AWARD/CONTRACT

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

RATING: DX-C9

PAGE 1 OF PAGES 32

2. CONTRACT (Proc. Inst. Ident.) NO.: HQ0006-05-C-0027

3. EFFECTIVE DATE: 01 Oct 2005

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.: SEE SCHEDULE

5. ISSUED BY — CODE HQ0006
MISSILE DEFENSE AGENCY (MDA)
CONTRACTS DIRECTORATE
7100 DEFENSE PENTAGON
WASHINGTON DC 20301-7100

6. ADMINISTERED BY (If other than Item 5) — CODE S2404A
DCMA MANASSAS
10500 BATTLEVIEW PARKWAY, SUITE 200
MANASSAS VA 22110-2342

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code)
CACI DYNAMIC SYSTEMS, INC.
WAYNE MAYBACH
14151 PARK MEADOW DR
CHANTILLY VA 20151

CODE 0FJH5 — FACILITY CODE

8. DELIVERY
[ ] FOB ORIGIN [X] OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

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

11. SHIP TO/MARK FOR — CODE
See Schedule

12. PAYMENT WILL BE MADE BY — CODE SC1034
DFAS-COLUMBUS CENTER
DFAS-CO-JSC/CAPITOL
P.O. BOX 182263
COLUMBUS OH 43218-2263

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

14. ACCOUNTING AND APPROPRIATION DATA
See Schedule

15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE SCHEDULE				

15G. TOTAL AMOUNT OF CONTRACT $7,651,529.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 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)
Wayne T. Maybach, Senior Contract Manager

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

19C. DATE SIGNED: 10/07/2005

20A. NAME AND TITLE OF CONTRACTING OFFICER
John B. Richardson
TEL: 703-882-6431 EMAIL: barry.richardson@mda.mil

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

20C. DATE SIGNED: 10/12/05

Section B - Supplies or Services and Prices

ITEM NO 0001	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
		[redacted]	Manmonth		

Services in Support of MDA/CT

CPFF

Services in support of MDA/CT in accordance with the Statement of Work (SOW) (Attachment 1) to provide the equivalent of [redacted] man-years (MY) of effort and services on a monthly basis for a period of 12 months.

ESTIMATED COST	[redacted]
FIXED FEE	
TOTAL EST COST + FEE	
Funded Amount	$0.00

FOB: Destination

ITEM NO 000101	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

INCREMENTAL FUNDING FOR CLIN 0001

CPFF

PURCHASE REQUEST NUMBER: 51941, BASIC

ESTIMATED COST	$0.00
FIXED FEE	$0.00
TOTAL EST COST + FEE	$0.00
ACRN AA Funded Amount	[redacted]

FOB: Destination

ITEM NO 000102	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE.	AMOUNT

Incremental Funding for CLIN 0001

CPFF

PURCHASE REQUEST NUMBER: 60630, BASIC

ESTIMATED COST	$0.00
FIXED FEE	$0.00
TOTAL EST COST + FEE	$0.00
ACRN AC Funded Amount	[redacted]

FOB: Destination

ITEM NO 000103	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INCREMENTAL FUNDING FOR CLIN 0001 CPFF PURCHASE REQUEST NUMBER: N0001906MP02600, BASIC				
				ESTIMATED COST	$0.00
				FIXED FEE	$0.00
				TOTAL EST COST + FEE	$0.00
	ACRN AE Funded Amount				$24,219.00

FOB: Destination

ITEM NO 000104	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INCREMENTAL FUNDING FOR CLIN 0001 CPFF PURCHASE REQUEST NUMBER: N6053006MP00120, BASIC				
				ESTIMATED COST	$0.00
				FIXED FEE	$0.00
				TOTAL EST COST + FEE	$0.00
	ACRN AF Funded Amount				

FOB: Destination

ITEM NO 0002	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
			Dollars, U.S.		
	Other Direct Costs (ODC) COST ODCs to support MDA/CT in accordance with the SOW (Attachment 1) and H-25 Stay Pay Premium.				
				ESTIMATED COST	
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201	INCREMENTAL FUNDING FOR CLIN 0002 COST PURCHASE REQUEST NUMBER: 51942, BASIC				
				ESTIMATED COST	$0.00
	ACRN AB Funded Amount				

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000202	Incremental Funding for CLIN 0002 COST PURCHASE REQUEST NUMBER: 60634, BASIC				
				ESTIMATED COST	$0.00
	ACRN AD Funded Amount				

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Contract Data Requirements List (CDRL)		Lot		

CPFF

Provide data and reports for CLINS 0001, 0002, and 0004 in accordance with the CDRL, DD Form 1423-1.

This CLIN is Not Separately Priced

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004			Labor Hours		
	Special Studies/Technical Task Orders				
	COST				
	Special Studies as directed in Technical Task Orders in accordance with the SOW for a period of 12 months.				
				ESTIMATED COST	$0.00
	Funded Amount				$0.00

FOB: Destination

CLAUSES INCORPORATED BY FULL TEXT

B-01 LINE ITEM DESCRIPTION (MAY 2005)

In accordance with this contract, the Contractor shall furnish all materials, labor, equipment and facilities, except as specified herein to be furnished by the Government, and shall do all that which is necessary or incidental to the satisfactory and timely performance of the following: CLINs 0001, 0002, 0003, and 0004 as stated above.

B-02 ESTIMATED COST AND FIXED FEE (MAY 2005)

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

Estimated Cost:
Fixed Fee:
Estimated Cost-Plus-Fixed-Fee: $ 7,651,529

B-03 CONTRACT TYPE (MAY 2005)

This is a Cost-Plus-Fixed Fee (CPFF) contract with a twelve (12) months base period as specified in Section B and other related Sections, Attachments and Exhibits.

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

C-01 SCOPE OF WORK (MAY 2005)

The Contractor shall perform the work specified in the Statement of Work (SOW) (Attachement 1) or other Attachments and Exhibits in Section J of this contract. The Contractor shall provide all necessary materials, labor, equipment and facilities incidental to the performance of this requirement.

C-02 REPORTS AND OTHER DELIVERABLES (MAY 2005)

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

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

c. Reports shall be submitted electronically in accordance with the attached Contract Data Requirements List, DD Form 1423-1, submission requirements. For reports that are unable to be submitted electronically, 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
- PROGRAM'S DESCRIPTION (INCLUDING 2 LETTER CODE)/PROGRAM MANAGER
- CONTRACTOR'S POINT OF CONTACT NAME AND PHONE NUMBER

e. All reports generated under this contract shall 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."

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

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-01 PACKAGING AND MARKING OF TECHNICAL DATA (MAY 2005)

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

Section E - Inspection and Acceptance

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	Government
000101	N/A	N/A	N/A	Government
000102	N/A	N/A	N/A	Government
000103	N/A	N/A	N/A	Government
000104	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
000201	N/A	N/A	N/A	Government
000202	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

E-01 INSPECTION AND ACCEPTANCE (MAY 2005)

Final inspection and acceptance of the work called for herein shall be by the designated Contracting Officer's Representative (COR) or by the cognizant contract administration office representative at:

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

Final inspection and acceptance of all data items shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423-1, Exhibits A.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2005 TO 30-SEP-2006	N/A	N/A FOB: Destination	
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
000103	N/A	N/A	N/A	N/A
000104	N/A	N/A	N/A	N/A
0002	POP 01-OCT-2005 TO 30-SEP-2006	N/A	N/A FOB: Destination	
000201	N/A	N/A	N/A	N/A
000202	N/A	N/A	N/A	N/A
0003	POP 01-OCT-2005 TO 30-SEP-2006	N/A	N/A FOB: Destination	
0004	POP 01-OCT-2005 TO 30-SEP-2006	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

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

CLAUSES INCORPORATED BY FULL TEXT

F-01 DELIVERY SCHEDULE/PERIOD OF PERFORMANCE (MAY 2005)

For Base Period:

a. The Contractor shall accomplish the work required by CLINs 0001, 0002, 0003, and 0004 for the SOW for a period of twelve (12) months after the effective date of the contract.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9750400.2520 40603882C 2523 012123 BMDO0156431941
AMOUNT: [redacted]

AB: 9750400.2520 40603882C 2523 012123 BMDO0156431942
AMOUNT: [redacted]

AC: 9760400.2520 6 BM 2520 40603890C00 2512 S12135 MD6060306C0630 620284
AMOUNT: [redacted]

AD: 9760400.2520 6 BM 2520 40603890C00 2512 S12135 MD6060306C0634 620284
AMOUNT: [redacted]

AE: 1751506 Y5C8 253 00 019 0 050119 2D 000000 PMA265IC2950 050119
AMOUNT: [redacted]

AF: 97X4930 NH2C 252 77 777 0 054219 2F 000000 011686480010 054219
AMOUNT: [redacted]

CLAUSES INCORPORATED BY FULL TEXT

G-01 CONTRACT ADMINISTRATION (MAY 2005)

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

(a) CONTRACTING OFFICERS

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

The point of contact for all contractual matters is:

Name: John B. Richardson
Organizational Code: MDA/CTS
Telephone Number: (703) 882-6431
E-Mail Address: Barry.Richardson@mda.mil

(b) CONTRACTING OFFICER'S REPRESENTATIVE

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

The COR under this contract is:

Name: Karen Beveridge
Organizational Code: MDA/CTR
Telephone Number: (703) 882-6629
E-Mail Address: Karen.Beveridge@mda.mil

(c) The Contracting Officer shall provide the following contractor information for the EDA POC and contract administration, and make it a part of Contract Administration for the contract. In addition, the contractor shall update this information, when necessary, after contract award.

Name of Company EDA POC: [redacted]

E-Mail Address: [redacted]

Telephone No.: [redacted]

The point of contact on matters pertaining to contract audits is as follows:

Name: [redacted]

Title: [redacted]

Telephone No.: [redacted]

G-02 IDENTIFICATION OF CORRESPONDENCE (MAY 2005)

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

G-03 REMITTANCE ADDRESS (MAY 2005)

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

[redacted]

G-04 PATENT INFORMATION (MAY 2005)

Patent information, in accordance with FAR 52.227-11, "Patent Rights -- Retention by the Contractor (Short Form)," or 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, MDA/GC
7100 Defense Pentagon
Washington, DC 20301-7100

G-05 SUBMISSION OF PAYMENT REQUESTS USING WIDE AREA WORK FLOW - RECEIPT AND ACCEPTANCE (WAWF-RA) (JUN 2005)

a. Requirement for Electronic Payment Requests by WAWF-RA

1. The Contractor shall submit all payment requests electronically in accordance with FAR Part 32. As prescribed in DFARS clause 252.232-7003, Electronic Submission of Payment Requests, contractors shall submit all payment requests in electronic form unless the exception in the DFARS clause applies. Paper copies will no longer be processed for payment.

2. To facilitate electronic submission, contractors shall submit all payment requests through the Wide Area Work Flow-Receipt and Acceptance (WAWF-RA) System at https://wawf.eb.mil using the appropriate Service Acceptor's DoDAAC (MDA's (NCR) is HQ0006; JNIC is H95001). When using WAWF-RA, the contractor will inform the Contracting Officer's Representative (COR) or designee via e-mail that a WAWF document has been submitted for approval.

3. In accordance with Appendix F of the DFARS, at the time of each delivery of supplies or services under this contract, the contractor shall prepare and furnish to the Government the WAWF-RA electronic form in lieu of a paper copy Material Inspection and Receiving Report (MIRR), DD Form 250.

4. When requesting final payment, the Contractor must establish compliance with all terms of the contract by submitting a Final Receiving Report through WAWF-RA, or Letter of Transmittal, as applicable.

5. The WAWF Training Links are located on the Internet at https://wawf.eb.mil under "About WAWF".

6. Questions regarding the use of the system are to be directed to the WAWF Help Desk:

DISA WESTHEM
Area Command Ogden
Customer Service Center
CONUS ONLY: 1-866-618-5988
COMMERCIAL: 801-605-7095
DSN: 338-7095
FAX COMMERCIAL: 801-605-7453
FAX DSN: 388-7453
cscassig@ogden.disa.mil

b. Submission of Invoices under Fixed Price Type Contracts

1. "Invoice" as used in this paragraph does not include the contractor's requests for progress payments.

2. The use of WAWF-RA electronic form and invoice are in accordance with DFARS Appendix F.

3. In addition to the requirements of the Prompt Payment clause of the contract, the contractor shall cite on each invoice the contract line item (CLIN); the contract subline item number (SUBCLIN), if applicable; the accounting classification reference number (ACRN), and the payment terms.

4. The contractor shall prepare either:

_____ a separate invoice for each activity designated to receive the supplies or services or
_____ a consolidated invoice covering all shipments delivered under an individual order.

5. If acceptance is at origin, the contractor shall submit the WAWF-RA electronic form or other acceptance verification directly to the designated payment office.

6. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

c. Submission of Vouchers under Time and Materials and Cost Type Contracts

1. Contractors approved under the Defense Contract Audit Agency's (DCAA) direct billing program may submit the first and subsequent interim vouchers directly to the disbursing office. Contractors participating in the direct billing program must provide a copy of the first interim voucher to the cognizant DCAA office within 5 days of its submission to the disbursing office.

2. Upon written notification to the contractor, DCAA may rescind the direct submission authority. Upon receipt of the notice to rescind the direct submission authority, the contractor will immediately begin to submit invoices for the affected contracts to DCAA.

3. When authorized by the DCAA in accordance with DFARS 242.803(b)(i)(C), the contractor may submit interim payment requests. Such authorization does not extend to the first and final vouchers. Vouchers requesting interim payments shall be submitted no more than once every two weeks. For indefinite delivery type contracts, interim payment requests shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 90 calendar days between performance and submission of an interim payment request.

4. The contractor agrees to segregate costs incurred under this contract at the level of performance, either task or subtask, or CLIN or SUBCLIN, rather than on a total contract basis, and to submit vouchers reflecting costs incurred at that level. Vouchers shall contain summaries of work charged during the period covered, as well as overall cumulative summaries for all work invoiced to date, by line item, subline item, task or subtask. Delivery orders will be segregated by individual order.

5. The contractor shall submit the final voucher to the cognizant DCAA office and ACO, if applicable.

G-06 ALLOTMENT OF FUNDS (MAY 2005)

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

CLIN 0001:

Estimated funds exhaustion date: 28 Feb 06

CLIN 0002: [redacted]
Estimated funds exhaustion date: 28 Feb 06

CLIN 0004: $TBD
Estimated funds exhaustion date: Insert Date

G-07 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (MAY 2005)

CLIN(s) 0001, 0002, and 0004 may be funded by multiple accounting classifications. The Contractor shall segregate cost and submit vouchers as required by provision G-05, Submission of Payment Requests Using Wide Area Work Flow – Receipt and Acceptance (WAWF-RA). The Defense Finance and Accounting Service (DFAS) shall make payments from those Accounting Classification Record Numbers (ACRNs) assigned each CLIN as described in provision G-09, Accounting and Appropriation Data.

G-08 PAYMENT OF FIXED FEE (ORDERING – LEVEL OF EFFORT) (MAY 2005) (MOD)

The Government will make payments to the Contractor when requested as work progresses in accordance with Federal Acquisition Regulation (FAR) 52.216-7 and provision H-01 Level of Effort (LOE) and Completion Orders – Fee Determination (MAY 2005). The Contractor shall invoice the fee separately and submit such invoices to the MDA Contracting Officer's Representative (COR) for verification of the percentage of man-months delivered for the billing period. Each invoice for fee shall contain a statement by the Contractor as to the cumulative percentage of man-months performed and the cumulative percentage of fee invoiced. Each invoice for fee shall contain a statement by the Contractor as to the cumulative percentage of work performed and the cumulative percentage of fee invoiced. Fee shall be payable, subject to other provisions of FAR 52.216-8, "Fixed Fee," in amounts commensurate with the percentage of work performed. In no case shall the cumulative amount of the fee invoiced, when expressed as a percentage of the total fixed fee for the applicable CLIN, exceed the cumulative percentage of man-months delivered for that CLIN (as verified by the MDA COR) at the end of the billing period.

G-09 ACCOUNTING AND APPROPRIATION DATA (MAY 2005)

CLIN 0001:

ACRN: AA
ACCT CLASS: 9750400.2520 40603882C 2523 012123 BMDO0156431941
AMOUNT: [redacted]
TOTAL ACRN:

CLIN 0002:

ACRN: AB
ACCT CLASS: 9750400.2520 40603882C 2523 012123 BMDO0156431942
AMOUNT: [redacted]
TOTAL ACRN:

CLIN 0001:

ACRN: AC
ACCT CLASS: 9760400.2520 6 BM 2520 40603890C00 2512 S12135 MD6060306C0630
620284
AMOUNT:
TOTAL ACRN:

CLIN 0002:

ACRN: AD
ACCT CLASS: 9760400.2520 6 BM 2520 40603890C00 2512 S12135 MD6060306C0634
620284
AMOUNT:
TOTAL ACRN:

CLIN 0001:

ACRN: AE
ACCT CLASS: 1751506 Y5C8 253 00 019 0 050119 2D 000000 PMA265IC2950 050119
AMOUNT:
TOTAL ACRN:

CLIN 0001:

ACRN: AF
ACCT CLASS: 97X4930 NH2C 252 77 777 0 054219 2F 000000 011686480010 054219
AMOUNT:
TOTAL ACRN:

G-10 SEGREGATION OF COSTS (MAY 2005)

For CLIN(s) 0001, 0002, and 0004, vouchers shall contain actual hours and costs by cost element (cost elements shall be at the lowest level of identification/ discrimination consistent with the Contractor's cost accounting system) and overall cumulative summaries of all work vouchered to date.

G-12 TAXPAYER IDENTIFICATION NUMBER (TIN) (SEP 2005)

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

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

H-01 LEVEL OF EFFORT (LOE) AND COMPLETION ORDERS – FEE DETERMINATION (MAY 2005)

a. In the performance of this contract, the Contractor shall provide man-months. Man-months are defined as actual PRIME AND SUBCONTRACTOR (INCLUDING CONSULTANTS) work hours exclusive of vacation, hoiday, sick leave and other absences. A man-month consists of [redacted] work hours.

b. It is understood and agreed that the rate of man-months per month may fluctuate in pursuit of the technical objective, provided that such fluctuation does not result in the utilization of the total labor man-months of effort prior to the expiration of the term thereof, and it is further understood and agreed that the number of man-months of effort for any classification may fluctuate if necessary in performance of the work, provided that the aggregate mix of labor remains substantially the same.

c. The fixed fee in paragraph B-2 is based on furnishing the maximum quantity of man-months. If at the end of each contract period the Government has ordered and/or the Contractor has delivered less than the maximum quantity of man-months, the fixed fee shall be automatically adjusted and shall be reduced in proportion to the ratio of the man-months actually delivered to the maximum contract man-months:

Man-months delivered / Total Maximum man-months X Maximum Fixed Fee = Adjusted Fixed Fee

d. Nothing in this provision shall be construed to constitute authorization for the work not in accordance with the "LIMITATION OF FUNDS" provision of the contract.

H-05 AUTHORIZED TRAVEL AND TRAVEL COSTS AS SPECIFIED UNDER A TRAVEL CLIN (MAY 2005)

a. Travel. All contractor travel (non-local) that is directly billed under this contract as a specific travel CLIN (other than extended commuting travel as defined under paragraph c. below) must be approved in advance in writing by the COR and by the Procuring Contracting Officer (PCO) using MDA Form 110 (dated March 2001).

b. Extended Commuting Travel.

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

(2) Extended commuting travel may be authorized for up to 90 days at a time and must be authorized in advance as stated in b. (1) above.

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

H-06 INSURANCE (MAY 2005)

In accordance with FAR Part 28.307-2, 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	$500,000 per occurrence
Automobile Liability (Comprehensive)	
Bodily Injury per person	$200,000
Bodily Injury per accident	$500,000
Property Damage per accident	$ 20,000

H-08 PUBLIC RELEASE OF INFORMATION (MAY 2005)

a. The policies and procedures outlined herein apply to information submitted by the Contractor and his subcontractors for approval for public release. Prior to public release, all information shall be cleared as shown in the "National Industrial Security Program Operations Manual" (DoD 5220.22-M). At a minimum, these materials may be technical papers, presentations, articles for publication and speeches or mass media material, such as press releases, photographs, fact sheets, advertising, posters, compact discs, videos, etc.

b. All materials which relate to the work performed by the contractor under this contract shall be submitted to MDA for review and approval prior to release to the public. Subcontractor public information materials shall be submitted for approval through the prime contractor to MDA.

c. The MDA review and approval process for contractors working under an MDA contract starts with the contracting officer's representative (COR) when they are located at the MDA National Capital Region (NCR—address same as paragraph j. below), and the contracting officer (who signed contract on cover sheet for contract award, or designated replacement) for all other contracts.

(1) The contractor shall request a copy of MDA form "Clearance Request For Public Release of Information" (.pdf format) or any superseding form from the MDA COR or contracting officer (when COR is external to MDA NCR).

(2) The contractor shall complete Blocks 1, 2, 3 and 6 of the Clearance Request form (or comply with the instructions of any superseding form) and submit it with materials to be cleared to the COR (see paragraph j. below). If the information was previously cleared, provide the Public Release Case Number if available and a copy of the previous document highlighting the updated information.

(3) The COR may affirm "public releaseability" by signing the Statement of Certification in Block 7 of the Clearance Request.

(4) The COR will forward the Clearance Request with the materials to be cleared to the MDA designated point of contact for Block 8 approval and submission of package to MDA/DC.

(5) The MDA COR or contracting officer (when COR is external to MDA NCR) will notify the contractor of the agency's final decision regarding the status of the request.

d. The contractor shall submit the following to the COR at least 60 days in advance of the proposed release date:

(1) Seven (7) copies of each item.
(2) Written statement, including:
(a) To whom the material is to be released
(b) Desired date for public release
(c) Statement that the material has been reviewed and approved by officials of the contractor or the subcontractor, for public release, and
(d) The contract number.

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

f. Outlines, rough drafts, marked-up copy (with handwritten notes), incorrect distribution statements, FOUO information, export controlled or ITAR information will not be accepted or cleared.

g. Abstracts or abbreviated materials may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, clearance of abstracts or abbreviated materials does not satisfy the requirement for clearance of the entire paper.

h. The MDA Director of Communications (MDA/DC) is responsible for coordinating the public release review. MDA/DC will work directly with the COR if there are questions or concerns regarding submissions. MDA/DC will not work with contractors who have not gone through their COR.

i. Once information has been cleared for public release, it is in the public domain and shall always be used in its originally cleared context and format. Information previously cleared for public release but containing new, modified or further developed information must be submitted again for public release following the steps outlined in items a. through h. above.

j. Due to time and screening constraints, it is recommended that all "public release" packages submitted to MDA be forwarded by a commercial overnight delivery service, addressed as follows:

Missile Defense Agency/CT
Attn: Nancy Cunningham
1301 Southgate Road
Arlington, VA 22202

H-09 ORGANIZATIONAL CONFLICT OF INTEREST (OCI) (MAY 2005)

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

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

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

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

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

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

(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 conflicts 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 for each MDA, Ballistic Missile Defense (BMD), and BMD-related contract or subcontract (if there is a potential conflict of interest; form shall be requested from the Procuring Contracting Officer).

(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 from 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/SOO or specification 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(s) or representation(s).

H-10 ENABLING CLAUSE FOR BMD INTERFACE SUPPORT (MAY 2005)

a. It is anticipated that, during the performance of this contract, the Contractor will be required to support Technical Interface/Integration Meetings (TIMS) with other Ballistic Missile Defense (BMD) Contractors and other Government agencies. Appropriate organizational conflicts of interest clauses and additional costs, if any, will be negotiated as needed to protect the rights of the Contractor and the Government.

b. Interface support deals with activities associated with the integration of the requirements of this contract into BMD system plans and the support of key Missile Defense Agency (MDA) program reviews.

c. The Contractor agrees to cooperate with BMD Contractors by providing access to technical matters, provided, however, the Contractor will not be required to provide proprietary information to non-Government entities or personnel in the absence of a non-disclosure agreement between the Contractor and such entities.

d. The Contractor further agrees to include a clause in each subcontract requiring compliance with paragraph c. above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of its responsibility to manage its subcontracts effectively, nor is it intended to establish privity of contract between the Government and such subcontractors.

e. Personnel from BMD Contractors or other Government agencies or Contractors are not authorized to direct the Contractor in any manner. The Contractor agrees to accept technical direction as follows: Whenever it becomes

necessary to modify the contract and redirect the effort, a change order signed by the Contracting Officer, or a supplemental agreement signed by both the Contracting Officer and the Contractor, will be issued.

f. This clause shall not prejudice the Contractor or its subcontractors from negotiating separate organizational conflict of interest agreements with BMD Contractors; however, these agreements shall not restrict any of the Government's rights established pursuant to this clause or any other contract.

H-11 MDA VISIT AUTHORIZATION PROCEDURES (MAY 2005)

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

Office of the Secretary of Defense
Missile Defense Agency, MDA/ACC
7100 Defense Pentagon
Washington, DC 20301-7100
Telephone No.: (703) 697-8204 Facsimile No.: (703) 693-1526

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

H-12 CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS (MAY 2005)

a. To maintain the security of the MDA spaces and information systems, the Contractor shall notify the COR in writing whenever a prime or subcontractor employee included on the current Visit Authorization Request/Letter no longer supports this contract. This requirement shall apply to both Contractor and employee initiated termination of services and to temporary suspension of services.

b. The contractor will cooperate with COR in taking the following actions (facilitating the employee's return of all badges, keycards, and passes). Specifically, upon notification, the COR will work with the Technical Area Security Officer (TASO)/Office Security Manager (OSM) to ensure timely action to:

(1) remove the employee from the current Visit Authorization Request/Letter;

(2) cancel the MDA badge, keycard and Pentagon Pass issued pursuant to the Visit Authorization Request/Letter; and

(3) terminate the MDA LAN account/access privileges.

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

H-13 ACQUISITION OF FACILITIES (MAY 2005)

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. In no case shall the cost to the Government for leased facilities, acquired under this contract, exceed the constructive cost of ownership. 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-14 PERSONNEL QUALIFICATIONS (MAY 2005)

a. The Contractor shall promptly notify the Contracting Officer and Contracting Officer's Representative prior to making any changes in key staff. If replacing key staff the Contractor shall adhere to the following: (1) replacement person's qualifications are equal to or better than the qualifications of the person being replaced; or (2) the added person's qualifications are equal to or better than the core capabilities of this contract. Key staff positions are contained in Attachment 5.

b. All Contractor notifications must provide the name and departure date for the incumbent leaving, a complete resume for the proposed substitute, and any other pertinent information requested by the Contracting Officer. The Government shall be provided the opportunity to review the proposed substitution regarding qualifications, security matters or any other concerns which could, in its opinion, affect performance under this contract.

c. This clause does not, in any way, abrogate the contractor's authority to hire or assign personnel as it sees fit, or its responsibility to fill key positions with qualified personnel.

H-16 CONTRACTOR ACCESS TO PLANNING, PROGRAMMING, BUDGETING AND EXECUTION (PPBE) DATA (MAY 2005)

a. In order to perform the requirements of this contract, the Contractor shall be required to receive, review, analyze, and prepare (hereinafter shall be referred to as "process") reports/data which contain Government Planning, Programming, Budgeting, and Execution (PPBE) data. However, the Missile Defense Agency is authorized to release PPBE data to the Contractor only after compliance with the provisions of this clause has been met. Additionally, the Contractor is also required to comply with the provisions of MDA Directive 7045.01, "Contractor Access to Planning, Programming, Budgeting, and Execution (PPBE) Data" where applicable.

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

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

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

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

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

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

c. PPBE data is defined as: Current or future Planning, Programming, Budgeting and Execution (PPBE) data regarding any activity relating to the MDA Program or any of its projects regardless of the funding source or date of the document.

(1) Planning data defines the national military strategy; integrates the military forces necessary to accomplish that strategy; prioritizes the resources for effectively accomplishing the mission; and provides decision options.

(2) Programming data reflects the systematic analysis of missions and objectives to be achieved, alternative methods, and effective allocation of limited resources.

(3) Budgeting data are detailed financial estimates of the MDA Program or any of its related projects.

(4) Execution data relates to the recording of expenditures that document how the funds were spent.

d. The following list of documents (which is exemplary but not all inclusive) obtained from DoD Directive 7045.14, "The Planning, Programming and Budgeting System (PPBS)", May 22, 1984 and other sources are considered PPBE documents:

(1) PLANNING

(a) Strategic Planning Guidance (SPG)
(b) Fiscal Guidance (when separate from SPG or Joint Planning Guidance)
(c) Directors' Intent
(d) Technical Planning Guide

(2) PROGRAMING

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

(3) BUDGETING

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

(f) Budget Change Proposals (BCPs)

(4) EXECUTION

(a) DD Form 1414 Base for Reprogramming
(b) DD Form 1416 Report of Programs
(c) Contract Award Reports
(d) DD COMP (M) 1002 Appropriation Status by Fiscal Year Program
(e) FCB Execution Review Documentation

e. The Contractor shall be responsible for informing its personnel (hereinafter includes persons employed by the Contractor as an agent, consultant, or subcontractor) of the provisions of this clause and providing original MDA PPBE certifications "PPBE Non-Disclosure Agreements "(MDA Form 99) (Attachment 7) to the Contracting Officer within fifteen (15) days after the award of this contract. A "PPBE Non-Disclosure Agreement" shall be obtained from each Contractor employee involved in the performance of this contract that requires access to such data. Each individual shall be required to agree to:

(1) Read and comply with the applicable provisions of this clause, the non-disclosure agreement, and the provisions of MDA Directive 7045.01

(2) Handle PPBE data as for official use only.

(3) Ensure PPBE data entrusted to them will ONLY be used in accordance with applicable MDA governing regulations, for the purpose for which it was provided, and within the scope of the Statement of Work.

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

(5) Not transport (by any medium), maintain, or process PPBE data outside a Government facility unless the removal or preparation of such data at the facility is accomplished in accordance with a company's facility plan approved by MDA. (Verification of MDA PPBE-approved contractor facilities and individuals can be obtained from the Contracting Officer.) Authorization to transport PPBE data shall be provided by the Contracting Officer.

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

f. The Contractor shall be responsible for immediately notifying the Contracting Officer in writing of any changes in its personnel with access to PPBE data, such as departures, new employees, or employees who no longer need access to such data under this contract.

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

(1) Information Systems Directorate - all ADP equipment.

(2) Resources Management Facilities Logistics Directorate - all other equipment, such as telefax and reproduction machines, tables, chairs, and mobile and permanent white boards.

h. Processing PPBE data at the Contractor's facility shall be performed only when absolutely essential and processing in Government workspaces is impractical. Prior to the processing of any such data outside of a Government facility or removal of PPBE data from a Government facility, the Contractor shall submit a written plan to the Contracting Officer outlining the procedures for maintaining and safeguarding such data at its facility. The Contractor shall submit its own plan or a plan which meets the general requirements identified in MDA Directive 7045.01 The plan shall be approved in writing by the Contracting Officer prior to removal of any PPBE data from a Government facility or the processing of any such data in the contractor's facility. A Contractor may submit a separate plan for each of its facilities that need to maintain such data or one plan as long as any differences between the procedures followed at each facility are clearly distinguishable in the plan. If an agent, consultant, or subcontractor requires the processing of PPBE data at its facility(s), they also must submit a separate facility plan through the prime Contractor for approval by the Contracting Officer.

NOTE: A plan is not required for Contractor personnel who have been given prior access to PPBE data to transport, process, or maintain such data at a Government or an MDA-approved contractor facility. (Verification of MDA approved Contractor facilities and authorized personnel can be obtained only from the Contracting Officer.)

i. If the Contractor is not required to process PPBE data at its facility(s), the contractor shall inventory all Government documents in its possession. The contractor shall notify the Contracting Officer in writing of such documents and request the method of document disposal. If the requirement to process such data at the contractor's facility(s) changes in the future, compliance with paragraph h above shall be required.

j. The Contractor shall provide training for all employees who require access to PPBE data on the proper handling and disclosure of such data. The contractor shall be responsible for ensuring that persons in their employment that have been granted access to PPBE data understand the consequences of divulging such data. Revealing PPBE data to unauthorized persons may provide other companies with an unfair advantage in future competitions or jeopardize national security interests.

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

H-19 INHERENTLY GOVERNMENTAL FUNCTIONS (MAY 2005)

a. 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 Contracting Officer's Representative (COR). Fact-finding involving foreign governments and necessarily U.S. relations with those governments shall not be performed by the Contractor.

b. The Contractor shall ensure that its employees performing under 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 92-1, it shall immediately inform the Contracting Officer.

H-22 SMALL BUSINESS PARTICIPATION REPORTING REQUIREMENT (MAY 2005)

a. In order to assist MDA in collecting information regarding small business participation in MDA contracts and orders, the Contractor (regardless of whether a small or large business) shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted semi-annually and at contract completion to the Director, Small Business (SB), MDA. The report covers subcontract award data related to this contract/order.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually to the Director, SB, MDA. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector.

b. Please annotate the method by which you plan to provide your submission.

(1) ___ Electronic format through the following website: www.mdasmallbusiness.com

(2) ___ Hardcopy mailed to:

Director, Small Business Missile Defense Agency (SB)
7100 Defense Pentagon
Washington, DC 20301-7100

H-23 CONTRACTOR EMPLOYEE OUT-PROCESSING (MAY 2005)

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

H-24
ALTERNATE LOCATIONS

Contract support work will be performed in Arlington VA. In the event that permanent contract support work is needed in alternate locations during the period of performance, to include, but not limited to, Huntsville AL, Denver CO, and Boston MA, the Contracting Officer will request a separate proposal from the Contractor to cover the alternate location(s).

H-25

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
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 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997) - Alternate II	OCT 1997
52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate II	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special 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
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003

52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	MAR 2005
52.244-5	Competition In Subcontracting	DEC 1996
52.245-5 Alt I	Government Property (Cost-Reimbursement, Time-and-Material, Or Labor-Hour Contracts) (May 2004) Alternate I	JUN 2003
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.250-1 Alt I	Indemnification Under Public Law 85-804 (Apr 1984) - Alternate I	APR 1984
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
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 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision 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
252.222-7000	Restriction On Employment Of Personnel	MAR 2000
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	JUN 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 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
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984
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
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, And Services	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.249-7002	Notification of Anticipated Program Termination or Reduction	DEC 1996
252.251-7000	Ordering From Government Supply Sources	NOV 2004

CLAUSES INCORPORATED BY FULL TEXT

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2004)

(a) Definitions.

"Commercial item", has the meaning contained in Federal Acquistion Regulation 2.101, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://farsite.hill.af.mil

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J - LIST OF DOCUMENTS

DOCUMENT TYPE	DESCRIPTION	PAGES
EXHIBIT A	CDRL (DD Form 1423-1)	9
ATTACHMENT 1	Statement of Work	13
ATTACHMENT 2	OCI Analysis/Disclosure Form	2
ATTACHMENT 3	DD 254	16
ATTACHMENT 4	Labor & Qual Staff Matrix	1
ATTACHMENT 5	PPBE Non-Disclosure Agreement	2

Exhibit A
HQ0006-05-C-0027

CONTRACT DATA REQUIREMENTS LIST

PREPARED BY

MISSILE DEFENSE AGENCY

A. INTRODUCTION

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

B. APPLICABLE DOCUMENTS

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

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

C. AUTHORITIES (BLOCK 4)

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

D. APPROVAL (BLOCK 8)

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

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

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

F. SUPPLEMENTAL INFORMATION

G. DEFINITIONS OF ACRONYMS AND ABBREVIATIONS

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

I. ADDRESSEE LIST

Block 14

Entry	Complete Mailing Address
MDA/IO MDA/CTS, or MDA/RMC/DM	Missile Defense Agency/_____ ATTN: FOB2/ANNEX 7100 Defense Pentagon Washington, DC 20301-7100
DTIC	Defense Technical Information Center ATTN: DTIC-O 8725 John J. Kingman Road, Suite 0944 Fort Belvoir, VA 22060-6218
MDA BIRC	BMD Information Resource Center ATTN: FOB2/ANNEX 7100 Defense Pentagon Washington, DC 20301-7100

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY
0002	A	TDP ____ TM ____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR. NO	F. CONTRACTOR
Contracts Deputate and Contracting Support	HQ0006-05-C-0027	CACI Dynamic Systems Inc

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A001	Technical Report – Study/Services	See Block 16

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MISC-80508/T, Jan 1988	SOW 3.1, 3.2 and 3.3	MDA/CT

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	See Block 16	ASREQ	See Block 16

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
N/A	N/A	See Block 16

16. REMARKS

Block 3: Subtitle will be dictated by the requirements o f the SOW.

Block 9: A distribution statement is required and will be provided by the COR before delivery of the data.

Blocks 10, 12, and 13: Submission frequencies and dates will be dictated by the technical review and issued development/resolution requirements fo the SOW.

Blocks 14: and 15: Delivery shall be by electronic media unless otherwise directed by the PCO. Electronic form shall be compatible with exisitng MDA/CT word processing, spreadsheet, and database applications.

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES: Draft	Final: Reg	Final: Repro
MDA/CT	3	3	
MDA/IM	0	LT	
15. TOTAL	3	3	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Veronica Key, MDA/CTS	15 Sep 05		

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY
0002	A	TDP ____ TM ____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR. NO	F. CONTRACTOR
Contracts Deputate and Contracting Support	HQ0006-05-C-0027	CACI Dynamic Systems Inc

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. . SUBTITLE
A002	Presentation Material	Briefings

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-ADMN-81373/T, Oct 1993	SOW 3.2.9 and 3.3.4	MDA/CT

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	See Block 16	AS REQ	See Block 16

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
A	N/A	See Block 16

16. REMARKS

Block 4: Format and Content of presentation materials that include view graphs, slides, photographs, presentation handouts, read ahead packages, and announcements shall be proposed by the Contractor for Government approval.

Block 9: A distribution statement may be required and, where required, will be provided by the COR before delivery of the data.

Blocks 10, 12, and 13: Submission frequencies and dates will be dictated by the technical review and issued development/resolution requirements of the SOW.

Blocks 14 and 15: Delivery shall be by electronic media unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/IO word processing, spreadsheet, and database applications. Other distriubtion, affecting toal copy requirements, will be dependent upon briefing participation, and sahll be coordinated with the CIOR piror to final documentation submission.

14. DISTRIBUTION			
	b. COPIES		
		Final	
a. ADDRESSEE	Draft	Reg	Repro
MDA/IM		LT	
MDA/CT	3	3	
TOTAL	3	3	

G. PREPARED BY:	H. DATE	I. APPROVED BY	J. DATE
Veronica Key,MDA/CTS	15 Sep 05		

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Page 5 of 9 Pages

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY
0002	A	TDP____ TM____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR. NO	F. CONTRACTOR
Contracts Deputate and Contracting Support	HQ0006-05C-0027	CACI Dynamic Systems Inc

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A003	Conference Agenda	Conference Announcement and Agenda

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-ADMN-81249/T, Oct 1993	SOW 3.3.3	MDA/CT

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	See Block 16	AS REQ	See Block 16

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
N/A	N/A	See Block 16

16. REMARKS

Block 4: Format and Content of presentation materials shall be proposed by the Contractor for COR approval.

Block 9: A distribution statement may be required and, where required, will be provided by the COR before delivery of the data.

Blocks 10, 12, and 13: Frequency and scheduling will be dependent upon requirements of the SOW. Unless otherwise coordinated with the COR, delivery of draft Conference agenda shall be to allow publication of final agenda two weeks prior to the conference or meeting.

Block 14: Delivery shall be by electronic media unless otherwise directed by the COR. Electronic form shall be compatible with existing MDA/CT word processing, spreadsheet, and database applications. Other distribution will be dependent upon conference participation, and shall be coordinated with COR prior to final document submission.

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES: Draft	Final: Reg	Final: Repro
MDA//IM		LT	
MDA/CT	3	3	
15. TOTAL ⇒	3	3	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Veronica Key, MDA/CTS			

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Page 6 of 9 Pages

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

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OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY
0002	A	TDP ____ TM ____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR. NO	F. CONTRACTOR
Contracts Deputate and Contracting Support	HQ0006-05C-0027	CACI Dynamic Systems Inc

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A004	Conference Minutes	N/A

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-ADMN-81250A/T, Oct 1993	SOW 3.2.9	MDA/CT

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	See Block 16	AS REQ	See Block 16

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
N/A	N/A	See Block 16

16. REMARKS

Block 4: Format and Content of presentation materials shall be proposed by the Contractor for COR approval.

Block 9: A distribution statement may be required and, where required, will be provided by the COR before delivery of the data.

Blocks 10, 12, and 13: Frequency and scheduling will be dependent upon requirements of the SOW. Initial draft delivery for approval shall be within five working days after conference completion.

Block 14: Delivery shall be by electronic media unless otherwise directed by the COR. Electronic form shall be compatible with existing MDA/CT word processing, spreadsheet, and database applications. Other distribution will be dependent upon conference participation, and shall be coordinated with COR prior to final document submission.

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES: Draft	Final: Reg	Final: Repro
MDA//IM		LT	
MDA/CT	3	3	
15. TOTAL ⇒	3	3	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Veronica Key, MDA/CTS			

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Page 7 of 9 Pages

CONTRACT DATA REQUIREMENTS LIST
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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY
0002	A	TDP ____ TM ____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR. NO	F. CONTRACTOR
Contracts Deputate and Contracting Support	HQ0006-05C-0027	CACI Dynamic Systems Inc

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A005	Funds & Labor Hour Expenditure Report	N/A

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

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	N/A	MONTHLY	See Block 16
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
N/A		N/A	20 DARP

16. REMARKS

Block 12: The first submission is due twenty calendar days after the first full month after contract initiation to include reporting period from the date of contract initiation.

Block 14: Distriibution to MDA/CT and MDA/IM shall be via electronic means as directed by the PCO. The PCO has directed that FLHERS will be prepared and submitted electroncially using the Combined Acquisition Reporting and Analysis Tool (CARAT). To establish a Contractor account in CARAT, call 703 882-6561 or 703 882-6561 or fax the CARAT ID request to 703 882-6356.

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES: Draft	Final: Reg	Final: Repro
MDA//IM		1	
MDA/CT		1	
15. TOTAL ⇒	2	2	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Veronica Key, MDA/CTS			

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Page 8 of 9 Pages

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY
0002	A	TDP ____ TM ____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR. NO	F. CONTRACTOR
Contracts Deputate and Contracting Support	HQ0006-05C-0027	CACI Dynamic Systems Inc

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A006	Monthly Status and Labor Hour Report	N/A

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

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	N/A	MTHLY	See Block 16
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
N/A		N/A	20 DARP

16. REMARKS

Block 12: The first submission is due twenty calendar days after the first full month after contract initiation to include reporting period from the date of contract initiation.

Block 14: Distriibution to MDA/CT and MDA/IM shall be via electronic means as directed by the PCO.

14. DISTRIBUTION			
	b. COPIES		
		Final	
a. ADDRESSEE	Draft	Reg	Repro
MDA//IM		1	
MDA/CT		1	
15. TOTAL ⇒		2	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Veronica Key, MDA/CTS			

DD Form 1423-1, JUN 90 ***Previous editions are obsolete.***
1007/183

Page 9 of 9 Pages

STATEMENT OF WORK

FOR

ACQUISITION, CONTRACTING AND FUNCTIONAL SUPPORT FOR THE MISSILE DEFENSE AGENCY CONTRACTS DEPUTATE

SEPTEMBER 28, 2005

1.0 BACKGROUND

The Missile Defense Agency (MDA) is engaged in research and development projects for the Ballistic Missile Defense System (BMDS) and advanced technologies for the purpose of eliminating the threat posed by ballistic missiles. MDA is chartered and mandated by Congress to develop for deployment ballistic missile systems that are capable of providing highly effective defense of the United States, forward-deployed and expeditionary elements of the U.S. Armed Forces, and friends and allies of the United States.

MDA arranges for, manages, and directs the performance of work connected with advanced projects by the Military Departments and other government institutions and keeps the Secretary of Defense and other government leaders informed of significant new developments that can enhance the Ballistic Missile Defense (BMD) program. The MDA Contracts Deputate has the responsibility for contracting with U.S. and foreign entities on behalf of the government for BMD requirements. In addition, it monitors the contacting activities of the services and other government agencies performing support to MDA. In this capacity, the Contracts Deputate (MDA/CT) is responsible for developing and advising on contracting policy, ensuring compliance with government contracting regulations, processing waivers to government procurement directives, negotiating and awarding contracts, assessing contractor performance, fulfilling contract administration functions, issuing contract modifications and closing out completed contracts.

2.0 SCOPE OF WORK

The scope of this statement of work (SOW) includes all support services required by the MDA Contracts Deputate that is, at present, comprised of the Deputates' Office and nine (9) Contract Directorates:

Deputy for Contracting (CT)

The Deputy for Contracting provides the people, training, tools, and oversight to ensure that the BMDS and ancillary support is contractually executed in a prudent and timely manner. In this capacity, CT advises the MDA Director, MDA Technical Director, MDA Executive Director, and MDA Program Executive Officers (PEO) on all contracting matters involving the planning, management, execution, and reporting of programs and activities under the cognizance of MDA.

Contract Policy and Pricing (CTC) Directorate

The Director for Contract Policy and Pricing is responsible for the development, coordination, promulgation, interpretation, and maintenance of MDA contract policy. The committee reviews procurement case files and contemplated instruments supporting solicitations, contractual documents, and other transaction business agreements for compliance with FAR, DFARS, and MDA policy. MDA/CTC maintains the agency contract clause data base, and provides counsel to the Deputy for Contracting and MDA Director on matters involving HCA, SPE, and AH authorities. MDA/CTC interacts with contract execution location (CEL), and MDA/CTR personnel in validating and harmonizing contract/document writing clauses. This Directorate is also responsible for developing and maintaining a core capability of expert personnel specializing in the evaluation of cost proposals for key BMDS and MDA contractors. Focus is placed on knowledge of individual company business structures and cost accounting systems, thereby improving insight into and expediting analysis, negotiation, and fair and reasonableness determinations relating to new contracts and major modifications. MDA/CTC also provides consistency reviews between BMDS element business agreements relating to direct and indirect costs and profit/fee, both within given corporations and their strategic business units, and vis-à-vis other firms engaged in missile defense-related programs. The directorate acts as liaison with the Defense Contract Audit Agency

(DCAA), Defense Contract Management Agency (DCMA), and other federal contracting activities on matters relating to cost and pricing.

Business Operations (CTR) Directorate

The Business Operations Directorate is responsible for planning, budgeting and managing the human, financial and information technology-based resources vital to executing the MDA contracting mission. The MDA/CTR Director determines the timing and extent of electronic business application within the Deputate, and represents the agency in departmental forums involving contract requirements and deployment of Standard Procurement System (SPS) and end-to-end applications; this includes electronic maintenance of the agency-unique contract structure shells and clause referrals. The directorate acts as the home office for contracting human capital, including the planning, selection, retention, development, and performance assessment of current and forecasted government and contractor support personnel. In this regard, MDA/CTR acts as liaison with Strategic Business Unit (SBU) Directors, Program Managers, and SPO Directors of Contracting, on behalf of the Deputy for Contracting, in validating and assigning contract personnel to support mission requirements. MDA/CTR is the contracting focal point for DoD Acquisition Workforce Demonstration implementation, including maintenance and management of position requirement descriptions, monitoring employee contribution plans, and integration of inputs leading to establishment of compensation levels. MDA/CTR also manages and monitors contracting personnel workspace within designated MDA and CEL facilities, to ensure office equipment and quality of life issues are appropriately addressed. The directorate acts as the focal point for Economy Act determinations requiring agency approval, unsolicited proposals, and release of contracting information to external agencies and the public (excluding Congressional notification of contract awards). The directorate represents the Deputy for Contracting on matters before the USD(AT&L) Defense Procurement and Acquisition Policy, including executive steering group and Interdepartmental Staff (IDS) meetings. MDA/CTR manages the contractor past performance evaluation review (CPARS) process, and prepares and distributes monthly contract summary reports for actions undertaken by MDA contracting directorates.

Contractor Support Services (CTS) Directorate

The Directorate of Contracting for Contractor Support Services is responsible for the centralized procurement of MDA contractor work force augmentation efforts. In this capacity, MDA/CTS acquires services, infrastructural, and unique expertise support extending from agency day-to-day operations to unanticipated "quick turn" mission requirements. MDA/CTS executes support services contracts and business agreements on behalf of over thirty MDA hybrid staff/line directorates, and is responsible for all planning, solicitation, proposal evaluation, negotiation, award, and administration actions. In this capacity, the contracting directorate acts as the senior business advisor to each two-letter or Strategic Business Unit (SBU) director and his staff on matters involving FAR, DFARS, MDA and broad-based acquisition policies relevant to requirements formulation, competitive alternatives, services industry capabilities, and procurement methodologies. MDA/CTS performs centralized contract closeout functions for actions executed by MDA Washington DC operations. The director also interfaces with departmental and civilian agency contracting officials in researching and implementing innovative and effective business approaches that enhance contractor services performance. In conjunction with MDA/CT, the MDA Executive Director (DX), and designated functional support personnel, the Director of Contracting exercises human capital planning, internal training, and financial management responsibilities germane to contractor support services operations. Personnel assigned to this contracting directorate are centrally located and report directly through the Director of CTS to the Deputy for Contracting, with formal performance ratings and reviews conducted within the functional activity.

Special/Cooperative Programs and Allied Support (CTA) Directorate
JNIC Operations (CTJ) Directorate
Kinetic Energy and Systems Engineering (CTK) Directorate
Ground Based Midcourse (CTN) Directorate
Targets and Tests (CTT) Directorate
Advanced Systems (CTV) Directorate

The Directorate of Contracting dedicated to each aforementioned SPO or SBU is responsible for all contract planning, solicitation, proposal evaluation, negotiation, and award functions supporting SPO/SBU operations. In this capacity, the contracting directorate acts as the senior business advisor to the program director and his/her staff on matters involving FAR, DFARS, MDA and broad-based acquisition policies relevant to development and deployment of BMDS capabilities. The director also interfaces with collateral BMDS contracting officials in researching and implementing innovative and effective business approaches that enhance performance and delivery of system capabilities. In conjunction with MDA/CT and designated functional support personnel, the Director of Contracting exercises human capital planning, internal training, and financial management responsibilities germane to SPO/SBU procurement operations. Personnel assigned to MDA contracting directorates are matrixed from, and accountable to, MDA/CT, with formal performance ratings and reviews conducted within the functional activity.

3.0 REQUIREMENTS

The contractor shall provide personnel, resources and facilities appropriate to provide efficient and cost effective support services for the requirements described below. Most of the contractor personnel will be working in government facilities.

The contractor shall provide training and continuing management effort to assure that all its employees are fully trained to assure that there will be no violation of laws, regulations, and policies regarding procurement integrity, personal services, and inherently governmental functions.

In the performance based work breakdown structure presented below:

- "Task Input" represents the resources required to do the job that will be provided by the Government;
- "Task Description" is the work the Contractor is required to do using its own resources as well as those described under "Task Input";
- "Task Output" is what the contractor is required to produce; and
- "Standard" is the yardstick by which the "Task Output" will be measured.

3.1 ACQUISITION PLANNING INITIATION

TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
1. BMDO Directive 7800, "Contracting Requirements Process," sample documentation and other applicable directives and regulations as required. Verbal and written descriptions of the requirement. Due date.	1. Advise and coordinate with the deputies, program directors, project managers, program integrators, the Contracts Directorate, and other applicable MDA and Department of Defense (DoD) staff offices as required and prepare initial, revised and final draft versions of the documentation as required to initiate procurement actions as described under BMDO Directive 7800 prior to submission of that documentation to the contracting officer.	1. Draft documentation, to include the following documents: Statements of Work (SOW), Acquisition Plans, justification and Approvals, Determination and Findings, DD Forms 254, DD Forms 1423, Federal Business Opportunities (FedBizOpps) announcements, Contracting Officer's Representative appointments, and source election plans. (CDRL A001)	1. Draft documentation is accurate, complete and submitted by established due date.

3.2 CONTRACTING SUPPORT

3.2.1 INDEPENDENT ANALYSIS AND RESEARCH

TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
1. Operational contracting issues. Due date.	1. Conduct independent analysis of assigned operational contracting issues (simple to complex).	1. Report (CDRL A001)	1. Report is technically accurate, comprehensive and submitted by established due date.

TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
2. Research Topic.	2. Conduct independent research to identify and compile relevant statues, regulations, publications, policies, etc., applicable to operational contracting topics.	2. Report (CDRL A001)	2. Report is technically accurate, comprehensive and submitted by established due date.

3.2.2 SPECIALIZED POLICY AND PROCEDURE RESEARCH

TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
1. Federal regulations, policies, statues, MDA policies, etc. Due date.	1. Review, identify and report changes to procurement policies, procedures, regulations, etc.	1. Summary report of relevant changes. (CDRL A001)	1. Summary reports are technically accurate, comprehensive and submitted by established due date.
2. Federal regulations, policies, statues, MDA policies, etc. Due date.	2. Conduct periodic reviews of internal MDA directives and CT Operating Instructions (OI), regulations, etc. to identify inconsistencies with internal and external procedures, instructions and directives.	2. Report of recommended changes. (CDRL A001)	2. Reports are technically accurate, comprehensive and submitted by established due date.
3. Federal regulations, policies, statues, MDA policies, etc. Due date.	3. Prepare and coordinate draft internal (CT) policies, procedures, instructions and directives.	3. Draft documents under the cognizance of CT. (CDRL (A001)	3. Draft documents are technically accurate, comprehensive and submitted by established due date.
4. Research topic. Due date.	4. Conduct independent research of legislation and court and/or board decisions for contracting implications	4. Report with findings. (CDRL A001)	4. Reports are technically accurate, comprehensive and submitted by established due date.
5. Information topics and approved documents	5. Maintain electronic Procuring Contracting Officer (PCO) Information Book with updated written instructions and directives.	5. PCO Information Book (CDRL A001)	5. Electronic book is current and submitted by established due date.
6. Waiver and deviation topics and supporting information.	6. Draft, review and coordinate FAR ands DFARS waivers and deviations.	6. Draft waivers and deviations. (CDRL A001)	6. Draft documents are technically accurate, comprehensive and submitted by established due date.
7. SPS.	7. Support SPS Implementation and upgrades.	7. Operational SPS.	7. SPS is fully implemented, accurately reflecting MDA business practices. Also, see 3.2.5.4.

3.2.3 INDEPENDENT COST ANALYSIS

TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
1. MDA/CT Operating Instructions 04, "Pricing of Contractual Actions," contractor cost and technical proposals, government technical evaluations, government audit reports.	1. Conduct price and cost analyses of contractors' proposals.	1. Cost analysis report in accordance with OI 04 (CDRL A001)	1. Reports are technically accurate, comprehensive and submitted by established due date.
2. Pre-award contract files.	2. Provide technical assistance to the PCO/Contracts Specialist during negotiations consisting of analysis, data collection and draft records of negotiations.	2. Cost/price data, records of negotiations. (CDRL A001)	2. Data reports are technically accurate, comprehensive and submitted by established due date.

3.2.4 COST PERFORMANCE ADMINISTRATION SERVICES: ADMINISTRATION AND DATABASE MANAGEMENT

TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
1. OI 3-3, "Monitoring Contractor Performance Under Cost Reimbursable Service and SETA Contracts." Monthly Labor Hour Expenditure Report (FLHER).	1. Input FLHER data into a contractor maintained on-line database (Combined Acquisition Reporting and Analysis Tool (CARAT)).	1. Updated Cost Performance Assessment System database. (CDRL A001)	1. Database is technically accurate and complete.
2. Updated Contract Performance Analysis Summary (CPAS) database.	2. Generate monthly FLHER data in the CPAS format.	2. Draft CPAS report. (CDRL A001)	2. Draft report is technically accurate and submitted within 5 working days after receipt of the FLHER.
3. Updated CPAS database.	3. Publish quarterly equivalent man-year report.	3. CDRL A001	3. Database is technically accurate and complete.
4. Draft CPAS	4. Publish and distribute final CPAS via CARAT.	4. Final CPAS report. (CDRL A001)	4. Report is technically accurate and submitted by established due date.

3.2.5 STATUS OF MANAGEMENT INFORMATION REPORTS

TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
1. DCT OI 3-6, "Automated Workload Tracking System"	1. Collect and maintain CT workload and procurement milestone data initially pursuant to DCT OI 3-6 "Automated Workload Tracking System," and subsequently in accordance with SPS.	1. Automated data file. (CDRL A001)	1. Draft file accurately reflects contract specialist's input.
2. Description of required efforts. Sample reports.	2. Produce recurring and ad hoc workload and procurement milestone reports from contactor maintained and government databases.	2. Procurement status report. (CDRL A001)	2. Reports are accurate and submitted by established due date.
3. BARBB automated files, notices and revisions.	3. Coordinate with MDA/RM point of contact to maintain the MDA Business Acquisition Reporting Bulletin Board (BARBB).	3. Formatted data files for input to System Administrator. (CDRL A001)	3. Accurate and submitted by established due date.
4. SPS	4. Operational use and administration of DoD SPS through standardized report development and contract conversion.	4. Standardized SPS reports and converted contracts. Administration of the SPS system and database.	4. Accurate and submitted by established due date.

3.2.6 CONTRACT CLOSEOUT

TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
1. DCT OI 3-5, "Contract Closeout"; MDA/CT Completed Contracts Report"	1. Coordinate with MDA Contracting Officer's Representatives and provide contract closeout administration using DCT OI 3-5, "Contract Closeout" as a guide.	1. Fully coordinated Contract Closeout Status Sheets as described under OI 3-5 ready for PCO's signature. (CDRL A001)	1. Contract Closeout Status Sheets are technically accurate and complete.
2. DCT OI 3-5, "Contract Closeout" Completed Contracts Report"	2. Provide a monthly summary report showing the status of completed contracts from contract completion through contract closeout.	2. Monthly contract closeout summary report. (CDRL A001)	2. Summary reports are technically accurate, current, complete and submitted by established due date.

3.2.7 MASS MAILINGS AND DISTRIBUTION

TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
1. Distribution List; Documents to be mailed; envelope, postage.	1. Provide mass mailing and distribution, though MDA mailroom, of correspondence concerning MDA contracting issues to MDA contractors, MDA staff, other agencies, etc.	1. Letter of transmittal (with copy of correspondence for the file). (CDRL A001)	1. Mailings and distributions are accurate, complete and submitted by established due date.

3.2.8 FAXING, REPRODUCTION AND RELATED ACTIVITIES

TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
1. Documents to be reproduced or telefaxed.	1. Provide reproduction of contracts, contract modifications, and source selection documents, transmission of urgent facsimiles, and formatting support of CT contractual documents and reports.	1. Reproduced documents or evidence that facsimiles were transmitted. (CDRL A001)	1. Documents are clear, legible, complete and submitted by established due date.

3.2.9 EVALUATION SUPPORT

TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
1. Request for Proposal (RFP). Request for Quotation (RFQ). MDA Source Selection handbook.	1. Prepare administrative checklist tailored to the requirement of the RFP/RFQ.	1. Draft checklist. (CDRL A001)	1. Comprehensive checklist completed one week prior to receipt of proposals.
2. Competitive Proposals/Quotations. MDA Source Selection handbook.	2. Inventory and catalogue contractor proposal/quotation packages submitted in response to a competitive FP/RFQ.	2. Completed checklist. (CDRL A001)	2. Inventory is without error and completed within 24 hours after proposal/quotation receipt.
3. RFP/RFQ Source Selection Plan (SSP). MDA Source Selection handbook.	3. Prepare tailored Source Selection Evaluation Team (SSET) administrative briefing.	3. Draft and Final briefing. (CDRL A002)	3. Draft and Final briefing are comprehensive and prepared one week prior to proposals receipt.
4. RFP/RFQ SSP. MDA Source Selection handbook.	4. Prepare Evaluator Workbooks (using electronic/paperless medium) containing evaluation criteria, standards, and relevant Section L and M (or equivalent RFQ sections) and SOW provisions.	4. Evaluation Workbook. (CDRL A001)	4. Workbooks are technically accurate, complete and submitted by established due date.
5. SSET Caucus minutes. MDA Source Selection handbook.	5. Prepare summaries of significant weaknesses and clarifications resulting from SSET caucus.	5. Draft Clarification and Deficiency Summaries. (CDRL A001)	5. Drafts are technically accurate, complete and submitted by established due date.
6. SSET Caucus. MDA Source Selection handbook.	6. Prepare summary of SSET results including significant discussions, consensus evaluation results and summary.	6. SSET minutes. (CDRL A004)	6. Technically accurate, complete and submitted by established due date.
7. Discussions with offerors. MDA Source Selection handbook.	7. Prepare minutes of verbal discussions with offerors in the competitive range.	7. Memorandum for the Record (MFR). (CDRL A001)	7. Accurately reflect significant issues discussed; completed in draft within three working days after discussions are complete.

TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
8. RFP, RFQ, Completed Checklist, Competitive Range Determination, Completed Evaluation Workbooks, SSET Minutes, Discussions MFR, Award Decision Memorandum.	8. Prepare draft Proposal Analysis Report (PAR).	8. Draft PAR. (CDRL A001)	8. Air Forces Federal Acquisition Regulations Supplement Appendix BB.
9. Source Selection Advisory Council (SSAC) Briefing, Source Selection Authority (SSA) Briefing.	9. Prepare minutes of the SSAC and SSA briefings.	9. MFR. (CDRL A001)	9. Technically complete and accurate and prepared with two working days after the SSAC and SSA briefings are complete.
10. SSA Decision Memo, SSET Caucus, SSAC Minutes.	10. Prepare draft debriefing slides and hard copy.	10. Draft debriefing slides and paper copy of slides. (CDRL A002)	10. Technically complete and accurate and prepared within three working days after brief.
11. Debriefing.	11. Prepare minutes of debriefings of unsuccessful offerors.	11. Debrief minutes (or MFR). (CDRL A004)	11. Technically complete and accurate and prepared within five working days after brief.
12. SSA Award Memorandum	12. Draft Congressional Notification letters and press releases.	12. Draft Congressional Notification letters and press releases. (CDRL A001)	12. Technically complete and accurate and prepared within one working day after the award decision.
13. Documentation required for the permanent contract file.	13. Complete contract file documentation.	13. Permanent contract file. (CDRL A001)	13. Technically complete and accurate and prepared within ten working days after the award decision.

3.2.10 FILE MAINTENANCE

TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
1. DCT OI 2-1, "Contract Files"	1. Coordinate, assemble and update electronic and hard copy contract and contract related files in accordance with DCT OI 2-1, "Contract Files"	1. Contract file. (CDRL A001)	1. Contract files are assembled on time and are accurate and complete in a professional presentation.

3.2.11 DRAFT MODIFICATIONS

TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
1. Sample modifications. Due date.	1. Coordinate and prepare draft modifications such as incremental funding, change orders, supplemental agreements, definitizing unpriced actions, exercise of options, and other administrative actions in SPS unless other wise directed.	1. Draft contract modifications, etc. (CDRL A001)	1. Technically accurate, complete and submitted by established due date.

3.2.12 DRAFT TASK ORDERS/REVISIONS/MOD

TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
1. Sample task orders. Due date.	1. Coordinate and prepare draft task orders, revisions, and task order modifications in SPS unless other wise directed.	1. Draft task order, revisions or modifications. (CDRL A001)	1. Technically accurate, complete and submitted by established due date.

3.2.13 DRAFT FREEDOM OF INFORMATION ACT (FOIA) RESPONSES

TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
1. FOIA requests; due dates; sample responses; BMDO Directive 5400; training.	1. Coordinate, research and draft responses to FOIA requests in accordance with BMDO Directive 5400.	1. Draft FOIA responses. (CDRL A001)	1. Draft responses are technically accurate, complete and submitted by established due date.

3.2.14 COORDINATE/STAFFING OF PROCUREMENT DOCUMENTS

TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
1. Routing instructions via staff summary sheets.	1. Coordinate and staffing of procurement documents.	1. Draft staff summary sheet. (CDRL A001)	1. Coordination is completed on time in accordance with staff summary sheet.

3.2.15 DRAFT REQUESTS FOR FIELD PRICING SUPPORT, AUDIT REQUESTS, FACT-FINDING ASSISTANCE, PRELIMINARY PROPOSAL ANALYSIS

TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
1. Topics, proposals, due dates.	1. Prepare draft requests for field pricing support audit requests, provide fact-finding assistance, conduct preliminary proposal analysis.	1. Draft field pricing requests, audit requests, assistance, analysis. (CDRL A001)	1. Technically accurate, complete and submitted by established due date.

3.3 FUNCTIONAL SUPPORT

3.3.1 FACILITIES

There is no task input or output associated with the facilities required below. The standard for all facilities is that they are within easy access to the MDA NCR (within thirty (30) minutes commute during rush hour) and that they are professionally appointed.

TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
1. Evaluation/ negotiation teams typically numbering between 5 and 7 Government personnel (but can range up to 20 Government personnel). Computers (12 to 15) for use by Government personnel (not Government Furnished Property).	1. Manage MDA/CT source selection facilities (conference rooms, evaluator workrooms and evaluation working space) to support competitive source selections and sole source selection negotiations (up to 4 concurrently); at various stages of the evaluation and negotiation processes).	1. N/A	1. See paragraph 3.3.1 above.
2. N/A	2. Maintain Contractor owned office hardware and software suites (word processing, spreadsheets, etc.) fully compatible with MDA/CT's hardware and software capable of exchanging data electronically with CT.	2. N/A	2. See paragraph 3.3.1 above.
3. N/A	3. Provide records storage and retrieval system for physically complete contracts and miscellaneous contract related files of approximately 500 square feet.	3. N/A	3. See paragraph 3.3.1 above.
4. N/A	4. Provide secure records storage for proposals (up to four source selections/negotiations concurrently); and limited storage for SECRET classified documents.	4. N/A	4. See paragraph 3.3.1 above.
5. N/A	5. Provide and maintain Contractor owned copiers and audio visual equipment (e.g. overhead projectors, screens, etc.) to support source selections as described above.	5. N/A	5. See paragraph 3.3.1 above.

3.3.2 TRAINING

TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
1. Procurement related training topics and annual training plan.	1. Develop, prepare, update and present training courses to MDA personnel on procurement related topics. Training courses will occur up to twice a month and be up to two hours in length.	1. Training session.	1. Courses are technically accurate, comprehensive and submitted by established due date.
2. Training topics and list of attendees.	2. Develop, prepare, update and present quarterly contracting officer's representative (COR) training courses.	2. Training session and COR Handbook. (CDRL A001)	2. COR training is technically accurate, comprehensive and submitted by established due date.

3.3.3 MANAGEMENT OF CONFERENCE AND WORKING GROUPS

TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
1. Conference focus group and/or working group makeup and size.	1. Advise and coordinate with CT to secure conference space, devise schedules, plan attendance, take minutes and provide written records of conferences and working groups, Defense Acquisition Boards, CT policy working group, acquisition strategy panels, acquisition reform days, etc.	1. Draft invitations, schedules, agendas for conferences and working group meetings. (CDRLs A001 and A003)	1. Drafts are accurate, comprehensive and submitted by established due date.
2. Due date.	2. Take minutes of conferences and working groups.	2. Minutes. (CDRL A004)	2. Minutes are complete, accurate and submitted by established due date.

3.3.4 SPECIAL STUDIES, BRIEFINGS, REVIEWS AND ANALYSIS

TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
1. Topic. Due date.	1. Conduct surveys, reviews and studies directly related to MDA contracting for continuous process improvement.	1. Report of findings. (CDRL A001)	1. Technically accurate, comprehensive and submitted by established due date.
2. Topic. Due date. Sample documents.	23. Coordinate data and prepare draft briefings, meeting routine reporting requirements, and preparing responses to outside inquiries.	3. Draft briefings, reports and responses. (CDRLs A001 and A002)	3. Drafts are technically accurate, comprehensive and submitted by established due date.

Attachment 2
HQ0006-05-C-0027

OCI ANALYSIS/DISCLOSURE FORM

1. Contract Number	*2. Program Title*
HQ0006-05-C-0027	Services in Support of MDA/CT

3. Contractor Name and Address	*4. Telephone Number and POC*
CACI Dynamic Systems, Inc. 141651 Park Meadow Drive Chantilly, VA 20151	(703) 679-3861 Wayne T. Maybach, Senior Contract Manager

5. Type of work to be performed under this solicitation:

(a) Providing Systems Engineering and Technical Direction ( )
(b) Preparing Specifications or Work Statements ( )
(c) Providing Technical Evaluation or Advisory & Assistance Services (x)

Other MDA or BMD-related work requiring analysis and determination:	*6. Contract Number and Program Title*
NONE	

7. Brief Summary/Description of work performed under Block 6 action:

NA

8. Relationship between requirements of Block 1 action and work performed under Block 6 action (If None, State Why):

NA

9. Offeror/Contractor OCI Evaluation and Assessment (If either answer is yes, attach a copy of the SOW and complete Block 10):

(a) Does Actual OCI exist? ( ) Yes (x) No
(b) Does Potential OCI exist? ( ) Yes (x) No

10. Summary of actual/potential OCI, including actions planned to avoid, neutralize, or mitigate conflict or potential conflict:

11. Typed Name of Responsible Official	*12. Signature*	*13. Date*
Wayne T. Maybach		09/27/2005
14. Typed Name of Contracting Officer	*15. Approval Signature*	*16. Date*
John B. Richardson		9/30/05

3/29/04

Attachment 2
HQ0006-05-C-0027

INSTRUCTIONS FOR COMPLETING OCI ANALYSIS/DISCLOSURE FORM

Blocks 3 and 4: Self-explanatory.

Block 6: Fill in the number and the short, official title by which the contract or subcontract requiring analysis and determination is formally known. This is work that has already been awarded, is being performed by your company, and requires a comparison with that work described in Blocks 1-5.

NOTE: One OCI Analysis/Disclosure Form shall be submitted for EACH BMD or BMD-related contract or subcontract currently being performed.

Block 7: Provide a brief, but specific, narrative summary of the SOW and work performed on the contract or subcontract listed in Block 6, including the period of performance and the value.

Block 8: Provide a brief, but specific, narrative summary of ANY relationship between the work to be performed under the action listed in Block 1 and the previous work performed under the action listed in Block 6. Please be as specific as possible by citing the specific RFP/SOW paragraph where possible.

Block 9: Place an "X" in the appropriate ( ) for your responses.

Block 10: If you answer yes either to 9(a) or to 9(b), provide a summary of the actual or potential OCI.

Blocks 11, 12, and 13: Provide the name of your company official with responsibility for and/or authority to discuss and commit the company on matters relating to OCI issues. That official should then sign and date each form.

PLANNING, PROGRAMMING, BUDGETING, AND EXECUTION SYSTEM (PPBES) NON-DISCLOSURE AGREEMENT

MDA-related PPBS data: Current or future Planning, Programming, Budgeting and Execution System (PPBES) 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** reflects 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.

CERTIFICATION

The undersigned understands, acknowledges, and agrees:

a. To read and comply with the applicable provision of the "Contractor Access to Planning, Programming, Budgeting and Execution System (PPBES) Data" clause of the contract indicated below.

b. That any MDA-related PPBES information entrusted to you ONLY shall be used in accordance with applicable DoD and MDA governing regulations, for the purpose for which it is provided, and within the contract Statement of Work/task order(s) under which you are employed.

c. Not to divulge MDA-related PPBES data (obtained directly or indirectly in the performance of the contract indicated below unless directed by the Contracting Officer) to any individual, except Government personnel whom you know to have a need-to-know and non-Government persons whom you know to have MDA authorization. Even though data becomes part of the public domain, you are bound by the provisions of this agreement not to confirm or deny questions regarding MDA-related PPBES data. Inquiries by unauthorized persons should be referred to the contracting Officer's Representative or the Contracting Officer. (*Verification of companies authorized to maintain MDA-related PPBES data and individuals who have signed agreements can be obtained from the *MDA Contracting Officer or the Deputy for Program Integration, MDA.*)

d. Not to transport (by *any* medium), process, or maintain MDA-related PPBES material outside a Government facility unless the removal or preparation of such data at the facility is accomplished in accordance with a company's plan approved by the MDA. (*A plan is not required for personnel who have a fully executed agreement to transport, process or maintain such data at a Government or an MDA-approved Contractor facility.*)

e. Not to accept *any* portion of any document which is described on the reverse side of this agreement, unless the portion of the document contains ONLY MDA-related PPBES data.

f. To notify the *MDA Contracting Officer or Deputy for Program Integration, MDA promptly if any non-Government person(s) or company(s) requests access to MDA-related PPBES data.

* Contracts awarded or managed by MDA.

Violation of this agreement may result in adverse contractual actions and/or criminal prosecution.

1. Individual Requiring Access to PPBES Data (Signature)	2. Date Signed
3. Individual Requiring Access - Name (Last, First, MI)	4. Employer Name
5. Prime Contractor Name	6. Prime Contract Number(s)
7. Contract Period of Performance - Dates (To - From)	8. Primary Task Order, if Applicable
9. Briefly Describe the Activities that Require Your Access to MDA-related PPBES Data	

AUTHORIZATION

10. COR/Government Employee Sponsor	11. Deputy for Program Integration, MDA	
a. Signature	a. PPBES Access ☐ Approved ☐ Denied	
b. Date Signed	b. Signature	c. Date Signed
c. Last Name	c. Last Name	

Non-government personnel may be given access to MDA-related PPBES data derived or extracted from the following documents; however, *the documents in their entirety may not be released to any non-government personnel, unless the document contains ONLY MDA-related PPBES data and the individual has received approval from the MDA.*

PLANNING

- Defense Planning Guidance

PROGRAMMING

- Fiscal Guidance (*when separate from Defense Planning Guidance)*
- Program Objectives Memorandum (POM)
- POM Defense Program (*formerly FYDP*) documents, all Appropriations
- Program Review Proposals
- Issue Papers (*e.g.*, Major Issue Papers, Tier II Issue Papers, Cover Briefs)
- Proposed Military Department Program Reductions (or Program Offsets)
- Tentative Issue Decision Memoranda
- Program Decision Memoranda (PDM)

BUDGETING

- Defense Program (*formerly FYDP*) documents for budget estimate submission
- Program and Budget Reviews
- President's Budget
- RDT&E (R-1), Procurement (P-1), and Construction (C-1) Program Annexes
- Program Budget Decisions (PBD)/Defense Management Review Decision
- Reports Generated by any of the automated systems from the Offices of the Undersecretary of Defense
- DD Form 1414 Base for Reprogramming
- DD Form 1416 Report of Programs
- Contract Award Reports
- Congressional Data Sheets
- Congressional Descriptive Summary

Source: DoD Directive 7045.14