SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
GS-23F-0118J	01-Sep-2004	HQ0006-04-F-0027		

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE HQ0006

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

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

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

NAICS:

SIZE STANDARD: 1000

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

12. DISCOUNT TERMS

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

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO CODE HQ0006
MISSILE DEFENSE AGENCY (MDA)
PATRICK MCGLYNN
7100 DEFENSE PENTAGON
WASHINGTON DC 20301-7100

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/ OFFEROR CODE 8V543

SWALES AEROSPACE
THOMAS L. WILSON
5050 POWDER MILL ROAD
BELTSVILLE MD 20705

TEL 301 902-4377 FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE HQ0105

DAO-DFAS-IN-AKA
8899 EAST 56TH STREET
INDIANAPOLIS IN 46249-1325

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

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

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

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$3,121,376.00 EST

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES
- [X] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

Cathleen Carlson 1/for

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

Diane L Knight

31c. DATE SIGNED

8/23/04

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

Thomas L. Wilson
Chief Executive Officer

30c. DATE SIGNED

8·19·04

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

Diane L. Knight
Contracting Officer

TEL: EMAIL:

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		180	Manmonth	$16,979.86666	$3,056,376.00
	Labor FFP Services in support of MDA/QS Mission Assurance and Administrative Support in accordance with the Statement of Objective (SOO) (Attachment 1) to provide the equivalent of 15 man-years (MY) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 6) and Management Plan (Attachment 8).				
				NET AMT	$3,056,376.00
	ACRN AA Funded Amount				$510,168.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Lot		
	ODCs COST Other Direct Costs to Support MDA/QS in accordance with the SOO (Attachment 1)				
				ESTIMATED COST	$65,000.00 (EST.)
	ACRN AA Funded Amount				$10,832.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			Lot		NSP

CDRLs
FFP
Provide data reports for CLIN 0001 in accordance with the CDRL, DD form 1423-1. Not Separately Priced (NSP)

NET AMT

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101 OPTION		180	Manmonth	$17,681.33888	$3,182,641.00

Labor
FFP
Services in support of MDA/QS Mission Assurance and Administrative Support in accordance with the Statement of Objective (SOO) (Attachment 1) to provide the equivalent of 15 man-years (MY) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 6) and Management Plan (Attachment 8).

NET AMT $3,182,641.00

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102 OPTION			Lot		

ODCs
COST
Other Direct Costs to Support MDA/QS in accordance with the SOO (Attachment 1)

ESTIMATED COST $65,000.00 (EST.)

Funded Amount $0.00

FOB: Destination

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

NET AMT

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201 OPTION	Labor FFP Services in support of MDA/QS Mission Assurance and Administrative Support in accordance with the Statement of Objective (SOO) (Attachment 1) to provide the equivalent of 15 man-years (MY) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 6) and Management Plan (Attachment 8).	180	Manmonth	$18,676.19444	$3,361,715.00

NET AMT $3,361,715.00

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202			Lot		
OPTION	ODCs				
	COST				
	Other Direct Costs to Support MDA/QS in accordance with the SOO (Attachment 1)				
				ESTIMATED COST	$65,000.00 (EST.)
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203			Lot		NSP
OPTION	CDRLs				
	FFP				
	Provide data reports for CLIN 0001 in accordance with the CDRL, DD form 1423-1. Not Separately Priced (NSP)				
				NET AMT	
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301 OPTION	Labor FFP Services in support of MDA/QS Mission Assurance and Administrative Support in accordance with the Statement of Objective (SOO) (Attachment 1) to provide the equivalent of 15 man-years (MY) of effort and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 6) and Management Plan (Attachment 8).	180	Manmonth	$19,609.8222	$3,529,768.00

NET AMT $3,529,768.00

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302 OPTION	ODCs COST Other Direct Costs to Support MDA/QS in accordance with the SOO (Attachment 1)		Lot		

ESTIMATED COST $65,000.00 (EST.)

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0303			Lot		NSP
OPTION	CDRLs FFP Provide data reports for CLIN 0001 in accordance with the CDRL, DD form 1423-1. Not Separately Priced (NSP)				

NET AMT

Funded Amount $0.00

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0101	Destination	Government	Destination	Government
0102	Destination	Government	Destination	Government
0103	Destination	Government	Destination	Government
0201	Destination	Government	Destination	Government
0202	Destination	Government	Destination	Government
0203	Destination	Government	Destination	Government
0301	Destination	Government	Destination	Government
0302	Destination	Government	Destination	Government
0303	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-SEP-2004 TO 31-AUG-2005	N/A	MISSILE DEFENSE AGENCY (MDA) PATRICK MCGLYNN 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703 882-6347 FOB: Destination	HQ0006

0002	POP 01-SEP-2004 TO 31-AUG-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0003	POP 01-SEP-2004 TO 31-AUG-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0101	POP 01-SEP-2005 TO 31-AUG-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0102	POP 01-SEP-2005 TO 31-AUG-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0103	POP 01-SEP-2005 TO 31-AUG-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0201	POP 01-SEP-2006 TO 31-AUG-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0202	POP 01-SEP-2006 TO 31-AUG-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0203	POP 01-SEP-2006 TO 31-AUG-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0301	POP 01-SEP-2007 TO 31-AUG-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0302	POP 01-SEP-2007 TO 31-AUG-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0303	POP 01-SEP-2007 TO 31-AUG-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006

ACCOUNTING AND APPROPRIATION DATA

AA: **9740400.2520 40603882C 2523 012123 BMDO0146183965**
AMOUNT: **$521,000.00**

MDA BSSP-A
FOB: Destination

CLAUSES INCORPORATED BY FULL TEXT

CONTINUATION OF STANDARD FORM 1449 (SCHEDULE)

a. This is a Firm-Fixed Price order. The Firm-Fixed Price CLIN is CLIN 0001 (and respective CLINs for

each option year). Other Direct Costs are addressed under CLIN 0002 (and respective CLINs for each option year). Deliverables are addressed under CLIN 0003 (and respective CLINs for each option year).

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

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

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

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

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

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

g. Note that this order will contain an Award Term provision in accordance with clauses #10. and #11. The total duration of the order may extend to 10 years.
This order is subject to the terms and conditions of the GSA Federal Supply Schedule (FSS) Contract and the terms and conditions of the MDA Master Agreement HQ0006-02-H-0001 and all clauses and provisions in full text or incorporated by reference herein; in the event of conflict, this SF 1449 shall govern.

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

a. Material Inspection and Receiving Report - At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and forward to the Government a Material Inspection and Receiving Report in the manner and to the extent required by DoD FAR Supplement (DFARS) Appendix F, "Material Inspection and Receiving Report." NOTE: At the Contractor's option either the DD Form 250 or copies of the SF 1449 on which this order has been issued may be utilized as the Material Inspection and Receiving Report required by this clause. If the SF 1449 is elected, the Contractor shall insert the words "RECEIVING REPORT" in item 20 and make the appropriate entry in item 33 of all copies of the document prior to making the required minimum distribution. NOTHWITHSTANDING THE PROVISION OF DFARS APPENDIX F, THE CONTRACTOR SHALL MAKE THE FOLLOWING MINIMUM DISTRIBUTION: FOUR (4) COPIES TO THE CONTRACTING OFFICER'S REPRESENTATIVE FOR FURTHER DISTRIBUTION IN ACCORDANCE WITH PARAGRAPH B, CONTRACTING OFFICER'S REPRESENTATIVE BELOW. In case of rental or maintenance contracts, a separate report shall be distributed at the time each invoice is submitted for payment.

b. The Contracting Officer's Representative (COR) will be assigned by the PCO at time of order issuance. The COR will pre-certify invoices and execute the receiving report(s), (Items 32a and 33 of the SF 1449 or Items 21 and 22 of the DD Form 250) required by this order as verification that the specified supplies have been delivered. The COR will distribute the signed receiving reports as follows:

(1) Copy to the Paying Office (with invoice)
(1) Copy to the Contracting Officer
(1) Copy to the COR's File
(1) Copy to the Contractor

2. <u>ORDER ACCOUNTING</u>

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

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

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

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

3. <u>PERIOD OF PERFORMANCE</u>

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

4. ACQUISITION OF FACILITIES

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

5. TRAVEL, TRAVEL COSTS, AND OTHER DIRECT COSTS

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

b. Extended Commuting Travel.

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

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

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

6. DELIVERABLES

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

7. POTENTIAL GROWTH

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

8. LOCATION OF PERFORMANCE

On-site work under CLIN 0001 (and respective CLINs for each option year) will be performed at MDA Headquarters currently at the Suffolk Building, in Arlington, Virginia. MDA is providing workstations for 14 personnel at this location, and 1 person at the Albuquerque, NM location. Off-site personnel are expected to perform tasks from a contractor facility within a 30 minute one-way commute time from MDA Headquarters during rush hour by car, regularly scheduled public transportation, or a regularly scheduled shuttle system (i.e. transportation not specific or chargeable to this contract). Any proposed personnel place of performance outside the local Washington, D.C. metropolitan area must be explained/justified. For the purposes of this RFQ, the Albuquerque location is not considered "off site," since it will actually be based at a Government facility.

9. KEY STAFF

The Contractor shall notify and obtain the approval of 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 as proposed and accepted at the time of task order award; or (2) the added person's qualifications are equal to or better than the desired qualifications of this task order.

10. AWARD TERM

a. This order provides for a core performance time of 48 months consisting of a 12-month basic period and three (3) pre-priced core option years. There is no guarantee the Government will continue performance beyond the initial 12 month basic period. Based on the criteria in FAR 17.207, option years one through three may or may not be exercised by the Contracting Officer. If all of option years one through three are exercised, the Award Term Approving Official may authorize up to three extensions beyond the core performance time, in the form of 12 month "award term periods" on the basis of an integrated assessment of the quality of performance and market research. Each of these award term periods carries a one year option period that may or may not be exercised by the Contracting Officer. With the addition of these three award term periods and the option year following each award term period, the maximum performance time under this order is [___10___] years. The award term periods may be earned by the contractor for sustained performance that exceeds a satisfactory level.

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

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

Schedule of Award Term Evaluation Periods and Entitlement Periods

Core Performance Periods				Non-Core Performance Periods					
Contract Base Year 1	Option Contract Year 2	Option Contract Year 3	Option Contract Year 4	Award Term Contract Year 5	Option Contract Year 6	Award Term Contract Year 7	Option Contract Year 8	Award Term Contract Year 9	Option Contract Year 10
	Eval for information only	Eval for information only	Eval (1st Decision Point)	1st Award Term					
					Eval (2nd Decision Point)	2nd Award Term			
							Eval (3rd Decision Point)	3rd Award Term	
				Task Order Refresh					

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

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

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

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

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

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

a. The price for award term periods, if earned, and non-core option years following the award term periods (option years six, eight, and ten), if exercised, will be determined prior to the start of each award term period in accordance with this clause. For purposes of this clause, a non-core option period is defined to be the one-year option period that accompanies each award term period.

b. It is agreed and understood that prices for the "award term" periods and the accompanying "non-core option years" shall contain no less than the average (computed for each labor category over the core performance period) of the hourly labor rate discounts from the published GSA schedule contract rates, by labor category, that

were agreed to in the "core" performance periods. Prices for the non-core option year following the award term period will be established simultaneous with the pricing for respective award term period. The contractor shall submit pricing for the award term period and option period, as explained above, no later than 120 days prior to the start of the applicable award term period (even if the upcoming award term period is yet to be earned, or the award term decision has not yet been made). It is agreed and understood than in the event the contractor elects not to submit prices in whole or in part prior to the start of any award term period for the upcoming award term/option period, the prices of the then current order period shall apply to both the upcoming award term period and the accompanying option period.

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

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

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

12. GSA PRICE ADJUSTMENT

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

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

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

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

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

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

13. CONTRACT MODIFICATION

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

14. CLAUSES INCORPORATED BY FULL TEXT

52.232-22 LIMITATION OF FUNDS (APR 1984)

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

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

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75

percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)

(a) Contract line item(s) 0001 through 0002are incrementally funded. For these item(s), the sum of $521,000.00 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

(b) For items(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance, which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract if fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	$521,000.00
September 01, 2005	$3,247,641.00
September 01, 2006	$3,426,715.00
September 01, 2007	$3,594,768.00

(End of clause)

DOCUMENT	TITLE	
EXHIBIT A	07-07-04	Contract Data Requirements List (CDRL), DD Form 1423-1
ATTACHMENT 1	07-07-04	Statement of Objectives (SOO)
ATTACHMENT 2	07-07-04	OCI Analysis/Disclosure Form
ATTACHMENT 3	04-05-04	DD Form 254
ATTACHMENT 4	TBD	PPBS Non-Disclosure Agreement (upon award the successful offeror will complete for its staff, to include team member and subcontractor staff)
ATTACHMENT 5	04-05-04	Award Term Plan
ATTACHMENT 6	08-05-04	Labor Mix, Qualifications and Rates Matrix
ATTACHMENT 7	05-11-04	Government Furnished Information/Government Furnished Equipment and Other Direct Cost Limitation
ATTACHMENT 8	07-23-04	Management Plan

HQ0006-04-F-0027
Exhibit A

CONTRACT DATA REQUIREMENTS LIST

July 7, 2004

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/QS Contracting Officer's Representative (COR) as indicated by the first addressee entry of Block 14.a. The use of "N/A" in Block 8 does not forfeit or otherwise affect the Government's right to consider unacceptable any submission of data that does not comply with the contract requirements.

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

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

F. SUPPLEMENTAL INFORMATION

G. DEFINITIONS OF ACRONYMS AND ABBREVIATIONS

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
	WKLY	Weekly
11	N/A	Not applicable
12	DAC	Days after contract initiation
13	xx DARP	xx Days After Reporting Period
14	LT	Letter of transmittal

I. ADDRESSEE LIST

Block 14

Entry	Complete Mailing Address
MDA/QS MDA/CTS, or	Missile Defense Agency/_____ ATTN: Suffolk Building 5611 Columbia Pike Falls Church, VA 22041
DTIC	Defense Technical Information Center ATTN: DTIC-O 8725 John J. Kingman Road, Suite 0944 Fort Belvoir, VA 22060-6218
MDA BIRC	BMD Information Resource Center ATTN: FOB2/ANNEX 7100 Defense Pentagon Washington, DC 20301-7100

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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

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

D. SYSTEM/ITEM	E. CONTRACT/PR. NO	F. CONTRACTOR
Mission Assurance and Administrative Support	HQ0006-04-F-0027	Swales Aerospace

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A001	Status Report	

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MGMT-80368/T, Jun. 1987	Contract Documents	MDA/QS

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	C	WKLY	See Block 16
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
N/A		0	7 DARP

16. REMARKS

Block 4: The Data Item Description DI-MGMT-80368/T is tailored as follows: DID Block 6a: Distribution to the DTIC is not applicable; DID Section 10.1: Contractor data format is acceptable, providing that due consideration is given to previously used formats of same or similar reporting for consistency of information presentation. The deliverable shall include one paragraph or one set of bulletized text noting schedule and technical status for each of the tasks agreed to between the contractor and Government COR for each contractor employee.

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

Block 14: Delivery shall be by electronic media unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/QS word processing, spreadsheet, and database applications.

14. DISTRIBUTION

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

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Patrick McGlynn, MDA/QS	July 7, 2004	Marc Lesser	August 10, 2004

DD Form 1423-1, FEB 2001 ***Previous editions are obsolete.***
1007/183

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO. 0003, 0301, 0203, 0303	B. EXHIBIT A	C. CATEGORY TDP ____ TM ____ OTHER ____X
D. SYSTEM/ITEM Mission Assurance and Administrative Support	E. CONTRACT/PR. NO HQ0006-04-F-0027	F. CONTRACTOR Swales Aerospace
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM Funds & Labor Hour Expenditure Report	3. SUBTITLE
4. AUTHORITY *(Data Acquisition Document No.)* DI-FNCL-81537, Mar. 1997	5. CONTRACT REFERENCE Contract Documents	6. REQUIRING OFFICE MDA/QS

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	N/A	MTHLY	See Block 16
8. APP CODE N/A		11. AS OF DATE 0	13. DATE OF SUBSEQUENT SUBMISSION 20 DARP

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
MDA/CT	0	1	
MDA/QS	0	1	
15. TOTAL ⇒	0	2	

16. REMARKS

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

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

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Patrick McGlynn, MDA/QS	July 7, 2004	Marc Lesser	August 10, 2004

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO. 0003, 0301, 0203, 0303	B. EXHIBIT A	C. CATEGORY TDP _____ TM _____ OTHER _____X
D. SYSTEM/ITEM Mission Assurance and Administrative Support	E. CONTRACT/PR. NO HQ0006-04-F-0027	F. CONTRACTOR Swales Aerospace
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Contract Summary Report	3. SUBTITLE
4. AUTHORITY *(Data Acquisition Document No.)* DI-ADMN-80447/T, Sep. 1987	5. CONTRACT REFERENCE Contract Documents	6. REQUIRING OFFICE MDA/QS

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	See Block 16	MTHLY	See Block 16
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
N/A		0	10 DARP

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
MDA/QS		1	
MDA/CT		LT	
15. TOTAL ⇒		1	

16. REMARKS

Block 4: The Data Item Description DI-ADMN-80447 is tailored as follows: DID Block 6a: Distribution to the DTIC is not applicable; DID Section 10.1: Contractor data format is acceptable, providing that due consideration is given to previously used formats of same or similar reporting for consistency of information presentation.

Block 9: Distribution statement may be required before dispersing data. If required, it will be provided by COR at MDA/QS prior to data submission.

Blocks 12 and 13: Submission will be 30 days after completion of the period of performance of the base period and each option exercised.

Blocks 14 and 15: A delivery shall be by electronic media unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/QS word processing, spreadsheet, and database applications.

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Patrick McGlynn, MDA/QS	July 7, 2004	Marc Lesser	August 10, 2004

Statement of Objectives for the Director of Safety Quality and Mission Assurance (Mission Assurance and Administrative support)

Program Objectives

- Provide QS management necessary to promote, develop and integrate MDA/QS organizational procedures.
- Provide Mission Assurance strategic, specialized, and functional development support for the QS Mission Assurance organization architecture.
- Conduct studies, surveys, assessments and technical analyzes in support of the Director of Safety, Quality, and Mission Assurance Directorate.
- Provide quick reaction support for the Director of Mission Assurance Directorate.
- Provide the Director of QS with mission Assurance orientated technical advise.
- Provide the Director of QS with mission assurance and administrative support.
- Maintain cognizant of all mission critical system and subsystem hardware / software.
- Provide the Director of QS with approximately 15 MYE to support described taskings.
- Ability to hold Secret clearance with approximately 25% of MYE holding Top Secret requirements is a critical requirement.

Objective Category	TASK DESCRIPTION/OBJECTIVES THE CONTRACTOR SHALL:
1.0	**Provide QS management Mission Assurance expertise necessary to promote, develop and integrate MDA/QS organizational procedures.**
1.1	Provide management, technical and administrative support to the QS Director and staff.
1.2	Establish general QS office procedures to include appropriate processes/procedures necessary to interface with customers both internal and external to the MDA.
1.3	Develop draft policies as it pertains to Mission Assurance and administrative standards as needed to facilitate MDA QS staff actions and coordinate decisions.
1.4	Provide administrative support in establishing and maintaining both current and future general office requirements to include, but not limited to: office space, furniture, equipment, supplies, cell phones, pagers, computers, etc.
1.5	Provide administrative support in developing, producing and providing graphics, web, and data base materials and services related to the support of safety, quality and mission assurance objectives.

Statement of Objectives for the Director of Safety Quality and Mission Assurance (Mission Assurance and Administrative support)

1.6	Develop and coordinate draft position descriptions, Knowledge, Skills, and Abilities requirements, selection criteria, etc., in support of both the overall QS staffing plan and specific Government recruitment and hiring actions.
1.7	Review QS briefings and staffing plans, QS program objectives and plans, and other similar documents to ensure consistency with the MDA Director's policy statements and directives, and the overall MDA program direction and priorities.
1.8	Review, edit and track correspondence for appropriate action and suspense dates' compliance.
1.9	Review and edit outgoing correspondence for standardization and policy compliance.
1.10	Support in technical, programmatic and administrative "quick reaction" efforts as necessary. Establish a QS library of SQMA related regulations, directives, instructions, laws, etc., in both electronic and hard copy media.
1.11	Provide Mission Assurance technical advice and executive administrative assistance in the development of SQMQ policy.
1.12	Act as a conduit with industry and Government SQMA experts on missile defense mission assurance issues.
2.0	**Provide strategic, specialized, and functional development support for the QS organization architecture.**
2.1	Provide support to include, but not limited to; conceptual and strategic planning facilitation and guidance; detailed functional analysis and "second/third tier" task breakdown aligned with the approved SA mission and functional statements; organizational management planning; etc.
2.2	Develop and coordinate draft staffing plans and associated budget planning options.
2.3	Assess, analyze, and develop MDA corporate level and below concepts of operations.
3.0	**Conduct studies, surveys, assessments and technical analyzes in support of the Director of Safety, Quality, and Mission Assurance Directorate.**
3.1	Review as directed, subjects/issues having impact on the mission assurance of developmental and deploying elements of a ballistic missile defense systems. These studies and analyzes may require a quick-reaction capability for rapid response.
3.2	Conceptualize and initiate planning/development of a corporate MDA Mission Success knowledge base.
3.3	Survey appropriate internal and external MDA components and MDA related entities to determine and graphically depict the current MDA management programs. Propose options and associated Plan of Actions and Milestones (POA&M) and budget/staffing requirements regarding correction of any shortfalls identified.

Statement of Objectives for the Director of Safety Quality and Mission Assurance (Mission Assurance and Administrative support)

3.4	Evaluate specific programs effectiveness and accuracy of element metrics.
3.5	Provide weekly status reports detailing week's activity.
4.0	**Provide quick reaction support for the Director of Safety, Quality, and Mission Assurance Directorate.**
4.1	Provide quick reaction support, but not limited to: developing briefings, white papers, issue papers, point papers; general technical and programmatic assistance; attending meetings; tracking and providing coordination/follow up on action items.
4.2	Due to unforeseen surge requirements, up to six off-site locations staff concurrently. Duration can vary from one month to several months based on criticality of system and agency requirements.
4.3	Rapidly identify, report and resolve technical issues on both hardware and software impacting the mission assurance and overall reliability of the Missile Defense Program.
5.0	**Provide engineering and mission assurance support for the Director of Safety, Quality, and Mission Assurance Directorate.**
5.1	Provide mission assurance and field-site engineering support services.
5.2	Evaluate Class I and Class II design changes. Minor and major deviations and / or waivers.
5.3	Provide liaison support to facilitate sharing of lessons learned across DoD agencies.
5.4	Participate in anomaly investigations.
5.5	Perform design certification reviews.
6.0	**Maintain cognizance of all mission critical system and subsystem hardware / software.**
6.1	Identify and maintain a matrix of all flight critical or support critical hardware / software.
6.2	Maintain a drawing tree of all flight critical or support critical hardware.
6.3	Maintain cognizance of a critical requirements affecting mission reliability; identify requirements flow.
6.4	Obtain access to all drawings necessary to adequately evaluate design and manufacturing reliability, maintainability, and availability.

Statement of Objectives for the Director of Safety Quality and Mission Assurance (Mission Assurance and Administrative support)

6.5	Evaluate anomalies for systemic problems.
6.6	Participate in system and subsystem design and qualification reviews.
6.7	Evaluate the design, manufacturing, and test for reliability concerns.
6.8	Evaluate system and subsystem design margins.
6.9	Investigate test / manufacturing anomalies.
6.10	Identify and maintain cognizance of the supplier's organizational structure, including key personnel in management, safety, engineering, quality, mission assurance, test, etc..

OCI ANALYSIS/DISCLOSURE FORM

1. Contract Number	*2. Program Title*
HQ0006-04-F-0027	Mission Assurance and Administrative Support (QS)

3. Contractor Name and Address	*4. Telephone Number and POC*

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*

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

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

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 ( ) No
(b) Does Potential OCI exist? ( ) Yes ( ) 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*
14. Typed Name of Contracting Officer	*15. Approval Signature*	*16. Date*
DIANE L. KNIGHT		

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.

DD Form 254

CONTRACT SECURITY CLASSIFICATION SPECIFICATION

9 Pages Redacted in their Entirety

AWARD TERM PLAN

1.0 INTRODUCTION

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

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

2.0 GENERAL

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

3.0 PURPOSE

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

4.0 OBJECTIVES

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

5.0 PERFORMANCE AWARD TERM REVIEW TEAM

5.1 Organization

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

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

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

5.2 Duties of the Team.

The duties of the Team are as follows:

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

5.2.2 Evaluate contractor performance for each performance evaluation period.

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

5.3 Responsibilities.

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

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

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

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

6.0 PERFORMANCE EVALUATION AND FACTORS

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

6.1 Evaluation Factors and Scoring

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

<u>RESPONSIVENESS</u>

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

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

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

Marginal: Meets contract requirements, generally. Occasional delays or difficulty in meeting suspenses.

Overall responsiveness could be improved.
Unsatisfactory: Does not meet contract requirements..

COMPLIANCE WITH MILESTONES/DELIVERABLES

Outstanding: Impeccable record in meeting milestone/due dates, all of which are completed early, unless otherwise directed by MDA.
Excellent: Exemplary record in meeting milestone/due dates, many of which are completed early.
Satisfactory: Met requirements. Schedule problems are usually identified in time for corrective action; milestones/due dates are almost always achieved and instances where they are not are of minor impact.
Marginal: Meets contract requirements generally, but some work may be late or need to be redone.
Unsatisfactory: Does not meet contract requirements.

CONTRACT MANAGEMENT, REPORTING, AND SUPERVISION OF RESOURCES

Outstanding: Provides extraordinarily motivated, competent, and professional personnel. Positive attitudes. Strong teamwork. Personnel need virtually no supervision and are highly proficient in their work. The contractor anticipates and plans for problem areas. Minimal personnel turnover. Resources are replaced, when necessary, without impacting workload or mission activities. Exceptionally formatted and complete reports are submitted in a timely and accurate manner. Team leads under a BPA team assemble a highly organized and successful team in which the members provide MDA with all needed skills and the members demonstrate strong skills and teamwork.
Excellent: Highly talented workforce that displays high motivation and successful teamwork. Personnel are competent and training is provided to upgrade or improve skills. Reports are of high quality and completeness. Efficient recruitment and personnel management. Supervision ensures quality performance, teamwork, and work efficiency.
Satisfactory: Met requirements. Communicative and capable management. Oversees activities in a very competent and professional manner. Direction of subcontractors or consultants meets and in some instances exceeds all requirements of the contract. Reports are thorough, accurate, self-explanatory and meet MDA expectations.
Marginal: Meets contract requirement generally, but occasional delays or mission impact occurs due to lack of communication, proficiency, high turnover, delays in replacing personnel or lack of supervision. Reports do not always meet expectations.
Unsatisfactory: Does not meet contract requirements.

QUALITY

Outstanding: Deliverables, products, services and other performance output almost always significantly exceed MDA needs and expectations. Quality consistently exceeds an acceptable level, in a way that is of great importance to MDA. Contractor is extremely dependable, work/products almost always exceed contract requirements or specifications. Contractor never delivers inaccurate or unsatisfactory goods or services, contractor demonstrates very high level of dedication and ability. Provides innovative solutions.
Excellent: Deliverables, products, services and other performance output consistently exceed MDA needs or expectations. Quality exceeds an acceptable level to a significant degree, contractor is highly dependable, work/products frequently exceed contract requirements or specifications. Contractor never delivers inaccurate or unsatisfactory goods or services. Highly professional products.
Satisfactory: Met requirements. Deliverables, products, services or other performance output meet and sometimes exceed MDA needs and expectations, quality is above an acceptable level, output is very dependable, work is completed according to contract requirements and specifications and sometimes exceeds it. Output contains few, if any, non-conformances. Areas of inaccurate work or unsatisfactory results are minor and do not have a significant adverse impact on MDA mission.
Marginal: Meets contract requirements generally, but some lack the professional work that MDA expects
Unsatisfactory: Does not meet contract requirements.

COMMITMENT TO SMALL BUSINESS/DISADVANTAGED BUSINESS PROGRAMS:

Outstanding: Exceeded all proposed and planned commitments

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

Satisfactory: Met all commitments or did not meet some planned commitments but demonstrated acceptable

efforts to support small business programs

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

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

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

Outstanding: Cost controls are highly effective and consistently result in considerable savings. Costs are always below estimates and there are no cost overruns unless directed by MDA due to factors beyond contractor control.
Labor Hour variances by labor category show exceptional management of labor mix and delivery of agreed skill sets. Variances are explained in a manner that shows benefit to the Government. Price requests for award term and option years are submitted with extremely clear documentation.

Excellent: Cost controls are highly effective and result in considerable savings on occasion. Costs are usually below estimates and there are no cost overruns unless directed by MDA due to factors beyond contractor control.
Labor hour variances by labor category show effective management of labor mix and delivery of hours. Variances are effectively managed and explained. Documentation for pricing in award term and option years, if applicable, are submitted without errors or omissions.

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

Marginal: Meets contract requirements, generally but it appears some projects could have been performed more efficiently with fewer labor hours or lower scaled labor categories
Labor hour variances include many negative variances that are inadequately explained and that show a considerable lack of control of labor mix or neglect in meeting the requirements of the agreed labor, qualification, and rates matrix.

Unsatisfactory: Does not meet contract requirements.

6.2. Scoring for Award Term Eligibility:

To be eligible for the award term entitlement, the evaluation team's consensus scoring as discussed in Step 2 of Para 7 shall result in a score of excellent or higher in 4 of the 6 evaluation factors. This eligibility score may be raised after the basic year in recognition that efforts to start and transition into the contract may result in a lower score in the first year. If any individual factor is scored Marginal or lower, the contractor will not be eligible for the award term.
(If more evaluation factors are added in future periods, the plan will be revised accordingly—the contractor must earn higher than satisfactory scores on the majority of evaluation factors).

6.3 Performance Evaluation Periods

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

7.0 PROCEDURES

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

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

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

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

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

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

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

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

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

ATTACHMENT—SAMPLE CONTRACTOR
AWARD TERM EVALUATION FORM

Order Number	
PREPARED BY:	Value of Order: Estimated Labor Hours (if applicable)
PERFORMANCE PERIOD BEING EVALUATED:	

Award Term Scores

EVALUATION FACTORS[3]	OUTSTANDING Purple	EXCELLENT Blue	SAT Green	MARGINAL Yellow	UNSATISFACTORY Red
RESPONSIVENESS					
MILESTONES/ DELIVERABLES					
MANAGEMENT OF RESOURCES, REPORTING, AND SUPERVISION					
QUALITY-OF WORK					
SMALL BUSINESS /DISADVANTAGED BUSINESS COMMITTMENT					
MANAGEMENT OF COSTS IN LABOR HOURS OR REIMBURSABLE CHARGES					

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

Signature of Evaluator Date

RESPONSIVENESS

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

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

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Marginal: Meets contract requirements, generally but some delays in meeting suspenses. Overall responsiveness could be improved.

Unsatisfactory: Does not meet contract requirements.

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

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Unsatisfactory: Does not meet contract requirements.

QUALITY

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

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

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

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COMMITMENT TO SMALL BUSINESS/DISADVANTAGED BUSINESS PROGRAMS:

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

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

Outstanding: Cost controls are highly effective and consistently result in considerable savings. Costs are always below estimates and there are no cost overruns unless directed by MDA due to factors beyond contractor control.
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Labor hour variances by labor category show effective management of labor mix and delivery of hours. Variances are effectively managed and explained. Documentation for pricing in award term and option years, if applicable, are submitted without errors or omissions.

Satisfactory: Costs are in accordance with estimates and there are no cost overruns, unless directed by MDA due to factors beyond contractor control. There are initiatives and tools in place to facilitate cost control.
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Marginal: Meets contract requirements, generally but it appears some projects could have been performed more efficiently with fewer labor hours or lower scaled labor categories. **Labor hour** variances include many negative variances that are inadequately explained and that show a considerable lack of control of labor mix or neglect in meeting the requirements of the agreed labor, qualification, and rates matrix.

Unsatisfactory: Does not meet contract requirements

HQ0006-04-F-0027
Attachment 6

Labor Mix, Qualifications and Rates Matrix

2 Pages Redacted in their Entirety

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

GOVERNMENT FURNISHED INFORMATION

1. Access to PPBS Information: **Yes**

2. Access to information of other contractors: **Yes**

GOVERNMENT FURNISHED EQUIPMENT

1. Number of On Site Work Stations (including Computers): 14
2. Number of Off Site Work Stations (including Computers): 1*
3. GFE: **No**

OTHER DIRECT COSTS

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

1. Non-Local Travel

Anticipated Destination	Anticipated Frequency
Huntsville, AL	**4 trips per year**
Los Angeles, CA (various sites)	**4 trips per year**
Andover, MA	**3 trips per year**
Phoenix, AZ	**3 trips per year**
Tucson, AZ	**2 trips per year**
Albuquerque, NM	**2 trips per year**
Vandenberg, CA (VAFB)	**2 trips per year**
Colorado Springs, CO	**2 trips per year**
Sacramento, CA	**4 trips per year**

2. Other Costs: As authorized by the COR.

**** Workstation located On Site at government installation in Albuquerque, NM.***

HQ0006-04-F-0027
Attachment 8

Management Plan

11 Pages Redacted in their Entirety

HQ0006-04-F-0027
Exhibit A

CONTRACT DATA REQUIREMENTS LIST

July 7, 2004

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/QS Contracting Officer's Representative (COR) as indicated by the first addressee entry of Block 14.a. The use of "N/A" in Block 8 does not forfeit or otherwise affect the Government's right to consider unacceptable any submission of data that does not comply with the contract requirements.

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

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

F. SUPPLEMENTAL INFORMATION

G. DEFINITIONS OF ACRONYMS AND ABBREVIATIONS

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
	WKLY	Weekly
11	N/A	Not applicable
12	DAC	Days after contract initiation
13	xx DARP	xx Days After Reporting Period
14	LT	Letter of transmittal

I. ADDRESSEE LIST

Block 14

Entry	Complete Mailing Address
MDA/QS MDA/CTS, or	Missile Defense Agency/_____ ATTN: Suffolk Building 5611 Columbia Pike Falls Church, VA 22041
DTIC	Defense Technical Information Center ATTN: DTIC-O 8725 John J. Kingman Road, Suite 0944 Fort Belvoir, VA 22060-6218
MDA BIRC	BMD Information Resource Center ATTN: FOB2/ANNEX 7100 Defense Pentagon Washington, DC 20301-7100

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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

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

D. SYSTEM/ITEM	E. CONTRACT/PR. NO	F. CONTRACTOR
Mission Assurance and Administrative Support	HQ0006-04-F-0027	Swales Aerospace

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A001	Status Report	

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MGMT-80368/T, Jun. 1987	Contract Documents	MDA/QS

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	C	WKLY	See Block 16
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
N/A		0	7 DARP

16. REMARKS

Block 4: The Data Item Description DI-MGMT-80368/T is tailored as follows: DID Block 6a: Distribution to the DTIC is not applicable; DID Section 10.1: Contractor data format is acceptable, providing that due consideration is given to previously used formats of same or similar reporting for consistency of information presentation. The deliverable shall include one paragraph or one set of bulletized text noting schedule and technical status for each of the tasks agreed to between the contractor and Government COR for each contractor employee.

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

Block 14: Delivery shall be by electronic media unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/QS word processing, spreadsheet, and database applications.

14. DISTRIBUTION

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

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Patrick McGlynn, MDA/QS	July 7, 2004	Marc Lesser	August 10, 2004

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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

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

D. SYSTEM/ITEM	E. CONTRACT/PR. NO	F. CONTRACTOR
Mission Assurance and Administrative Support	HQ0006-04-F-0027	Swales Aerospace

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

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

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		0	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: Distribution to MDA/CT and MDA/QS shall be via electronic means as directed by the PCO.

14. DISTRIBUTION			
a. ADDRESSEE	b. COPIES		
	Draft	Final	
		Reg	Repro
MDA/CT	0	1	
MDA/QS	0	1	
15. TOTAL ⇒	0	2	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Patrick McGlynn, MDA/QS	July 7, 2004	Marc Lesser	August 10, 2004

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY
0003, 0301, 0203, 0303	A	TDP ____ TM ____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR. NO	F. CONTRACTOR
Mission Assurance and Administrative Support	HQ0006-04-F-0027	Swales Aerospace

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A003	Contract Summary Report	

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-ADMN-80447/T, Sep. 1987	Contract Documents	MDA/QS

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	See Block 16	MTHLY	See Block 16
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
N/A		0	10 DARP

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
MDA/QS		1	
MDA/CT		LT	
15. TOTAL ⇒		1	

16. REMARKS

Block 4: The Data Item Description DI-ADMN-80447 is tailored as follows: DID Block 6a: Distribution to the DTIC is not applicable; DID Section 10.1: Contractor data format is acceptable, providing that due consideration is given to previously used formats of same or similar reporting for consistency of information presentation.

Block 9: Distribution statement may be required before dispersing data. If required, it will be provided by COR at MDA/QS prior to data submission.

Blocks 12 and 13: Submission will be 30 days after completion of the period of performance of the base period and each option exercised.

Blocks 14 and 15: A delivery shall be by electronic media unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/QS word processing, spreadsheet, and database applications.

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Patrick McGlynn, MDA/QS	July 7, 2004	Marc Lesser	August 10, 2004