SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER: SEE SCHEDULE

2. CONTRACT NO.: GS-23F-0025L
3. AWARD/EFFECTIVE DATE: 15-Dec-2005
4. ORDER NUMBER: HQ0006-06-F-0002
5. SOLICITATION NUMBER:
6. SOLICITATION ISSUE DATE:
7. FOR SOLICITATION INFORMATION CALL: a. NAME
b. TELEPHONE NUMBER *(No Collect Calls)*
8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE HQ0006

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

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

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

NAICS:
SIZE STANDARD:

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

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE 5S145

SPARTA, INC.
(b)(6)
25531 COMMERCENTRE DRIVE
SUITE 120
LAKE FOREST CA 92630-8873

TEL: (b)(6)
FACILITY CODE

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

18a. PAYMENT WILL BE MADE BY CODE HQ0347

DFAS - INDIANAPOLIS CENTER
ATTN: VENDOR PAY
DEPARTMENT 3800
8899 EAST 56TH STREET
INDIANAPOLIS IN 46249-3800

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

$25,890,334.98

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

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES
[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

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
(b)(6)

31c. DATE SIGNED
11-Jan-2006

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

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*
(b)(6) / CONTRACTING OFFICER, CTS
TEL: (b)(6) EMAIL: (b)(6)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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 30 - BLOCK 14 CONTINUATION PAGE

LOCAL CLAUSE

This order is the exercise of the 4th option under Blanket Purchase Agreement (BPA) HQ0006-01-A-0058, Call 0001. For administrative purposes, the aforementioned BPA is being exercised under a new contractual vehicle. All Terms and Conditions of the aforementioned BPA has been carried forward under this order. Please refer to Clause 11 of this order and the Table below for graphical representation of the aforementioned BPA and this order.

Schedule of Award Term Evaluation Periods and Entitlement Periods									
Core Performance Periods					**Non-Core Performance Periods**				
Old BPA HQ0006-01-A-0058 Call 0001									
CLIN 0001	**CLIN 0101**	**CLIN 0201**	**CLIN 0301**	**CLIN 0401**					
Contract Base Year 1	Option Contract Year 2	Option Contract Year 3	Option Contract Year 4	Option Contract Year 5	Award Term 1 Contract Year 6	Option Contract Year 7	Award Term 2 Contract Year 8	Option Contract Year 9	Award Term 3 Contract Year 10
				Eval (1st Decision Point)	1st Award Term				
						Eval (2nd Decision Point)	2nd Award Term		
								Eval (3rd Decision Point)	3rd Award Term
				CLIN 0001	**CLIN 0101**	**CLIN 0201**	**CLIN 0301**	**CLIN 0401**	**CLIN 0501**
				Instant Order HQ0006-06-F-0002					

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		(b)(4)	Manmonth	(b)(4)	(b)(4)

Services in support of MDA/TE
FFP
Services in support of MDA/TE in accordance with the Statement of Objective (SOO) (Attachment 1) to provide the equivalent of (b)(4) Manmonths of effort (b)(4) man-years of effort (MYE)) and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8). (Reference Blanket Purchase Agreement (BPA) HQ0006-01-A-0058, Call 0001.)

NET AMT (b)(4)

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Dollars, U.S.		

Other Direct Costs (ODC)
COST
ODCs to support MDA//TE in accordance with the Statement of Objective (SOO) (Attachment 1) for CLIN 0001 and Statement of Work (SOW) (Attachment 14) for CLIN 0005.

ESTIMATED COST $300,000.00

ESTIMATED COST $300,000.00

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			Lot		NSP
	Contract Data Requirements List (CDRL) FFP Provide data and reports for CLINs 0001, 0002, 0004, 0005, 0006, and 0007 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
0004		(b)(4)	Dollars, U.S.	$1.00	(b)(4)

Special Studies/Technical Task Orders

T&M

Special Studies as directed in Technical Task Orders in accordance with the SOW (Attachment 14: Independent Assessments SOW) and Clause 23 for a period of 12 months.

The Contractor is required to invoice for the actual hours worked in accordance with the table below. The hours are estimated and thus variable; the rate is fixed.

Independent Assessments Surge in Support of MDA/TEA

PoP: 12/15/05-12/14/06

Labor Category	Est. Hours	Fixed Rate	Est. Total
Subject Matter Expert	(b)(4)		
Subject Matter Expert			
Subject Matter Expert			
Subject Matter Expert			

Total Labor Hours: (b)(4)

Total Labor costs: (b)(4)

Total ODCs/Travel: (b)(4)

Total Labor and ODCs: (b)(4)

The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to invoice for the actual hours worked in accordance with the table below. The hours are estimated and thus variable; the rate is fixed.

Target of Opportunity (TOO) Surge in Support of MDA/TEC

Labor Category	Est. Hours	Fixed Rate	Est. Total
Subject Matter Expert	(b)(4)	(b)(4)	(b)(4)

Total Labor costs: (b)(4)

Statement of Work for Surge Support MDA/TEC

Period of Performance: December 15, 2005 - December 14, 2006

· Assist in the Preparation of Draft and Final System-Level Operations Requirements Documents for Target of Opportunity (TOO) and Safety Enhanced Reentry Vehicle (SERV) Test Flights

· Man-hours for this task - (b)(4)

· Assist in the Review and Correction of Eight Associate Operations (AO) Operations Requirements (OR) Documents Prepared for Participation in Target of Opportunity (TOO) and Safety Enhanced Reentry Vehicle (SERV) Test Flights

· Man-hours for this task (b)(4)

· Assist in the Preparation of Pre- and Post-Test AT&L Notification Memos for the Secretary of Defense

· Man-hours for this task - (b)(4)

TOTAL MAN HOURS FOR THE PERIOD OF PERFORMANCE: (b)(4)

TOT ESTIMATED PRICE (b)(4)

CEILING PRICE

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		(b)(4)	Labor Hours	(b)(4)	(b)(4)

Infrastructure Management

T&M

Program management in accordance with the Statement of Work (SOW) (Attachment 15).

The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to invoice for the actual hours worked in accordance with the table below. The hours are estimated and thus variable; the rate is fixed.

Labor Category	Est. Hours	Fixed Rate	Est. Total
Project Manager	(b)(4)	(b)(4)	(b)(4)
Onsite Facility Manager			

Total Labor Hours (b)(4)

Total Labor costs:

TOT ESTIMATED PRICE (b)(4)

CEILING PRICE

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000501					

Incremental Funding for CLIN 0005

T&M

Infrastructure Management

FCR#53010, Basic

PURCHASE REQUEST NUMBER: 53010, BASIC

TOT ESTIMATED PRICE $0.00

CEILING PRICE

ACRN AB Funded Amount $10,000.00

FOB: Destination

ITEM NO 0006	SUPPLIES/SERVICES	QUANTITY	UNIT Dollars, U.S.	UNIT PRICE	AMOUNT
	Infrastructure Annual Expenses COST Facilities management in accordance with the Statement of Work (Attachment 15).				
				ESTIMATED COST	(b)(4)
	Funded Amount				$0.00

FOB: Destination

ITEM NO 000601	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Incremental Funding for CLIN 0006 COST Infrastructure Annual Expenses FCR# 53008, Basic PURCHASE REQUEST NUMBER: 53008, BASIC				
				ESTIMATED COST	$0.00
	ACRN AA Funded Amount				$300,000.00

FOB: Destination

ITEM NO 0007	SUPPLIES/SERVICES	QUANTITY	UNIT Dollars, U.S.	UNIT PRICE	AMOUNT
	Infrastructure Design/Build-Out CPFF ODCs to support design and build-out in accordance with the Statement of Work (SOW) (Attachment 15) and Paragraph 28. Fixed Fee to be determined (TBD) upon receipt of Sparta's proposal.				
				ESTIMATED COST	(b)(4)
				FIXED FEE	$0.00
				TOTAL EST COST + FEE	(b)(4)
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000701					
	Incremental Funding for CLIN 0007				
	CPFF				
	Infrastructure Design/Build-out				
	FCR# 53009, Basic				
	PURCHASE REQUEST NUMBER: 53009, BASIC				
				ESTIMATED COST	$0.00
				FIXED FEE	$0.00
				TOTAL EST COST + FEE	$0.00
	ACRN AC Funded Amount				$500,000.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101 OPTION	Services in support of MDA/TE				
	FFP				
	Services in support of MDA/TE in accordance with the Statement of Objective (SOO) (Attachment 1) to provide the equivalent o(b)(4) Manmonths of effort (b)(4) man-years of effort (MYE)) and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8). (Reference Blanket Purchase Agreement (BPA) HQ0006-01-A-0058, Call 0001.)				
				NET AMT	$0.00
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102 OPTION	Other Direct Costs (ODCs)				
	COST				
	ODCs to support MDA/TE in accordance with the Statement of Objective (SOO) (Attachment 1) for CLIN 0001 and Statement of Work (SOW) (Attachment 14) for CLIN 0005.				
	ESTIMATED COST $000.00				
				ESTIMATED COST	$0.00
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103 OPTION	Contract Data Requirements List (CDRL)				
	FFP				
	Provide data and reports for CLINs 0101, 0102, 0104, 0105, and 0106 in accordance with the CDRL, DD Form 1423-1. NOT SEPARATELY PRICED (NSP)				
				NET AMT	$0.00
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0104 OPTION	Special Studies/Technical Task Orders T&M Special Studies as directed in Technical Task Orders in accordance with the SOW and Clause # 23 for a period of 12 months. The Contractor is required to invoice for the actual hours worked in accordance with the table below. The hours are estimated and thus variable; the rate is fixed. Labor Category Est. Hours Fixed Rate ODCs:				
				TOT ESTIMATED PRICE	$0.00
				CEILING PRICE	
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0105 OPTION	Infrastructure Management T&M Program management in accordance with the Statement of Work (SOW) (Attachment 14).				
				TOT ESTIMATED PRICE	$0.00
				CEILING PRICE	
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0106 EXERCISED OPTION	Infrastructure Annual Expenses COST Facilities management in accordance with the Statement of Work (Attachment 14).				
				ESTIMATED COST	$0.00
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0107	RESERVED CPFF				
				ESTIMATED COST	$0.00
				FIXED FEE	$0.00
				TOTAL EST COST + FEE	$0.00
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201 OPTION	Services in support of MDA/TE FFP Services in support of MDA/TE in accordance with the Statement of Objective (SOO) (Attachment 1) to provide the equivalent of (b)(4) Manmonths of effort (b)(4) man-years of effort (MYE)) and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8). (Reference Blanket Purchase Agreement (BPA) HQ0006-01-A-0058, Call 0001.)				
				NET AMT	$0.00
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202 OPTION	Other Direct Costs (ODCs)				
	COST				
	ODCs to support MDA/TE in accordance with the Statement of Objective (SOO) (Attachment 1) for CLIN 0001 and Statement of Work (SOW) (Attachment 14) for CLIN 0005.				
	ESTIMATED COST $000.00				
				ESTIMATED COST	$0.00
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203 OPTION	Contract Data Requirements List (CDRL)				
	FFP				
	Provide data and reports for CLINs 0201, 0202, 0204, 0205, and 0206 in accordance with the CDRL, DD Form 1423-1. NOT SEPARATELY PRICED (NSP)				
				NET AMT	$0.00
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0204 OPTION	Special Studies/Technical Task Orders T&M Special Studies as directed in Technical Task Orders in accordance with the SOW and Clause #23 for a period of 12 months. The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to invoice for the actual hours worked in accordance with the table below. The hours are estimated and thus variable; the rate is fixed. Labor Category Est. Hours Fixed Rate ODCs:				
				TOT ESTIMATED PRICE	$0.00
				CEILING PRICE	
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0205 OPTION	Infrastructure Management T&M Program management in accordance with the Statement of Work (SOW) (Attachment 14).				
				TOT ESTIMATED PRICE	$0.00
				CEILING PRICE	
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0206 EXERCISED OPTION	Infrastructure Annual Expenses COST Facilities management in accordance with the Statement of Work (Attachment 14).				
				ESTIMATED COST	$0.00
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0207	RESERVED CPFF				
				ESTIMATED COST	$0.00
				FIXED FEE	$0.00
				TOTAL EST COST + FEE	$0.00
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301 OPTION	Services in support of MDA/TE FFP Services in support of MDA/TE in accordance with the Statement of Objective (SOO) (Attachment 1) to provide the equivalent of (b)(4) Manmonths of effort (b)(4) man-years of effort (MYE)) and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8). (Reference Blanket Purchase Agreement (BPA) HQ0006-01-A-0058, Call 0001.)				
				NET AMT	$0.00
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302 OPTION	Other Direct Costs (ODCs)				
	COST				
	ODCs to support MDA/TE in accordance with the Statement of Objective (SOO) (Attachment 1) for CLIN 0001 and Statement of Work (SOW) (Attachment 14) for CLIN 0005.				
	ESTIMATED COST: $000.00				
				ESTIMATED COST	$0.00
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0303 OPTION	Contract Data Requirements List (CDRL)				
	FFP				
	Provide data and reports for CLINs 0301, 0302, 0304, 0305, and 0306 in accordance with the CDRL, DD Form 1423-1. NOT SEPARATELY PRICED (NSP)				
				NET AMT	$0.00
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0304 OPTION	Special Studies/Technical Task Orders T&M Special Studies as directed in Technical Task Orders in accordance with the SOW and Clause #23 for a period of 12 months. The Contractor is required to invoice for the actual hours worked in accordance with the table below. The hours are estimated and thus variable; the rate is fixed. Labor Category Est. Hours Fixed Rate ODCs:				
				TOT ESTIMATED PRICE	$0.00
				CEILING PRICE	
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0305 OPTION	Infrastructure Management T&M Program management in accordance with the Statement of Work (SOW) (Attachment 14).				
				TOT ESTIMATED PRICE	$0.00
				CEILING PRICE	
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0306 EXERCISED OPTION	Infrastructure Annual Expenses COST Facilities management in accordance with the Statement of Work (Attachment 14).				
				ESTIMATED COST	$0.00
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0307	RESERVED CPFF				
				ESTIMATED COST	$0.00
				FIXED FEE	$0.00
				TOTAL EST COST + FEE	$0.00
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0401 OPTION	Services in support of MDA/TE FFP Services in support of MDA/TE in accordance with the Statement of Objective (SOO) (Attachment 1) to provide the equivalent of (b)(4) Manmonths of effort (b)(4) man-years of effort (MYE)) and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8). (Reference Blanket Purchase Agreement (BPA) HQ0006-01-A-0058, Call 0001.)				
				NET AMT	$0.00
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0402 OPTION	Other Direct Costs (ODCs) COST ODCs to support MDA/TE in accordance with the Statement of Objective (SOO) (Attachment 1) for CLIN 0001 and Statement of Work (SOW) (Attachment 14) for CLIN 0005.				
	ESTIMATED COST: $000.00				
				ESTIMATED COST	$0.00
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0403 OPTION	Contract Data Requirements List (CDRL) FFP Provide data and reports for CLINs 0401, 0402, 0404, 0405, and 0406 in accordance with the CDRL, DD Form 1423-1. NOT SEPARATELY PRICED (NSP)				
				NET AMT	$0.00
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0404 OPTION	Special Studies/Technical Task Orders T&M Special Studies as directed in Technical Task Orders in accordance with the SOW and Clause #23 for a period of 12 months. The Contractor is required to invoice for the actual hours worked in accordance with the table below. The hours are estimated and thus variable; the rate is fixed. Labor Category Est. Hours Fixed Rate ODCs:				
				TOT ESTIMATED PRICE	$0.00
				CEILING PRICE	
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0405 OPTION	Infrastructure Management T&M Program management in accordance with the Statement of Work (SOW) (Attachment 14).				
				TOT ESTIMATED PRICE	$0.00
				CEILING PRICE	
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0406 EXERCISED OPTION	Infrastructure Annual Expenses COST Facilities management in accordance with the Statement of Work (Attachment 14).				
				ESTIMATED COST	$0.00
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0407	RESERVED CPFF				
				ESTIMATED COST	$0.00
				FIXED FEE	$0.00
				TOTAL EST COST + FEE	$0.00
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0501 OPTION	Services in support of MDA/TE FFP Services in support of MDA/TE in accordance with the Statement of Objective (SOO) (Attachment 1) to provide the equivalent of (b)(4) Manmonths of effort (b)(4) man-years of effort (MYE)) and services on a monthly basis for a period of 12 months in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8). (Reference Blanket Purchase Agreement (BPA) HQ0006-01-A-0058, Call 0001.)				
				NET AMT	$0.00
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0502 OPTION	Other Direct Costs (ODCs)				
	COST				
	ODCs to support MDA/TE in accordance with the Statement of Objective (SOO) (Attachment 1) for CLIN 0001 and Statement of Work (SOW) (Attachment 14) for CLIN 0005.				
	ESTIMATED COST: $000.00				
				ESTIMATED COST	$0.00
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0503 OPTION	Contract Data Requirements List (CDRL)				
	FFP				
	Provide data and reports for CLINs 0501, 0502, 0504, 0505, and 0506 in accordance with the CDRL, DD Form 1423-1. NOT SEPARATELY PRICED (NSP)				
				NET AMT	$0.00
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0504 OPTION	Special Studies/Technical Task Orders				

T&M

Special Studies as directed in Technical Task Orders in accordance with the SOW and Clause #23 for a period of 12 months.

The Contractor is required to invoice for the actual hours worked in accordance with the table below. The hours are estimated and thus variable; the rate is fixed.

Labor Category Est. Hours Fixed Rate

ODCs:

TOT ESTIMATED PRICE $0.00

CEILING PRICE

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0505 OPTION	Infrastructure Management				

T&M

Program management in accordance with the Statement of Work (SOW) (Attachment 14).

TOT ESTIMATED PRICE $0.00

CEILING PRICE

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0506 OPTION	Infrastructure Annual Expenses				

COST

Facilities management in accordance with the Statement of Work (Attachment 14).

ESTIMATED COST $0.00

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0507	RESERVED CPFF				
				ESTIMATED COST	$0.00
				FIXED FEE	$0.00
				TOTAL EST COST + FEE	$0.00
	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	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
000501	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
000601	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
000701	N/A	N/A	N/A	Government
0101	N/A	N/A	N/A	Government
0102	N/A	N/A	N/A	Government
0103	N/A	N/A	N/A	Government
0104	N/A	N/A	N/A	Government
0105	N/A	N/A	N/A	Government
0106	N/A	N/A	N/A	Government
0107	N/A	N/A	N/A	Government
0201	N/A	N/A	N/A	Government
0202	N/A	N/A	N/A	Government
0203	N/A	N/A	N/A	Government
0204	N/A	N/A	N/A	Government
0205	N/A	N/A	N/A	Government
0206	N/A	N/A	N/A	Government
0207	N/A	N/A	N/A	Government
0301	N/A	N/A	N/A	Government
0302	N/A	N/A	N/A	Government

0303	N/A	N/A	N/A	Government
0304	N/A	N/A	N/A	Government
0305	N/A	N/A	N/A	Government
0306	N/A	N/A	N/A	Government
0307	N/A	N/A	N/A	Government
0401	N/A	N/A	N/A	Government
0402	N/A	N/A	N/A	Government
0403	N/A	N/A	N/A	Government
0404	N/A	N/A	N/A	Government
0405	N/A	N/A	N/A	Government
0406	N/A	N/A	N/A	Government
0407	N/A	N/A	N/A	Government
0501	N/A	N/A	N/A	Government
0502	N/A	N/A	N/A	Government
0503	N/A	N/A	N/A	Government
0504	N/A	N/A	N/A	Government
0505	N/A	N/A	N/A	Government
0506	N/A	N/A	N/A	Government
0507	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 15-DEC-2005 TO 14-DEC-2006	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) MDA/TE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (b)(6) FOB: Destination	HQ0006
0002	POP 15-DEC-2005 TO 14-DEC-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0003	POP 15-DEC-2005 TO 14-DEC-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0004	POP 15-DEC-2005 TO 14-DEC-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0005	POP 15-DEC-2005 TO 14-DEC-2006	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) MDA/TE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (b)(6) FOB: Destination	HQ0006

000501	N/A	N/A	N/A	N/A
0006	POP 15-DEC-2005 TO 14-DEC-2006	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) MDA/TE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (b)(6) FOB: Destination	HQ0006
000601	N/A	N/A	N/A	N/A
0007	POP 15-DEC-2005 TO 14-DEC-2006	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) MDA/TE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (b)(6) FOB: Destination	HQ0006
000701	N/A	N/A	N/A	N/A
0101	POP 15-DEC-2006 TO 14-DEC-2007	N/A	N/A FOB: Destination	
0102	POP 15-DEC-2006 TO 14-DEC-2007	N/A	N/A FOB: Destination	
0103	POP 15-DEC-2006 TO 14-DEC-2007	N/A	N/A FOB: Destination	
0104	POP 15-DEC-2006 TO 14-DEC-2007	N/A	N/A FOB: Destination	
0105	POP 15-DEC-2006 TO 14-DEC-2007	N/A	N/A FOB: Destination	
0106	POP 15-DEC-2006 TO 14-DEC-2007	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) MDA/TE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (b)(6) FOB: Destination	HQ0006
0107	N/A	N/A	N/A	N/A
0201	POP 15-DEC-2007 TO 14-DEC-2008	N/A	N/A FOB: Destination	
0202	POP 15-DEC-2007 TO 14-DEC-2008	N/A	N/A FOB: Destination	

0203	POP 15-DEC-2007 TO 14-DEC-2008	N/A	N/A FOB: Destination	
0204	POP 15-DEC-2007 TO 14-DEC-2008	N/A	N/A FOB: Destination	
0205	POP 15-DEC-2007 TO 14-DEC-2008	N/A	N/A FOB: Destination	
0206	POP 15-DEC-2007 TO 14-DEC-2008	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) MDA/TE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (b)(6) FOB: Destination	HQ0006
0207	N/A	N/A	N/A	N/A
0301	POP 15-DEC-2008 TO 14-DEC-2009	N/A	N/A FOB: Destination	
0302	POP 15-DEC-2008 TO 14-DEC-2009	N/A	N/A FOB: Destination	
0303	POP 15-DEC-2008 TO 14-DEC-2009	N/A	N/A FOB: Destination	
0304	POP 15-DEC-2008 TO 14-DEC-2009	N/A	N/A FOB: Destination	
0305	POP 15-DEC-2008 TO 14-DEC-2009	N/A	N/A FOB: Destination	
0306	POP 15-DEC-2008 TO 14-DEC-2009	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) MDA/TE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (b)(6) FOB: Destination	HQ0006
0307	N/A	N/A	N/A	N/A
0401	POP 15-DEC-2009 TO 15-DEC-2010	N/A	N/A FOB: Destination	
0402	POP 15-DEC-2009 TO 14-DEC-2010	N/A	N/A FOB: Destination	
0403	POP 15-DEC-2009 TO 14-DEC-2010	N/A	N/A FOB: Destination	

0404	POP 15-DEC-2009 TO 14-DEC-2010	N/A	N/A FOB: Destination	
0405	POP 15-DEC-2009 TO 14-DEC-2010	N/A	N/A FOB: Destination	
0406	POP 15-DEC-2009 TO 14-DEC-2010	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) MDA/TE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (b)(6) FOB: Destination	HQ0006
0407	N/A	N/A	N/A	N/A
0501	POP 15-DEC-2010 TO 14-DEC-2011	N/A	N/A FOB: Destination	
0502	POP 15-DEC-2010 TO 14-DEC-2011	N/A	N/A FOB: Destination	
0503	POP 15-DEC-2010 TO 14-DEC-2011	N/A	N/A FOB: Destination	
0504	POP 15-DEC-2010 TO 14-DEC-2011	N/A	N/A FOB: Destination	
0505	POP 15-DEC-2010 TO 14-DEC-2011	N/A	N/A FOB: Destination	
0506	POP 15-DEC-2010 TO 14-DEC-2011	N/A	N/A FOB: Destination	
0507	N/A	N/A	N/A	N/A

ACCOUNTING AND APPROPRIATION DATA

AA: 9750400.2520 5 BM 2520 40603882C00 231Z S12135 BMDO0157273008 520057
AMOUNT: $300,000.00

AB: 975400.2520 5 BM 2520 40603882C00 252G S12135 BMDO0157273010 520057
AMOUNT: $10,000.00

AC: 9750400.2520 5 BM 2520 40603882C00 252G S12135 BMDO0157273009 520057
AMOUNT: $500,000.00

BASIC SUPPORT SERVICES PROGRAM

a. This is a Firm Fixed Price (FFP) order with Time & Material (T&M) and Cost Reimbursable provisions. The FFP CLIN is CLIN 0001 (and respective CLINs for each option year) and the T&M CLINs are CLINs 0004 and 0005 (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). The Cost type CLINs are CLIN 0006 (and respective CLINs for each option year) and CLIN 0007.

DFARS 252.232-7007 Limitation Of Government's Obligation (AUG 1993) is incorporated herein by reference and is applicable to CLIN 0001 (and respective CLINs for each option year) and any other FFP based CLIN that may subsequently be added to this order. In accordance with (IAW) DFARS 252.232-7007, Paragraph (a), the sum of $0 for CLIN 0001 of the total price is presently available for payment and allotted to this contract. IAW DFARS 252.232-7007, Paragraph (i), the parties contemplate that the Government will allot funds to this contract incrementally based on fiscal year availability of funds.

b. The contractor agrees to provide a firm fixed price for CLIN 0001 (and respective CLINs for each option year). The CLIN 0001 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 CLIN 0001 (and respective CLINs for each option year) 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).

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 IAW the GSA Schedule. The ODC CLINs are intended to cover pre-approved contractor travel, atypical time-critical supply or reproduction needs, and leased facilities (excluding CLIN 0006 and respective CLINs for each option year) when authorized in advance by the Contracting Officer. The CLIN 0004 price will be determined on an individual Technical Task Order basis IAW Clause #23.

FAR 52.232-22 Limitation Of Funds (APR 1984) is incorporated herein by reference and is applicable to CLIN 0002, 0004, 0005 and 0007 (and respective CLINs for each option year) and any other Cost based CLIN that may subsequently be added to this order.

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 (which delineates whether staff is on-site at MDA or off-site at the contractors facility) agreed to by the parties as specified in Attachment 5, Labor Mix, Qualifications and Rates Matrix (submitted as part of the Offer). While the Government expects minor month-to-month fluctuations may occur in the actual staffing provided, it is the Contractor's responsibility to provide the effort and services such as to maintain a steady level-of-effort performance throughout the entire 12-month performance period. Minor variations in staffing and skill mix are mutually understood as an appropriate outcome of the work environment. In the event that there is a change in staff location (on- to off-, or off- to on-site), the contractor shall provide the MDA Contracting Officer a revised Attachment 5 along with the appropriate upward or downward adjustment in contract price resulting from the change in staff location. There are ten (10) Government observed holidays.

e. The period of performance for the base period for CLINs 0001 through 0004, 0005 and 0007 is 12 months.

(1) This contract is renewable in three award term increments of 12 months each at the unilateral option of the Government. An award term or associated 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 award term or option requirement. (Note that this order contains an award term provision IAW Clauses #11 and #12. The total duration of the order may extend to six (6) years.)

(2) The Government has the unilateral right to exercise any option CLIN with man-month units of measurement at the man-years designated for said CLIN minus up to five (5) man-years (1 man-year = 12 man-months), so long as notice of any decrease is provided to the Contractor not later than sixty (60) days prior to the performance period start date of an option. For example, if the designated man-years are 63 (63 x 12 = 756 man-months) the Government may exercise the option for anywhere between 58 man-years (58 x 12 = 696 man-months) and 63 man-years. If the Option period begins on October 1st, notice of the Governments intent to exercise at a lesser quantity must be provided to the Contractor no later than August 1st.

(a) Any decrease is deemed a change under this contract in accordance with FAR 52.243-1 Changes -Fixed-Price, Alternate III or FAR 52.243-3 Changes -Time-and-Materials or Labor-Hours. Accordingly, immediately after the aforementioned notice the Contractor will meet with the Contracting Officer and Contracting Officer's Representative to jointly determine a revised staffing skill mix and a reprioritizing of the contract's mission, deliveries and product output based on any reduction in a CLINs total man-years. The parties will subsequently negotiate an equitable adjustment (decrease) in contract value and CLIN price based on the man-years exercised and revised staffing skill mix.

(b) If agreement on an equitable adjustment to the contract is not reached within 30-days after the Option period starts (October 31st in the example above), or within any extension granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price, subject to Contractor appeal as provided in the "Disputes" clause. In any event, the Contractor shall proceed with performance of the contract, subject only to DFARS 252.232-7007, Limitation of Government Liability.

f. The cumulative period of performance for CLINs 0006, 0106, 0206, 0306 and 0406 is 60 months.

This order is subject to the terms and conditions of the General Services Administration (GSA) Federal Supply Schedule (FSS) Contract GS-23F-0025L and all clauses and provisions in full text or incorporated by reference herein. In the event of conflict, this SF 1449 shall govern.

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

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

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

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

2. ORDER ACCOUNTING

a. Separate invoices shall be submitted for each individual CLIN 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 for CLIN 0001 (and respective CLINs for each option year) and labor hours by labor category for CLINs 0004 and 0005 (and respective CLINs for each option year).
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 or fixed man-month unit price extended for the actual number of man-months provided under CLIN 0001 (and respective option CLINs for each option year); the period of performance or authorized labor hours under CLIN 0004 (and respective option CLINs for each option year); or the established cost ceiling under CLIN 0002 (and respective option CLINs for each option year).

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

3. PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

CLIN(s) under this order (and associated Option CLIN(s), may be funded by multiple accounting classifications. The Contractor shall segregate cost and submit vouchers as required by paragraph 2 above. The Defense Finance and Accounting Service (DFAS) shall make payments from those Accounting Classification Record Numbers (ACRNs) assigned to each CLIN as described herein. Payments by the paying office are to be made by

CLIN, from the earliest available funds by fiscal year as identified by ACRN.

4. PERIOD OF PERFORMANCE

The base period the period of performance for this Order is 12 months commencing from the effective date of this order. Unless otherwise stated by the Contracting Officer, any extension to the contractor's GSA FSS Contract shall apply to this order, and any subsequent award term entitlement (see Clause #11) when awarded pursuant to this Order. Award term periods will be 12 months in length.

5. REMITTANCE ADDRESS

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

Sparta, Inc.
25531 Commercentre Drive, Suite 120
Lake Forest, California 92630-8873
Attn: (b)(6)

6. 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 (excluding CLINs 0006 and 0007, and respective CLINs for each option year).

7. 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 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 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 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.

8. DELIVERABLES

The contractor is required to complete a "Monthly Status Report (MSR)", "Technical Status Report", "Funds and Labor Hour Expenditure Report" using the Combined Acquisition Reporting and Analysis Tool (CARAT), and other reports to the Contracting Officer IAW the attached DD Form 1423-1, CDRL, Exhibit A and as specified in the SOO and/or SOW.

9. LOCATION OF PERFORMANCE

a. On-site work will be performed at MDA National Capital Region (NCR) sites (currently Federal Office Building #2 (FOB2), Sequoia Plaza, and various locations in Crystal City, Arlington, Virginia and the Suffolk Building, Fairfax, Virginia) and at sites designated in Huntsville, Alabama. Additional Continential United States (CONUS) sites may be identified at a later date. Should off-site personnel be required at a future date in the NCR, or Huntsville, Alabama region, the following shall apply: Off-site personnel are expected to perform tasks from a contractor facility within a 30 minute one-way commute time from MDA Headquarters (FOB2 and MDA designated site located in Huntsville, Alabama, 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 NCR metropolitan area must be explained/justified.

b. For purposes of this Order, the facility associated with CLIN 0006 (and respective CLINs for each option year) is considered within a 30 minute one-way commute time from MDA Headquarters.

10. KEY STAFF

a. The Contractor shall notify and obtain the approval of the PCO and COR 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 Order award; and (2) if adding personnel to fill newly added key staff positions, the added person's qualifications are equal to or better than the desired qualifications of this Order. Key Staff positions are designated in Attachment 5.

b. Changes in key staff are deemed a request for change initiated by the contractor under this order in accordance with FAR 52.243-1 Changes -Fixed-Price, Alternate III or FAR 52.243-3 Changes -Time-and-Materials or Labor-Hours. Any contractor request for changes in key staff shall include cost and pricing data substantiating either (1) a downward equitable adjustment to the order price or (2) why such an adjustment is not warranted. The cost and pricing data will be submitted to the Contracting Officer only.

11. AWARD TERM (excluding CLINs 0006, 0106, 0206, 0306, 0406 and 0506)

For purposes of this Clause, CLIN 0001 equates to CLIN 0401 of Blanket Purchase Agreement (BPA) HQ0006-01-A-0058, Call 0001 (Contract Year 5). This instant Order exercises what was the 4th Option Period under BPA HQ0006-01-A-0058, Call 0001.

a. This order, when combined with BPA HQ0006-01-A-0058, Call 0001, provides for a core performance time of 60 months consisting of a 12-month basic period and four (4) 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, 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. The first two 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 ten (10) years (see Table below). The contractor may earn award term periods 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 IAW 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 the Government established Award Term Plan (Attachment 6). The schedule part of this clause reflects the timetable for evaluations

and award term decision points. The evaluation decision point is scheduled for completion 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**				
Old BPA HQ0006-01-A-0058 Call 0001									
CLIN 0001	**CLIN 0101**	**CLIN 0201**	**CLIN 0301**	**CLIN 0401**					
Contract Base Year 1	Option Contract Year 2	Option Contract Year 3	Option Contract Year 4	Option Contract Year 5	Award Term 1 Contract Year 6	Option Contract Year 7	Award Term 2 Contract Year 8	Option Contract Year 9	Award Term 3 Contract Year 10
				Eval (1st Decision Point)	1st Award Term				
						Eval (2nd Decision Point)	2nd Award Term		
								Eval (3rd Decision Point)	3rd Award Term
				CLIN 0001	**CLIN 0101**	**CLIN 0201**	**CLIN 0301**	**CLIN 0401**	**CLIN 0501**
				Instant Order HQ0006-06-F-0002					

d. The contractor must achieve a higher than satisfactory evaluation score (IAW criteria set in the Award Term Plan) for the evaluation period to be eligible for each award term. Practice or information evaluations may be conducted near the end of the base year and option contract year 2. The first official evaluation period occurs in the third 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 is provided as Attachment 6 under this order. The Contracting Officer may unilaterally revise this Plan at any time prior to the start of each new award term period. The Award Term Approving Official will designate a Performance Award Term Review Team. 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 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.

g. 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 FSS and requirements under the then current Federal Acquisition Regulations and Defense Federal Acquisition Regulations Supplement.

12. AWARD TERM/NON-CORE OPTION YEAR PRICE ADJUSTMENT

a. The negotiated rate and price for award term periods, if earned, and non-core option years following the award term periods (option years seven (7) and nine (9)), if exercised, will be determined prior to the start of each award term period IAW 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 ten percent (10%) 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 ten percent (10%) over the unit price 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.

13. POTENTIAL GROWTH

Due to emerging events there is a potential for the man-year effort (MYE) requirement to grow up to 300%. 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 prevailing contract labor rates.

14. 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 52.215-21 included in the GSA Schedule contract.

15. CONTRACTOR ACCESS TO PLANNING, PROGRAMMING, BUDGETING, AND EXECUTION (PPBE) DATA (OCT 2004)

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) **PLANNING**

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

(2) **PROGRAMMING**

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

(3) **BUDGETING**

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

(4) **EXECUTION**

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

e. The Contractor shall be responsible for informing its personnel (hereinafter includes persons employed by the Contractor as an agent, consultant, or subcontractor) of the provisions of this clause and providing original MDA PPBE certifications "PPBE Non-Disclosure Agreement "(MDA Form 099) attached to the Contracting Officer within fifteen (15) days after the award of this contract. A "PPBE Non-Disclosure Agreement" shall be obtained

from each Contractor employee involved in the performance of this contract that requires access to such data. Each individual shall be required to agree to:

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

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

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

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

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

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

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

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

(1) Information Systems Directorate - all ADP equipment.

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

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

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

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

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

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

16. ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

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

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

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

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

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

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

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

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

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

d. Representations and Disclosures:

(1) The Contractor represents that it has disclosed to the Contracting Officer, prior to award, all facts relevant to the existence or potential existence of organizational conflict of interest as that term is used in FAR Subpart 9.5. To facilitate disclosure and Contracting Officer approval, the Contractor shall complete an OCI Analysis/Disclosure Form (Attachment 3) for each MDA, BMD, and BMD-related contract or subcontract.

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

e. Remedies and Waiver:

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

(2) The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future.

Accordingly, the Contractor may at any time seek a waiver from the Director, MDA, (via the Contracting Officer) by submitting a full written description of the requested waiver and the reasons in support thereof.

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

17. PUBLIC RELEASE OF INFORMATION (JAN 2003)

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

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

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

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

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

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

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

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

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

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

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

j. Outlines or rough drafts will not be cleared.

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

18. ENABLING CLAUSE FOR BMD INTERFACE

a. It is anticipated that, during the performance of this contract, the Contractor will be required to support Technical Interface/Integration Meetings (TIMS) with other BMD Contractors and other Government agencies. The Contractor, as needed to protect the rights of the Contractor and the Government, will negotiate appropriate OCI clauses.

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

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

d. Personnel from BMD Contractors or other Government agencies or Contractors are not authorized to direct the Contractor in any manner.

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

19. MDA VISIT AUTHORIZATION PROCEDURES

a. The Contractor shall submit all required visit clearances IAW the National Industrial Security Program Operating Manual and will forward all visit requests, identifying the contract number, to:

Office of the Secretary of Defense
Missile Defense Agency
7100 Defense Pentagon, MDA/SOC
Washington, D.C. 20301-7100
Phone No.: (703) 695-8048 FAX No.: (703) 693-1526

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

20. SMALL BUSINESS PARTICIPATION REPORTING REQUIREMENT

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

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

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

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

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

(2) ___ Hardcopy mailed to:

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

21. FEDERAL ACQUISITION REGULATIONS REQUIREMENTS

The following FAR requirements are incorporated by reference:
FAR 52.204-2 Security Requirements (AUG 1996)
FAR 52.243-1 Changes —Fixed-Price (AUG 1987), Alternate III (APR 1984).
FAR 52.243-3 Changes —Time-and-Materials or Labor-Hours (SEP 2000).

22. DEFENSE FEDERAL ACQUISITION REGULATIONS SUPPLEMENT REQUIREMENTS

The following DFARS requirements are incorporated by reference:
252.204-7000 Disclosure Of Information (DEC 1991)
252.204-7005 Oral Attestation of Security Responsibilities (NOV 2001)
252.225-7043 - Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (JUN 2005)
252.232-7003 Electronic Submission of Payment Requests (JAN 2004)
252.239-7016 Telecommunications Security Equipment, Devices, Techniques, And Services (DEC 1991)

23. TECHNICAL TASK ORDERING - CLIN 0004 (and respective CLINs for each option year)

a. The Government will place Technical Task Orders (TTO) for services consistent with the Statement of Work (Attachment 15) for a total amount of hours not to exceed that which is specified at CLIN 0004 (and respective CLINs for each option year), on a fixed price time and materials basis. The contractor shall initiate special studies and receive compensation for such studies only after receiving a task order for the study issued by the PCO.

b. The order will identify (1) the scope of the study and study objectives, (2) the period of performance, (3) the estimated level of effort and skill sets, and (4) the not-to-exceed amount allocated to the particular study project (if the effort needs to start immediately).

c. Upon receipt of the TTO the contractor shall respond with a Task Plan summarizing the study plan of action, milestone schedule, report format and content and estimated cost.

d. The MDA technical sponsor, in coordination with the COR, reconciles the Study Plan with the MDA need and submits a TTO and funding document to the PCO for placement under the contract.

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

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

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

(1) Remove the employee from the current Visit Authorization Request/Letter;
(2) Cancel the MDA badge, keycard and Pentagon Pass issued pursuant to the Visit Authorization Request/Letter; and

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

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

d. Prior to the departure of on-site contractor employees, the departing employee shall complete an out-processing checklist for MDA on-site contractor employees as required by MDA Directive Number 5000.01, and return the completed checklist (MDA Form 018, Attachment 13), with all required signatures, to the cognizant Contracting Officer's Representative (COR). The COR will provide the completed form to the Contracting Officer to be retained in the official contract file by the Contracting Officer.

25. PRICE SAVINGS SHARE OPPORTUNITY

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

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

26. SEGREGATION OF COSTS (JAN 2003)

For CLINs 0006 and 0007 (and respective CLINs for each option year), vouchers shall contain actual hours and costs by cost element (cost elements shall be at the lowest level of identification/discrimination consistent with the Contractor's cost accounting system) and overall cumulative summaries of all work vouchered to date.

27. INSURANCE (JAN 2003)

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

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

28. CONTRACT CLAUSES (APPLICABLE TO CLINs 0006 and 0007 ONLY)

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-16	Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.216-26	Payments Of Allowable Costs Before Definitization	DEC 2002
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-6	Davis Bacon Act	FEB 1995
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-18	Availability of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984

52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.244-2	Subcontracts	AUG 1998
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-6	Subcontracts for Commercial Items	APR 2003
52.245-1	Property Records	APR 1984
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-6 Alt I	Termination (Cost-Reimbursement) (May 2004) - Alternate I	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	APR 2003
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995

252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

29. 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984), APPLICABLE TO CLINs 0006 AND 0007

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding $300,000.00 for CLIN 0006 and $500,000.00 for CLIN 0007.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is $300,000.00 for CLIN 0006 and $500,000.00 for CLIN 0007.

(End of clause)

30. 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.-

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.-

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of clause)

31. CONTRACT DEFINITIZATION OF NOT TO EXCEED (NTE) AMOUNTS

a. A CPFF definitive contract is contemplated for CLINs 0006 and 0007 (and respective Option CLINs). The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive modification that will include (1) additional clauses resulting from this modification and not presently in the contract, and required by the FAR on the date of execution of the contract modification, (2) additional clauses resulting from this modification and not presently in the contract, and required by law on the date of execution of the definitive contract modification, and (3) any other mutually agreeable-clauses, terms, and conditions. The Contractor agrees to submit a firm fixed price proposal and cost or pricing data supporting its proposal.

b. If agreement on a definitive modification to supersede this undefinitized contract modification is not reached by the target date in paragraph (d) below, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with FAR Part 15 and Part 31, subject to Contractor appeal as provided in the

"Disputes" clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause, as indicated in Section I.

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

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

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

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

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

c. The definitive modification resulting from the undefinitized action modifying CLINs: 0006, 0106, 0206, 0306 and 0406 shall not exceed $10,000,000.00, inclusive of fee 0007 shall not exceed $500,000.00, inclusive of fee, for Phase I only

(Additional subparagraphs will be added as required.)

d. The schedule for definitizing this effort is:

EVENT	DATE
Submission of Proposal	*(January 27, 2006)*
Commencement of Negotiations	*(45 days after proposal)*
Definitization	*(90 days after receipt of option exercise)*

32. 52.232-18 Availability of Funds (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

33. Understandings and Presumptions Concerning CLIN 0006, Infrastructure Annual Expenses

TBD upon NTE Definitization.

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Missile Defense Agency/TE, Contract Data Requirements List, Exhibit A		
Attachment 1	Statement of Objective (SOO) for TE SETA Support	2	22 Dec 05
Attachment 2	Government Furnished Information (GFI)-Government Furnished Equipment (GFE) and Other Direct Cost Limitations		
Attachment 3	Organizational Conflict of Interest (OCI) Analysis Disclosure Form	2	

Attachment 4	DD Form 254 Contract Security Classification Specification	17	19 Dec 05
Attachment 5	Labor Mix, Qualifications and Rates Matrix		
Attachment 6	Award Term Plan		
Attachment 7	Planning, Programming, Budgeting and Execution (PPBE) Non-Disclosure Agreement		
Attachment 8	Management Plan		
Attachment 9	Key Staff Relevant Qualifications (Resume Format)	1	
Attachment 10	Non-Key Staff Relevant Qualifications (Resume Format)	1	
Attachment 11	Past Performance Reference	1	
Attachment 12	Proprietary Information Agreement	3	
Attachment 13	Out-Processing Checklist for MDA On-Site Contractor Employees in the National Capital Region	1	
Attachment 14	Statement of Work (SOW) for TE Independent Assessment Surge	1	1 Dec 05
Attachment 15	Statement of Work for Infrastructure, Security, and Related Services	3	12 Dec 05

NOTE: ATTACHMENT 5 AND ATTACHMENT 8 WILL BE PROVIDED ONLY TO THOSE INDIVIDUALS WITH A PROPER NEED TO KNOW. PLEASE CONTACT MDA/CTS IF COPIES OF THESE ATTACHMENTS ARE DESIRED.

ATTACHMENT 1 SOO TE SETA SUPPO

MDA/TE Program Objectives.

☐ Provide the central team that produces an annual BMD System Characterization Report that documents performance based upon ground test and flight test results.

☐ Provide technical support for ground tests and flight tests to collect data for annual BMD System Characterization Reports.

☐ Provide technical support to collect critical measurements on sensor, countermeasure and kill assessment phenomenon.

☐ Provide technical support to evaluate the status of software development and testing in each of the BMD Elements.

☐ Provide specialized program management and technical support for acquisition programs elements.

☐ Assess and evaluate the test programs of the BMDS elements, and integrate them into a BMDS Test Program

☐ Manage the BMDS Test Program

☐ Develop test objectives for Ground Test and Flight Test events.

☐ Support planning, resourcing, execution, analysis and reporting of BMDS events to include Ground Tests and Flight Tests

☐ Support integrated master test planning and scheduling for the BMDS.

☐ Support the development and integration of BMDS test policy and processes.

1.0	**T&E Documentation**
1.1	Program Management
1.2	Assist the development of authoritative documentation of individual BMD Element test programs based upon previous experience with selective BMD element development, testing, simulation and/or performance analysis in such areas as T&E of software and High Energy Lasers. ☐
1.3	Assist the development of authoritative documentation and characterization of the BMD System Capability based upon previous experience with BMD element development, testing and/or analysis: ☐ Ground test, Flight test, and Modeling / Simulation Results ☐ Software development and testing ☐ Capability Assessment Report

2.0	**T&E Planning, Resourcing, Execution, Data Collection, Analysis and Reporting**
2.1	Program Management
2.2	Provide high quality technical support for management of the BMD System test program based upon previous experience in BMDS development, testing, simulation, and/or test data analysis and reporting. ☐ BMDS Integrated Master Test Plan Support ☐ Flight Test Objectives Support ☐ Ground Test Objectives Support ☐ Corporate Lethality Support ☐ Wargame Support ☐ Joint Service Exercise/Capability Demonstration interface support ☐ Support the interface with the BMDS Capability Assessment Team ☐ Support the interface with the Operational Test Agency Team ☐ Support the Test Mission Assurance function ☐ Support the Director, Responsible Test Organization ☐ Support the Director, Combined Test Force ☐ Support interactions with MDA/TER ☐ Support T&E policy and process development

ATTACHMENT 14 SOW TEA SURGE

MISSILE DEFENSE AGENCY
TEST AND ASSESSMENT
INDEPENDENT ASSESSMENTS
STATEMENT OF WORK

1.0 SCOPE

The Missile Defense Agency (MDA), Deputy Director for Test and Assessment is responsible for executing the MDA Test and Assessment program, including developing and implementing test and assessment policy emphasizing an integrated, phased test ground and flight test program throughout all phases of development of the Ballistic Missile Defense System (BMDS). This policy is implemented through the MDA Responsible Test Organization (RTO) and Combined Test Force (CTF).

The MDA Deputy Director for Test and Assessment has determined a need for independent assessment capabilities that can address critical cost, schedule, performance, and technical risk issues. These capabilities need to be available on-call so they can be used to address critical issues in a timely fashion as the need arises.

The contractor shall provide such independent assessment capability to support the MDA Test and Assessment Deputy Director, Staff and the Program Teams.

2.0 DESCRIPTION OF PERFORMANCE REQUIREMENTS

As directed by the Deputy Director, MDA Test and Assessment, the contractor shall support the development and implementation of an independent assessment program that will address critical MDA Test and Assessment technical cost, schedule, performance, risk issues, and test assurance in support of the MDA Deputy Director, Test and Assessment and his staff. Activities shall include, but not be limited to:

2.1. Supporting the Deputy Director in identifying and prioritizing topics requiring independent assessments to ensure assessments focus on the Ballistic Missile Defense System (BMDS), it's components (such as, but not limited to Airborne Laser (ABL), AEGIS, Ground-Based Midcourse Defense (GMD), Terminal High Altitude Area Defense (THAAD), Command and Control, Battle Management, and Communications (C2BMC), and evolving sensor and weapons programs) during flight, ground, hardware, software, and other testing infrastructure priorities.

2.2. Supporting the Deputy Director in establishing the appropriate independent assessment groups to address approved topics by providing the appropriate experts to lead and/or participate in the groups. These groups include independent studies/analysis groups and senior "Graybeard" groups.
2.3. Providing technical and/or administrative/executive support to the Deputy Director to support the conduct of independent assessment activities. The contractor shall use specific expertise in program management, production/manufacturing, technical risk assessment, test and evaluation, and change management.
2.4. Supporting the Deputy Director in disseminating the products from independent assessment activities, tracking the implementation of recommendations, and obtaining/integrating feedback, from the MDA RTO, CTF and other MDA staff agencies.
2.5. Analyzing lessons learned from all element and system ground and flight testing. Disseminating and insuring horizontal integration of lessons to all test organizations within BMDS.
2.6. Insure the application of relevant government Best Business practices are applied and implemented across all BMDS test organizations.
2.7. With respect to test assurance, utilize IAT resources in identifying methods for the Deputy Director, MDA Test and Assessment to improve quality and quantity of test data processes and increase number of test events.

3.0 DELIVERABLES

The Contractor shall provide the following deliverables as directed:
3.1. Direct Feedback during meeting and conferences.
3.2. Analysis and Study Reports
3.3. Papers
3.4. Briefing Materials
3.5. Status Reports

4.0. ESTIMATED TRAVEL REQUIREMENTS

The contractor is expected to travel, however travel requirements cannot be determined at this time. When travel becomes necessary the estimated requirements will be added.

ATTACHMENT 15 SOW INFRASTRUCT

Attachment 15
To Contract HQ0006-06-F-0002
Statement of Work for the
MISSILE DEFENSE AGENCY
Infrastructure Management, Infrastructure Annual Expenses, and Infrastructure Design/Buildout
106 Wynn Drive, Huntsville, AL

1.0 Objective. The Government objective is the acquisition of capability and a secure infrastructure and related services at 106 Wynn Drive, Huntsville, AL. The Contractor shall provide required capabilities in the portion of the building not currently under lease by the Government and shall provide services as described in this statement of work.

a. This requirement expands the Contractor's current support to MDA to include the acquisition of capability in Huntsville, AL to support the MDA Combined Test Force (CTF), the Kinetic Energy Interceptors (KI) Center of Excellence, and an MDA Advance Team to support infrastructure requirements.

b. This capability will support MDA's requirement to conduct classified operations in a secure and networked environment.

c. The focus of the requirement is partial implementation of an overall MDA re-alignment program that derives organizational benefits, protects MDA information and personnel, and maximizes the use of the space and other secure infrastructure. Unless otherwise specified, these services shall be

provided to MDA at 106 Wynn Drive (IAW the terms of Contract HQ0006-06-F-0002) until completion of MDA facilities or the end of this contract, whichever occurs first.

2.0 Background. In order to develop and deploy capabilities as soon as possible, MDA has immediate needs to consolidate its test and evaluation and its interceptor elements in Huntsville, AL. As part of MDA's ongoing internal re-alignment, the Agency must collocate capabilities associated with the CTF. As the execution arm of the Responsible Test organization (RTO), the CTF plans and executes all BMDS tests and analyzes and reports results. MDA must provide a collaborative work environment for its Government and Contractor workforce and capabilities while maintaining its mission. Immediate collocation in Huntsville with the BMDS Element Test Representatives is essential to the mission of the CTF. MDA's internal re-alignment also requires relocation of the Kinetic Energy Interceptors program office in Huntsville. Finally, MDA must place an Advance Team to provide infrastructure support in Huntsville.

3.0 Description of Requirement. All work performed by the Contractor shall be in accordance with specifications prepared by MDA, to be provided separately. All construction drawings shall be based on those specifications and shall be reviewed and approved by MDA before work commences.

3.1 Total Capability. It is anticipated that the total capability required will encompass approximately 71,000 usable square feet of office space (approximately 84,000 rentable square feet), with adequate space for up to 450 personnel.

3.2 Secure Conference Room / MIC and VTC Capability. The Contractor shall provide a Secure Conference Room of approximately 2400 square feet that also can serve as a Management Information Center ("mini-MIC"). If MDA requires VTC capability in the mini-MIC, the Contractor shall provide capability for and installation of the Government-furnished equipment (such as plasma screens). In addition, the Contractor shall provide six secure conference rooms.

3.3 Secure Building, Building Perimeter Grounds and Parking Area. Except as otherwise provided, MDA shall provide for the security of the total facility at 106 Wynn Drive. The Government shall provide security personnel for the parking area and within the space leased by the Contractor. The Contactor shall provide security services to include design, purchase, and installation of security devices (e.g., card swipes and cameras) within the leased spaces as well as within the common areas of the building, per MDA's specification. The Contractor shall make all necessary arrangements to allow it to secure the area comprising 82 feet around the perimeter of the building in accordance with MDA's security requirements and in compliance with DoD safety/security standards and requirements, to include DoD's Unified Facilities Criteria (UFC) 4-010-01, dated June 31, 2002, Minimum Antiterrorism Standards for Buildings. The measures to secure the parking area shall include removal from Redstone Arsenal and installation at 106 Wynn Drive of government-owned "guard shacks" (to include communications cabling and power as well as security devices) as required. The measures to secure the parking area also shall include purchase and installation of "jersey barriers." When the contract ends, the Contractor shall sell the barriers and credit the then-current value back to MDA.

3.4 On-Site Facility Management. The Contractor shall provide an on-site project manager during construction and an on-site facility manager thereafter. This person shall perform day-to-day interface with Government personnel on all construction and facility related issues.

3.5 Phasing of Requirements. The Contractor shall provide the capability described herein through a phased approach, as follows:

3.5.1. Phase 1 – Secure Area and Advance Team. In the near term, the Contractor shall secure the parking area as described above and also shall provide temporary capability, as specified by MDA, for approximately 70 persons. It is anticipated that implementation of this capability will involve minimal modifications (power and voice and data lines) and that the space will become available for occupancy NLT 30 days after construction commences.

3.5.2. Phase 2 - Core Requirement. This phase will include provision of the capabilities described in Section 3.0 above in the space not used for Phase 1. It is anticipated that this Phase will be completed NLT 1 August 2006.

3.5.3. Phase 3 – Complete Phase 1 Space. After the Core Requirement is completed, the contractor shall complete the Phase 1 space to the same specifications as the Phase 2 space.

4.0 Post-Award Meeting. Five (5) days after award of this requirement, the Assistant Contracting Officer's Representative (ACOR) will host a post-award meeting. At such time, the Contractor shall provide and present a detailed work management plan identifying how the various tasks of Phase I will be accomplished. A detailed work management plan for Phase II will be provided thirty (30) days after award of this requirement, and a detailed work management plan for Phase III will be delivered no later than 1 July 2006. The contractor shall submit phased work plans for each identified element.

The Contractor also shall attend post-award coordination meetings with the ACOR to ensure that its services are integrated into the MDA consolidation plan in a timely and orderly manner. The capabilities described in paragraph 3 above shall be available to MDA as soon as practicable and no later than eight months after contract award.

5.0 Quality Assurance. The Contractor shall ensure overall quality of all work performed under this task. All support and related activities performed under this task shall be carefully planned, controlled and documented. All documentation shall provide traceability to enable Government review and verification. The Contractor shall ensure that all technical support activities performed under this contract are accomplished using appropriate technical and safety standards. If deficiencies are found, the Contractor shall provide for timely and corrective action at no expense to the Government.

6.0 Government-Furnished Equipment, Property, Information. The Government will provide a list of equipment, property, or information to be incorporated into this contract at time of installation.

6.1 Computer Systems and Networks, and IT Equipment. Except as otherwise provided, the Government will furnish all computer systems and networks, including installation.

6.1.1 Communications and Connectivity Design. All secure telephone and communication devices and any non-standard communication devices (including but not limited to Black Phones, STU-III, etc.) will be provided and installed by the Government to assure appropriate connectivity to DOD and other secure communications networks. This includes all communications equipment and interfaces to outside communications vendors, including installation to meet the conditions required by the security classification of MDA sites.

6.1.2 IT Equipment. All LANTronics, phones/secure communications devices, network printers and desktop IT equipment will be provided and installed by MDA. Maintenance and operational support of the AIS will be provided by MDA.

6.2 Contractor Furnished Cable and Installation Services. The Contractor shall provide the necessary material and labor required for the design, installation and testing of all voice, data and low voltage security cabling, in accordance with specifications provided by the Government, for the construction and build out of the projects identified in Section 3 of this SOW.

6.3 Furniture and Reproduction Equipment. The Government will provide and install all reproduction and copier equipment, furniture, fixtures and other necessary office equipment for the conference rooms.

7.0 Points of Contact.

Contracting Officer's Representative (COR):

(b)(6)

Phone: (b)(6)

E-mail: (b)(6)

Alternate Contracting Officer's Representative (ACOR):

(b)(6)

Phone: (b)(6)

E-mail (b)(6)

Technical Coordinator:

(b)(6)

Phone: (b)(6)

E-mail: (b)(4)

8.0 Other Considerations.

8.1 Response to this requirement shall include a technical plan describing how the Contractor will perform the services described in this statement of work, as well as all proposed resources necessary to complete the requested work.

8.2 The technical and management plans shall include a detailed description of how each element of the security architecture will be implemented and a schedule for implementation of each element.