "Limitation of Cost" clause of this contract, the Contractor shall notify the Contracting Officer at the earliest date that the Contractor anticipates that Government direction may result in an overrun or that LTAP cost increases may result in a contract overrun.

f. Level-of-Effort. In the performance of LTAPs, the Contractor shall provide DPLHs, defined as actual work hours exclusive of vacation, holiday, sick leave, and other absences. Work hours provided by subcontractors and consultants will be included in the total DPLH provided under this contract. The Government may carry unused hours forward to the next option.

H-13 CONTRACT DEFINITIZATION OF NOT TO EXCEED (NTE) AMOUNTS

a. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive modification that will include (1) additional clauses resulting from this modification and not presently in the contract, and required by the FAR on the date of execution of the contract modification, (2) additional clauses resulting from this modification and not presently in the contract, and required by law on the date of execution of the definitive contract modification, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a cost-plus-fixed-fee (with an award fee feature) proposal and cost or pricing data supporting its proposal.

b. If agreement on a definitive modification to supersede this undefinitized contract modification is not reached by the target date set forth in this modification, or within any extension granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with FAR Part 15 and Part 31, subject to Contractor appeal as provided in the "Disputes" clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Funding clause, as indicated in Section I.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by -

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost reimbursement contracts, as determined by the Contracting Officer;

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (b)(1) above, all clauses, terms, and conditions included in this contract shall continue in effect, except those that by their nature apply only to the undefinitized modification.

The schedule for definitizing this increase to CLIN 0101~~and establishment of CLIN 0201~~ is as follows:

EVENT	DATE
Submission of Firm Proposal	September 29, 2005
Completion of Negotiations	November 22, 2005
Definitization	November 30, 2005

H-14 CONTRACTOR EMPLOYEE OUT-PROCESSING

Prior to the departure of on-site contractor employees, the departing employee shall complete an out-processing checklist for Missile Defense Agency (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. A copy of the directive is incorporated herein as Contract Attachment 10.

7. **SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

Attachment 9, "Small Business and Small Disadvantaged Business Individual Subcontracting Plan," and Attachment 10, "MDA Directive 5000.01, Out-Processing of Missile Defense Agency On-Site Contractor Employees," are hereby added to Section J and incorporated into the contract.

SECTION J List of Documents, Exhibits and Other Attachments

EXHIBIT A	Contract Data Requirements Lists (DD Form 1423-1)
ATTACHMENT 1	Statement of Work titled: "Scientific, Engineering, Technical Assistance (SETA) Support for the Ground-Based Midcourse Defense (GMD) Joint Program Office (JPO)"
ATTACHMENT 2	Performance Award Fee Determination Plan
ATTACHMENT 3	Contract Security Classification Specification (DD Form 254)
ATTACHMENT 4	MDA Form 110, Travel Authorization
ATTACHMENT 5	OCI Analysis/Disclosure Form
ATTACHMENT 6	Labor/Technical Allocation Plan (LTAP)
ATTACHMENT 7	PPBS Non-Disclosure Agreement [SDIO Form 99]
ATTACHMENT 8	Small Business and Small Disadvantaged Business Subcontracting Plan
ATTACHMENT 9	Small Business and Small Disadvantaged Business Individual Subcontracting Plan
ATTACHMENT 10	MDA Directive 5000.01, Out-Processing of Missile Defense Agency On-Site Contractor Employees

8. Except as provided herein, all terms and conditions of the contract remain unchanged and in full force and effect.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
R	1	15

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00054	18-Jan-2007		

6. ISSUED BY CODE HQ0006

MISSILE DEFENSE AGENCY (MDA)
CONTRACTS DIRECTORATE
7100 DEFENSE PENTAGON
WASHINGTON DC 20301-7100

7. ADMINISTERED BY (If other than item 6) CODE S2404A

DCM MANASSAS
10500 BATTLEVIEW PARKWAY SUITE
MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

COMPUTER SCIENCES CORPORATION
1901 NORTH MOORE STREET
SUITE 750
FED SECTOR - DEFENSE GROUP
ARLINGTON VA 22209

CODE 52939 FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-03-C-0003
X	10B. DATED (SEE ITEM 13) 18-Oct-2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral pursuant to SCR H-8, FAR 52.232-22; Attach. 2, para. 6.3

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nmsundbe07492

This modification exercises Option 0301, provides additional funding pursuant to the "Limitation of Funds" clause, and changes Attachment 2, Award Fee Plan.

Section G - Contract Administration is revised as follows:

G-7 ALLOTMENT OF FUNDS is revised to reflect the new total of funds obligated against the contract from [redacted] Accordingly, the contract is modified as follows:

(Continued)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBBIE H. PHIFER / CONTRACTING OFFICER TEL: 256-313-9896 EMAIL: Robbie.Phifer@mda.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Robbie H. Phifer (Signature of Contracting Officer)	16C. DATE SIGNED 11-Jan-2007

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

(b)(4) 1. SF 26, Block 15G., is hereby increased from $ [redacted]
(b)(4) [redacted]

SECTION B - SUPPLIES OR SERVICES AND PRICES

2. CLIN 0301: The option status has changed from Option to Option Exercised.

SECTION F - DELIVERIES OR PERFORMANCE

3. F-1 DELIVERY SCHEDULE/PERIOD OF PERFORMANCE, the period of performance for CLINs 0301 and 0002 shall be January 18, 2007 through July 17, 2007.

SECTION G - CONTRACT ADMINISTRATION DATA

(b)(4) As a result of this modification, the total funded amount for this contract was increased by [redacted]
(b)(4) [redacted]

4. G-7 ALLOTMENT OF FUNDS

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

CLIN 0001:
Estimated funds exhaustion date: [redacted]

CLIN 0101:
Estimated funds exhaustion date: [redacted]

CLIN 0201:
Estimated funds exhaustion date: [redacted]

CLIN 0301:
Estimated funds exhaustion date: [redacted]

b. The total amount of funds presently allotted to this contract, BUT NOT AVAILABLE FOR PAYMENT, is [redacted]

CLIN 0099:
Estimated funds exhaustion date: [redacted]

(b)(4) c. The total amount of funds presently alloted to this contract is [redacted]

5. G-8, "Payment Instructions for Multiple Accounting Classification Citations"

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

The following ACRNs and funding amounts apply to CLIN 0001:

	Net Change This Mod Only	Total
The following funds obligated on ACRN AA:	$0	
All funds obligated on ACRN AB:	$0	
All funds obligated on ACRN AC:	$0	
All funds obligated on ACRN AD	$0	
All funds obligated on ACRN AE:	$0	
All funds obligated on ACRN AF:	$0	
All funds obligated on ACRN AG:	$0	
Total CLIN 0001 funding:	$0	

The following ACRNs and funding amounts apply to CLIN 0101:

	Net Change This Mod Only	Total
The following funds obligated on ACRN AC:	$0	
The following funds obligated on ACRN AH:	$0	
The following funds obligated on ACRN AJ:	$0	
The following funds obligated on ACRN AK:	$0	
The following funds obligated on ACRN AL:	$0	
Total CLIN 0101 funding:	$0	

The following ACRNs and funding amounts apply to CLIN 0201:

	Net Change This Mod Only	Totall
The following funds obligated on ACRN AM:	$0	
The following funds obligated on ACRN AN:	$0	
The following funds obligated on ACRN AP:	$0	
The following funds obligated on ACRN AQ:	$0	
The following funds obligated on ACRN AR:	$0	
The following funds obligated on ACRN AS:	$0	
Total CLIN 0201 funding:	$0	

The following ACRNs and funding amounts apply to CLIN 0301:

	Net Change This Mod Only	Totall
The following funds obligated on ACRN AS:		
Total CLIN 0301 funding:		

The following ACRNs and funding amounts apply to CLIN 0099:

	Net Change This Mod Only	Total
The following funds obligated on ACRN AB:		
The following funds obligated on ACRN AC:		
The following funds obligated on ACRN AH:		
The following funds obligated on ACRN AN:		
The following funds obligated on ACRN AQ:		
The following funds obligated on ACRN AS:		
Total CLIN 0099 funding:		

Accounting and Appropriation

Contract Level Funding:

6. ATTACHMENT 2, AWARD FEE PLAN, dated April 19, 2004, is hereby deleted in its entirety and replaced with Award Fee Plan, dated January 5, 2007.

7. Except as provided herein, all terms and conditions of the contract remain unchanged and in full force and effect.

(End of Summary of Changes)

Attachment 2
HQ0006-03-C-0003
P00054

AWARD FEE PLAN

SETA Support Contract
(HQ0006-03-C-0003)

For The

Ground-Based Midcourse Defense (GMD)

Joint Program Office (JPO)

January 5, 2007

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1.0 INTRODUCTION

1.1 Purpose

The purpose of this plan is to delineate the:

a. Responsibilities and procedures for evaluating the contractor's performance.
b. Evaluation criteria by performance areas for determining the award fee score.
c. Methodology for determining the award fee earned for each evaluation period.

The Government purposes in granting an Award Fee is to provide encouragement by rewarding the contractor for demonstrating superior performance in achieving the objectives of the contracted effort and discharging all contractual obligations. Performance evaluations focus on the areas under the contractor's control, which can be evaluated qualitatively, objectively and subjectively. In order to reward the contractor for good performance or direct the contractor's attention to an area of government interest, or motivate the contractor towards improved performance, the contractor's efforts will be evaluated and fee will be awarded in accordance with the terms and criteria set forth by this plan. Because all of the potential factors for consideration cannot be defined precisely, the award fee evaluations, recommendations and determinations will not be limited to the guidelines of this plan.

1.2 Objectives

The objectives of the Award Fee performance evaluation and determination process are to:

a. Communicate clearly to the contractor the Government's objectives and priorities as they relate to contract performance.
b. Reward the contractor for good performance; motivate the contractor to improve performance and achieve contract objectives.
c. Enhance communications between Government and contractor personnel in all areas of contract performance and administration.
d. Provide a systematic methodology for fairly evaluating contractor performance and determining the amount of award fee earned by the contractor.
e. Allow the Government the flexibility to identify and determine the relative importance of the subjectively measurable performance areas during the course of performance.

2.0 ROLES AND RESPONSIBILITIES

2.1 Fee Determining Official (FDO)

The FDO is the Deputy Program Director and is responsible for:

a. Determining the contractor's final score and associated award fee earned for the period.
b. Determining Performance Review Board (PRB) membership.
c. Providing the contractor with written feedback.
d. Setting the contractor's evaluation criteria and weighting.

2.2 Performance Review Board (PRB)

The PRB is comprised of the following senior GMD JPO personnel who advise or are responsible for establishing specific evaluation criteria, including their relative order of importance, and assessing the contractor's performance in terms of those criteria. PRB members bring a broad, objective management perspective to the evaluation process. The PRB's objective is to provide the FDO with an Award Fee recommendation that is commensurate with the evaluation findings concerning the contractor's performance. As such, the responsibilities of the PRB include the following:

a. Implementing this Award Fee Plan and initiating changes to the Plan as required, throughout the period of contract performance.
b. Evaluating contractor performance for each performance evaluation period.
c. Obtaining contractor data and briefings as required.
d. Preparing and submitting to the FDO a written evaluation of the contractor's performance including a recommended score for the period. The PRB will also recommend to the FDO changes in the evaluation areas or evaluation criteria, including the weighting assigned to each evaluation area, if deemed appropriate.

2.2.1 PRB Chairperson

The PRB Chairperson is the GMD Chief of Staff and is responsible for:

a. Conducting the Performance Review Board.
b. Presenting the PRB recommendation to the FDO.
c. Recommending PRB membership.
d. Determining if a contractor needs to submit and the form of the contractor's self-assessment.
e. Providing post award fee letter results to the contractor.

2.2.2 PRB Executive Secretary

The PRB Executive Secretary is responsible for the administrative aspects of the evaluation process and:

a. Preparing and providing evaluation materials to PRB members.
b. Scheduling PRB meetings and serving as a recorder at the meetings.
c. Preparing the smooth roll-up of evaluators' comments and scores.
d. Preparing briefing charts and other documentation to be used during PRB deliberations and in presenting PRB recommendations to the FDO.

2.2.3 PRB Evaluators

Evaluators are government representatives responsible for the performance of each Labor/Technical Allocation Plan (LTAP). They will utilize the criteria set forth in this Award Fee Plan to measure the contractor's performance and formulate award fee recommendations. Evaluators are responsible for:

a. Monitoring the contractor's performance and completing the evaluation documentation for each award fee period.
b. Briefing the PRB Chairperson and PRB Members on the contractor's performance in their particular area of responsibility.
c. Identifying potential improvement areas and areas of emphasis for the succeeding evaluation period.

2.2.4 PRB Advisors

PRB advisors neither evaluate nor vote on contractor performance but provide specific insight into contractor performance. The advisors are:

a. Procuring Contracting Officer (PCO).
b. Contracting Officer's Representative.
c. Office of General Counsel representative.
d. Others as determined by either then FDO or PRB Chairperson.

2.3 Contractor

Although the contractor is not part of the PRB, the Chairperson may ask the contractor to provide a written or oral self-assessment to the PRB. The purpose of the self-assessment is to provide the contractor an opportunity to present an appraisal of performance against the evaluation criteria. The information and insight provided by the contractor input can benefit the Award Fee process by offering new information or perspectives relative to performance.

3.0 EVALUATION RATINGS AND AREAS

Using the following rating, the Government will subjectively evaluate and score the contractor's performance in the subsequent areas:

3.1 Evaluation Rating, Score and Definition

Rating	Score	Definition
Unsatisfactory	0 - 25	Performance (products/services) fails to meet minimum acceptable standards. Weaknesses are pervasive and have adversely impacted the program
Satisfactory	26 - 50	The aggregate performance (products/services) meets minimal acceptable standards. Although incidents of exceptional performance exist, products/services warrant improvement. Weaknesses exist which have identifiable impacts on the program.
Good	51 - 75	Performance is effective. On an individual basis, products/services exceed minimal acceptable standards by a small margin. Weaknesses exist and have a small, yet identifiable, impact on the program.
Excellent	76 - 89	Performance is very effective and responsive to contract requirements. Products/Services well exceed minimum acceptable standards. Few minor weaknesses exist which have little impact on the program.
Outstanding	90 - 100	Performance (products/services) fully exceeds minimal standards. Few, if any, minor weaknesses exist and have negligible, if any, impact to the program. The contractor proactively identifies potential program problems and recommends corrective action in sufficient time to avoid program impacts.

3.2 Evaluation Performance Areas

Per the definitions of Section 3.1, the contractor will be subjectively and objectively assessed in the following Evaluation Performance Areas. The Evaluation Performance Areas are broken into the following respective elements. Given all the variables and different factors associated with a diverse multi-task contract, the following elements definitions are provided for guidance and not to be considered absolute. Each evaluator should use definitions that suit their individual situation within the overall framework of this Award Fee Plan.

3.2.1. Technical/Quality Performance (60%)

The Technical/Quality Performance area includes the following elements.

3.2.1.1.Technical Expertise (20%)

<u>GMD Prime Contract (Boeing) Baseline Management</u>: CSC's ability to assist the Program Management and Control Directorate and related Project and Program Offices (SBX, GBI, UEWR, Logistics, OSGs, SE&I, and Ground Segment) in the development of requirements packages in support of GMD Prime contract changes and assist in the related

Integrated Baseline Reviews, Technical Evaluations, and understanding of the GMD Prime Contract Program Management Baseline (PMB). Specific weight will be measured against CSC's ability to streamline activities, and provide assistance to the JPO and Boeing in meeting timely PMB incorporation goals, and contract definitization schedules.

GMD Schedule Management: Assist the JPO and Boeing in proactively and comprehensively performing schedule management synchronization to optimize asset management and minimize program conflicts.

GMD Technical Baseline Maintenance: CSC's understanding of the GMD Technical Performance Measurements (TPM) and their support to the JPO and Boeing in utilizing these TPMs to manage and maintain GMD Program progress.

3.2.1.2.Key Events (20%)

CSC will be measured in efforts accomplished or completed that assist the JPO and Boeing in maintaining schedule or progress towards the major key events for the GMD Program which include: intercept flights, meeting or exceeding flight test objectives, and emplacement of new GBIs.

3.2.1.3.Mission Success (20%)

3.2.1.3.1. Subjective Evaluation (50% of Mission Success)

- CSC will be measured in the support to the JPO for all GMD Program ship, flight, or related mission readiness reviews. CSC will support JPO directed efforts that facilitate Boeing in its execution of these efforts.
- CSC will be measured against their ability to provide to the JPO comprehensive, detailed, and timely recommendations on cost, schedule, and technical issues associated with the GMD Program.
- CSC will be measured against their ability to support the JPO with regard to operational readiness and availability of the GMD System. CSC will support JPO directed efforts that facilitate Boeing in its execution of these efforts.

3.2.1.3.2. Objective Metric (50% of Mission Success)

This represents a quantifiable method of evaluating desired contractor performance. This metric measures the average amount of time required to insert qualified surge capability into the workforce.* The following table provides success criteria.

Outstanding	**90- 100 score**	**Less than 10 days**
Excellent	**76 - 89 score**	**11 to 15 days**
Good	**51 - 75 score**	**16 to 20 days**
Satisfactory	**26 - 50 score**	**21 to 25 days**
Unsatisfactory	**0 - 25 score**	**Greater than 25days**

Exceptions: This criteria applies to CSC and subs and is based on availability of funds and Government authority to proceed.

*If no "surge capability" is required during an evaluation period, the award fee allocated to this criteria shall be re-assigned to the criteria at paragraph 3.2.1.3.1.

3.2.2 DELETED

3.2.3 Management (30%)

The Management area includes the following elements.

3.2.3.1 Personnel/Team Management (20%)

3.2.3.1.1 Subjective Evaluation (50% of Personnel/Team Management)

LTAP personnel/team management is the contractor's ability to provide effective leadership and management functions, which result in a motivated and successful LTAP team. LTAP personnel/team management includes the ability to provide functional area cross communication between SETA LTAP teams to facilitate overall GMD communications. Do the personnel skills, staffing levels, and resources meet or exceed contractual requirements and are they properly utilized? Has the contractor made suggestions on methods the JPO (Contractor and Government) can incorporate to improve internal communications? Do LTAP team members understand or are aware of activities with other LTAPs that may ultimately relate to their functional areas? Is the contractor responsive to governmental requests to fill key support billets on short notice?

3.2.3.1.2 Objective Metric (50% of Personnel/Team Management)

This represents a quantifiable method of evaluating desired contractor performance. This metric measures the average amount of time positions are vacant. This metric is stated with the understanding that CSC cannot initiate the staff call process without the Government PI approving the position description. The following table provides success criteria.

Outstanding	**90 - 100 score**	**Less than 30 days**
Excellent	**76 - 89 score**	**31 to 35 days**
Good	**51 - 75 score**	**36 to 40 days**
Satisfactory	**26 – 50 score**	**41 to 45 days**
Unsatisfactory	**0 - 25 score**	**Greater than 50 days**

Exceptions: In the case of new OSS positions, Government holds placed on positions or performance based removals; the success criteria will be evaluated from the duration of the staff call release until vacancy filled.

3.2.3.2 LTAP Contract Management (10%)

3.2.3.2.1 Subjective Evaluation (50% of Contract Management)

LTAP Contract management is the contractor's ability to meet LTAP contractual requirements. Does the contractor provide timely and accurate responses to LTAP contract requirements including reporting and security requirements? Does the contractor effectively manage and provide timely, accurate direction to its sub-contractors?

3.2.3.2.2 Objective Metric (50% of Contract Management)

This represents a quantifiable method of evaluating desired contractor performance. This metric measures the timely delivery of a fully acceptable Monthly Status Report. The following table provides success criteria.

Outstanding	**90 - 100 score**	**Delivery on or before the 20th of month**
Excellent	**76 - 89 score**	**22nd of month**
Good	**51 75 score**	**24th of month**
Satisfactory	**26 - 50 score**	**26th of month**
Unsatisfactory	**0 - 25 score**	**After end of month (late)**

3.2.4. Cost Performance (10 %)

3.2.4.1. Subjective Evaluation (50% of Cost Performance)

Cost Performance includes "monitoring" of LTAP contract costs and recording LTAP cost data, analyzing the data in order to take corrective action before it's too late, and developing ways to be more cost efficient. Are costs on track and essentially within the estimated cost of the LTAP contract; are there few or no unanticipated cost increases? Are monthly reports self-explanatory and submitted without errors? Do cost controls result in savings?

3.2.4.2. Objective Metric (50% of Cost Performance)
This represents a quantifiable method of evaluating desired contractor performance. This metric measures the timely delivery of an accurate Funds and Labor Hours Expenditure Report (FLHER). The following table provides success criteria..

Outstanding	**90 - 100 score**	**Delivery on or before the 20th of month**
Excellent	**76 - 89 score**	**22nd of month**
Good	**51 - 75 score**	**24th of month**
Satisfactory	**26 -50 score**	**28th of month**
Unsatisfactory	**0 - 25 score**	**After end of month (late)**

4.0 EVALUATION SCORE AND AWARD FEE EARNED

The PRB will rate/score the individual elements of section 3.2. The overall recommended Period Evaluation Rating/Score, is a weighted average of each Evaluation Performance Area rating.

The FDO has the sole authority to determine the contractor's performance rating and thus award fee amount. The FDO may accept, reject or modify the PRB's recommendation based on the FDO's assessment of all factors seen by the FDO from a total program perspective.

Award fee will only be earned for performance that is evaluated at a level greater than satisfactory. Therefore, conversion of the overall rating determination shall be accomplished by computing two percentage points of the performance award fee for every point of the overall rating over 50. For example, an overall rating of 65 would result in a 30 percent of the award fee earned (65 - 50 = 15 x 2% = 30%). Similarly, an overall rating of 88 would result in a percentage of 76 percent of the award fee earned.

5.0 EVALUATION PROCESS

5.1 Award Fee Evaluation Periods

Award fee performance evaluation periods and fee pool amounts for each period are established in Section B of the contract. The contractor's performance will be evaluated every six months in accordance with the end dates for each award fee period; award fee evaluation periods will commence the day after the completion date of the previous evaluation period. The Government reserves the right to adjust the award fee pools based on the planned effort for each period.

5.2 Interim Performance Assessment

The FDO may determine an interim non-rated performance assessment(s) be provided to the contractor during the evaluation period. An interim assessment provides the contractor with feedback concerning any contract performance problems and offers the opportunity for the contractor to clarify any misunderstandings and/or take early corrective action. The need for such feedback will vary according to the circumstances involved. The Government's failure to provide interim feedback shall not preclude the Government from considering any performance deficiency that occurred during the period in determining the contractor's overall performance for that period.

5.3 Notional Schedule

Time from	

Period End	Event
-1 week	PRB Secretary distributes schedule and evaluation material to PRB.
0	End of Award Fee Period.
1 week	If requested, contractor provides self-assessment to PRB.
2 weeks	Evaluators provide evaluation material to PRB Secretary.
<3 weeks	PRB Secretary rolls-up evaluation scores/comment and provides them to PRB members.
3 weeks	Contractor Cost Performance self-assessment and PRB Deliberations.
<4 weeks	PRB Chairperson presents PRB recommendations to FDO.
4 weeks	FDO signs Award Fee decision letter and PCO issues Award Fee contract modification.
5 weeks	PRB Chairperson debriefs the contractor on Award Fee results.

5.4 Contractor Self-Assessments

5.4.1 Performance Self-Assessment

The PRB Chairperson may ask the contractor to provide a self-assessment of each LTAP's performance in the form of a written report (not-to-exceed (NTE) 5 pages/LTAP), an oral presentation (NTE 90 minutes for the entire presentation), or both a written and oral presentation. The self-assessment shall include, but not necessarily be limited to, the following:

a. Synopsis of the completed and on-going (with status) contract efforts.
b. Assessment (Section 3.1 rating) of performance relative to each Evaluation Performance Area (Section 3.2), objectively identifying strengths, weakness and areas of improvements.
c. Discussion of any specific government or contractor related factors impacting performance.

5.4.2 Cost Performance Self-Assessment

The PRB Chairperson may ask the contractor to provide a self-assessment of each LTAP's cost performance in the form of a written report (NTE 5 pages/LTAP), an oral presentation (NTE 30 minutes), or both a written and oral presentation. The self-assessment shall include, but not limited to, the following:

a. Synopsis of the completed and on-going (with status) cost management efforts.
b. Summary cost analysis and comparison of the budget cost of work performed against actual cost of work performed, with a variance analysis and discussion of any areas of possible overrun.
c. Discussion of any specific government or contractor related factors impacting performance.

Typically, the Cost Performance Self-Assessment is presented to the PRB immediately prior to the government-only PRB Deliberations.

5.5 Contractor Notification

The FDO will notify the contractor of the award fee score by letter. The letter will include: a) pertinent Government observations concerning performance during the period, b) areas requiring corrective action, c) disposition of unearned award fee and d) changes in criteria or weighting of criteria for the next award fee period. A summary narrative report highlighting the contractor's strengths and weaknesses as well as the evaluators' comments will be furnished to the contractor as an attachment to the letter.

The PRB Chairperson may offer the contractor the opportunity to meet with the FDO/Chairperson of the PRB to discuss any evaluation comments or issues resulting from the evaluation process.

6.0 AWARD FEE ADMINISTRATION

6.1 Potential Award Fee

The potential amount of award fee available for payment for each performance evaluation period is set forth in the Section B paragraph of the contract entitled "Payment of Award Fee." The amount actually authorized for payment shall be determined unilaterally by the FDO subject to the following:

a. No award fee shall be paid for performance which does not exceed "satisfactory."
b. Unless expressly stated otherwise in the applicable contract modification, changes to the contract that result in increases in the total estimated cost will not increase the potential award fee for any given period.
c. The FDO may elect to roll forward 0% to 100% of the unearned award fee to the general award fee pool or to a specific area of government interest. The previous period's score letter will provide disposition of unearned award fee. The unearned award fee may only be rolled forward to the immediate subsequent period and any further unearned fee cannot be rolled forward again.

6.2 Payment

Payment of award fee will be authorized by the Government's unilateral modification of the contract, issued by the PCO upon written notification from the FDO of the amount of award fee earned for the period. Payment of any performance award fee awarded to the contractor will not be subject to the provisions of the "Allowable Cost and Payment", "Limitation of Funds" and "Termination" clauses of this contract. The contractor may submit vouchers for award fee to which entitled upon receipt of the contract modification.

6.3 Award Fee Plan Changes

Changes to this Award Fee Plan may be proposed by either of the parties. Changes in criteria or weighting of criteria for the next award fee evaluation period may be made unilaterally by the Government in accordance with the procedures described in Section 5.5 of this Award Fee Plan.