SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
GS-23F-0025L	01-Jul-2005	HQ0006-05-F-0006		

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: 541710
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 HQ0006
MISSILE DEFENSE AGENCY (MDA)
MICHAEL C. YOUNG
CONTRACTS DIRECTORATE
7100 DEFENSE PENTAGON
WASHINGTON DC 20301-7100

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE 5S145

SPARTA, INC.
SOPHIE O'DONNELL
25531 COMMERCENTRE DRIVE
SUITE 120
LAKE FOREST CA 92630-8873

TEL. (703) 988-8513 FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE HQ0347

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

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

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

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

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

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

$12,605,340.00

[ ] 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)

Marc Lesser

31c. DATE SIGNED
03-Jun-2005

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

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*
MARC LESSER / CONTRACTING OFFICER, CTS
TEL: 703-882-6428 EMAIL: marc.lesser@mda.mil

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		(b)(4)	Manmonth	$(b)(4)	(b)(4)
	Labor FFP Services in support of MDA/BC in accordance with the Statement of Objectives (SOO) (Attachment 1) to provide the equivalent of (b)(4) total manmonths of effort (b)(total MYE) and services over a period of 12 months, prorated equally by each month, in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).				
				NET AMT	$(b)(4)
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Funding for CLIN 0001 FFP				
				NET AMT	$0.00
	ACRN AA Funded Amount				$1,000,000.00

FOB: Destination

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

Other Direct Cost

COST

ODCs to support MDA/BC in accordance with the SOO (Attachment 1).

ESTIMATED COST $800,000.00

Funded Amount $0.00

FOB: Destination

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

CDRLs

FFP

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

NET AMT

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004			Hours		

Technical Task Orders (Surge)

T&M

Support of MDA/BC Technical Task Orders in accordance with the SOO and Clause # 23 for a period of 12 months, as needed and individually defined in the SOO.

TOT ESTIMATED PRICE $0.00 NTE

CEILING PRICE

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101		(b)(4)	Manmonth	$(b)(4)	$(b)(4)
OPTION	Labor FFP Services in support of MDA/BC in accordance with the Statement of Objectives (SOO) (Attachment 1) to provide the equivalent of (b)(4) total manmonths of effort ((b)(total MYE) and services over a period of 12 months, prorated equally by each month, in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).				

NET AMT $(b)(4)

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102			Dollars, U.S.		
OPTION	Other Direct Cost COST ODCs to support MDA/BC in accordance with the SOO (Attachment 1).				

ESTIMATED COST $(b)(4)

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103			Lot		NSP

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

NET AMT

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0104			Hours		
OPTION	Technical Task Orders (Surge)				

T&M

Support of MDA/BC Technical Task Orders in accordance with the SOO and Clause # 23 for a period of 12 months, as needed and individually defined in the SOO.

TOT ESTIMATED PRICE $0.00 NTE

CEILING PRICE

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201		(b)(4)	Manmonth	$(b)(4)	$(b)(4)
OPTION	Labor FFP Services in support of MDA/BC in accordance with the Statement of Objectives (SOO) (Attachment 1) to provide the equivalent of (b)(4) total manmonths of effort (b)(4) total MYE) and services over a period of 12 months, prorated equally by each month, in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).				

NET AMT $(b)(4)

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202			Dollars, U.S.		
OPTION	Other Direct Cost COST ODCs to support MDA/BC in accordance with the SOO (Attachment 1).				

ESTIMATED COST $(b)(4)

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203			Lot		NSP

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

NET AMT

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0204			Hours		
OPTION	Technical Task Orders (Surge)				

T&M
Support of MDA/BC Technical Task Orders in accordance with the SOO and Clause # 23 for a period of 12 months, as needed and individually defined in the SOO.

TOT ESTIMATED PRICE $0.00 NTE

CEILING PRICE

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301 OPTION	Labor FFP Services in support of MDA/BC in accordance with the Statement of Objectives (SOO) (Attachment 1) to provide the equivalent of (b)(4) total manmonths of effort ((b)(total MYE) and services over a period of 12 months, prorated equally by each month, in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).	(b)(4)	Manmonth	$(b)(4)	$(b)(4)

NET AMT $(b)(4)

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302 OPTION	Other Direct Cost COST ODCs to support MDA/BC in accordance with the SOO (Attachment 1).		Dollars, U.S.		

ESTIMATED COST $(b)(4)

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0303			Lot		NSP

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

NET AMT

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0304			Hours		
OPTION	Technical Task Orders (Surge)				

T&M
Support of MDA/BC Technical Task Orders in accordance with the SOO and Clause # 23 for a period of 12 months, as needed and individually defined in the SOO.

TOT ESTIMATED PRICE $0.00 NTE

CEILING PRICE

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0401		(b)(4)	Manmonth	$(b)(4)	$(b)(4)
OPTION	Labor FFP Services in support of MDA/BC in accordance with the Statement of Objectives (SOO) (Attachment 1) to provide the equivalent of 720 total manmonths of effort (60 total MYE) and services over a period of 12 months, prorated equally by each month, in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).				

NET AMT $(b)(4)

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0402			Dollars, U.S.		
OPTION	Other Direct Cost COST ODCs to support MDA/BC in accordance with the SOO (Attachment 1).				

ESTIMATED COST $(b)(4)

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0403			Lot		NSP

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

NET AMT

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0404			Hours		
OPTION	Technical Task Orders (Surge)				

T&M
Support of MDA/BC Technical Task Orders in accordance with the SOO and Clause # 23 for a period of 12 months, as needed and individually defined in the SOO.

TOT ESTIMATED PRICE $0.00 NTE

CEILING PRICE

Funded Amount $0.00

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0101	Destination	Government	Destination	Government
0102	Destination	Government	Destination	Government
0103	Destination	Government	Destination	Government

0104	Destination	Government	Destination	Government
0201	Destination	Government	Destination	Government
0202	Destination	Government	Destination	Government
0203	Destination	Government	Destination	Government
0204	Destination	Government	Destination	Government
0301	Destination	Government	Destination	Government
0302	Destination	Government	Destination	Government
0303	Destination	Government	Destination	Government
0304	Destination	Government	Destination	Government
0401	Destination	Government	Destination	Government
0402	Destination	Government	Destination	Government
0403	Destination	Government	Destination	Government
0404	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JUL-2005 TO 30-JUN-2006	N/A	MISSILE DEFENSE AGENCY (MDA) MICHAEL C. YOUNG CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703-697-6456 FOB: Destination	HQ0006
000101	POP 01-JUL-2005 TO 30-JUN-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0002	POP 01-JUL-2005 TO 30-JUN-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0003	POP 01-JUL-2005 TO 30-JUN-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0004	POP 01-JUL-2005 TO 30-JUN-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0101	POP 01-JUL-2006 TO 30-JUN-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0102	POP 01-JUL-2006 TO 30-JUN-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0103	POP 01-JUL-2006 TO 30-JUN-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0104	POP 01-JUL-2006 TO 30-JUN-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006

0201	POP 01-JUL-2007 TO 30-JUN-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0202	POP 01-JUL-2007 TO 30-JUN-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0203	POP 01-JUL-2007 TO 30-JUN-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0204	POP 01-JUL-2007 TO 30-JUN-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0301	POP 01-JUL-2008 TO 30-JUN-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0302	POP 01-JUL-2008 TO 30-JUN-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0303	POP 01-JUL-2008 TO 30-JUN-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0304	POP 01-JUL-2008 TO 30-JUN-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0401	POP 01-JUL-2009 TO 30-JUN-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0402	POP 01-JUL-2009 TO 30-JUN-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0403	POP 01-JUL-2009 TO 30-JUN-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0404	POP 01-JUL-2009 TO 30-JUN-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006

ACCOUNTING AND APPROPRIATION DATA

AA: 9750400.2520 40603889C 2525 012123 BMDO0147276454
AMOUNT: $1,000,000.00

CLAUSES INCORPORATED BY REFERENCE

52.204-2	Security Requirements	AUG 1996
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001

252.239-7016	Telecommunications Security Equipment, Devices, Techniques, And Services	DEC 1991

BSSP
BASIC SUPPORT SERVICES PROGRAM

a. This is a Firm Fixed Price (FFP) order with a Time & Material (T&M) provision. The FFP CLIN is CLIN 0001 (and respective CLINs for each option year) and the T&M CLIN is CLIN 0004 (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).

DFARS 252.232-7007 Limitation Of Government's Obligation (AUG 1993) is incorporated herein by reference and is applicable to CLINs 0001 and 0004 (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., for these item(s), the sum of **$1,000,000.00** 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 CLINs 0001 and 0004 (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 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). Stated prices for each of the last two option years may be adjusted subject to the terms of Clause #12. The CLIN 0004 price will be determined on an individual Technical Task Order basis IAW Clause #23.

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 when authorized in advance by the Contracting Officer.

FAR 52.232-22 Limitation Of Funds (APR 1984) is incorporated herein by reference and is applicable to CLIN 0002 (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 agreed to by the parties as specified in Attachment 5, Labor Mix, Qualifications and Rates Matrix (submitted as part of the Offer). Additionally, while the Government expects minor month-to-month fluctuations may occur in the actual staffing provided, 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 appropriate outcome of the work environment. There are ten (10) Government observed holidays.

e. The period of performance for the base period is 12 months.

(1) This contract is renewable in four increments of 12 months each at the unilateral option of the Government. An option shall be exercised by issuance, within sixty (60) days prior to the end of the current contract period, of a unilateral modification for the subsequent option requirements. (Note that this order will contain an Award Term provision IAW Clause #11. The total duration of the order may extend to 10 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.

This order is subject to the terms and conditions of the General Services Administration (GSA) Federal Supply Schedule (FSS) Contract GS-23F-0025L and the terms and conditions of MDA Master Agreement HQ0006-02-H-0001 and all clauses and provisions in full text or incorporated by reference herein. In the event of conflict, this SF 1449 shall govern.

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

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

b. The 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 32a and 33 of the SF 1449 or Items 21 and 22 of the DD Form 250) required by this order as verification that the specified supplies have been delivered. The COR will distribute the signed receiving reports as follows:

(1) Copy to the Paying Office (with invoice)
(1) Copy to the Contracting Officer

(1) Copy to the COR's File
(1) Copy to the Contractor

2. 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 CLIN 0004 (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; the period of performance or authorized labor hours under CLIN 0004 and respective option CLINs); or the established cost ceiling under CLIN 0002 and respective option CLINs.

252.232-7003 Electronic Submission of Payment Requests (Jan 2004) is incorporated herein by reference and is applicable to CLINs 0001 and 0004 (respective CLINs for each option year) and other based CLINs that may subsequently added to this contract.

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

For the base period the period of performance for this task order is 12 months commencing from the effective date of this order and 12 months for each option period, if exercised. Unless otherwise stated by the Contracting Officer, any extension to the contractor's GSA FSS Contract shall apply to this order, subsequent option exercise or Award Term entitlement (see clause #11) when awarded pursuant to this Task Order.

5. REMITTANCE ADDRESS

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

DFAS-INDIANAPOLIS CENTER
8899 EAST 56TH STREET
ATTN: DFAS-FFV/IS
INDIANAPOLIS IN 46249-1500

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.

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" and other reports to the Contracting Officer IAW the attached DD Form 1423-1, CDRL, Exhibit A and as specified in the SOO.

9. LOCATION OF PERFORMANCE

a. On-site work under CLIN 0001 (and respective CLINs for each option year) 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). Off-site personnel within the NCR are expected to perform tasks from a contractor facility within a reasonable commute time to MDA facilities 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). Ideally, the contractor employees should be located within a 30 minute one-way commute time, however, the intent of this clause is merely to ensure that off-site contractor employees located in the NCR will be available to fulfill their obligations both at their primary place of work and at MDA facilities when necessary.

b. Contract performance is also required at other sites outside the NCR and known in advance. Required performance outside the NCR: San Diego CA; Colorado Springs, CO; Pearl Harbor, HI; Hampton Roads, VA; and New Hampshire. Cost for possible future performance outside of the sites listed will be included in the ODC CLIN for invoice purposes. See Attachment 5 for current locations and clearances required per location. Any proposed place of performance outside the local NCR metropolitan area other than those specified by the government must be explained/justified.

b. CLIN 0004 (and respective CLINs for each option year) will be performed either at MDA NCR sites or at other locations yet to be determined.

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 task 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 task 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

a. This order provides for a core performance time of 48 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, option years one through four may or may not be exercised by the Contracting Officer. If all of option years one through four are exercised, the Award Term Approving Official may authorize up to five extensions beyond the core performance time, in the form of 12 month "award term periods" on the basis of an integrated assessment of the quality of performance and market research. Each of these award term periods carries a one year option period that may or may not be exercised by the Contracting Officer. With the addition of these five award term periods and the option year following each award term period, the maximum performance time under this order is ten (10) years. 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				
Contract Base Year 1	Option Contract Year 2	Option Contract Year 3	Option Contract Year 4	Option Contract Year 5	Award Term Contract Year 6	Option Contract Year 7	Award Term Contract Year 8	Option Contract Year 9	Award Term Contract Year 10
	Eval for information	Eval for information	Eval for information	Eval (1st Decision	1st Award Term				

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

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

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

13. GSA PRICE ADJUSTMENT

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

b. Only one (1) such adjustment request may be made during the core task order period (base and priced options). This price adjustment is not retroactive. If the contractor elects to submit a request, it may cover changes in pricing for both of or only one of the last two-priced option years in the core performance period.

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

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

e. The maximum amount of the increase that will be permitted for each unit price stated in the order will be limited to a ceiling of ten percent (10%) over the original price.

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

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. 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, Budgeting, and Execution (PPBE) Data," (Oct 2004) 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 Objective (SOO), or other form of technical solutions, functions, requirements, or specifications document, to be used, directly or indirectly, in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such SOO or specifications. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts involving the same or similar services based on such a SOO or specification.

(2) Access To and Use of Government Information: If the Contractor, in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of

the Contracting Officer, it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public, (b) compete for work based on such information for a period of one year after the completion of this contract, or until such information is released or otherwise made available to the public, whichever occurs first, (c) submit an unsolicited proposal to the Government which is based on such information until one (1) year after such information is released or otherwise made available to the public, or (d) release such information unless such information has previously been released or otherwise made available to the public by the Government.

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

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

d. Representations and Disclosures:

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

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 business size) 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. FAR 52.243-1 Changes —Fixed-Price (AUG 1987), Alternate III (APR 1984) is incorporated herein by reference.

22. FAR 52.243-3 Changes —Time-and-Materials or Labor-Hours (SEP 2000) is incorporated herein by reference.

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

a. The Government will place Technical Task Orders (TTO) for services consistent with the SOO (Attachment 1) 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, 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.

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Missile Defense Agency/BC, Contract Data Requirements List, Exhibit A	7	01 Jun 05
Attachment 1	Statement of Objectives (SOO)	4	30 Mar 05
Attachment 2	Government Furnished Information (GFI)-Government Furnished Equipment (GFE) and Other Direct Cost Limitations	1	01 Jun 05
Attachment 3	Organizational Conflict of Interest (OCI) Analysis Disclosure Form	2	01 Jun 05
Attachment 4	DD Form 254 Contract Security Classification Specification	TBD	TBD
Attachment 5	Labor Mix, Qualifications and Rates Matrix	2	01 Jun 05
Attachment 6	Award Term Plan	8	25 Mar 05
Attachment 7	Planning, Programming, Budgeting and Execution (PPBE) Non-Disclosure Agreement	2	25 Mar 05
Attachment 8	Management Plan	5	01 Jun 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.

CONTRACT DATA REQUIREMENTS LIST

FOR

COMMAND AND CONTROL, BATTLE MANAGEMENT, AND COMMUNICATIONS (C2BMC) SETA

June 01, 2005

PREPARED BY

MISSILE DEFENSE AGENCY

A. INTRODUCTION

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

B. APPLICABLE DOCUMENTS

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

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

C. AUTHORITIES (BLOCK 4)

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

D. APPROVAL (BLOCK 8)

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

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

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

F. SUPPLEMENTAL INFORMATION

G. DEFINITIONS OF ACRONYMS AND ABBREVIATIONS

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

I. ADDRESSEE LIST

Block 14

Entry	Complete Mailing Address
MDA/SN MDA/CT, or MDA /PIA	Missile Defense Agency ATTN: MDA/CT Navy Annex – Federal Office Building 2 (FOB2) 1301 Southgate Road Arlington, VA 22202
DTIC	Defense Technical Information Center ATTN: DTIC-FDAC 8725 John J. Kingman Road Fort Belvoir, VA 22060-6218
BIRC	BMD Information Resource Center Navy Annex – Federal Office Building 2 (FOB2) – Wing 8 1301 Southgate Road, Room G8062 Arlington, VA 22202

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved

OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:
0003, 0103 0203, 0303, and 0403	A	TDP TM OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
	HQ0006-05-F-0006	Sparta, Inc

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

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MGMT-80368/T, Jun. 1987	See Block 16	MDA/BC

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

16. REMARKS

Block 4: Format and content shall be proposed by the Contractor for Contracting Officer Representative (COR) approval.

Monthly Status Report Content:

1. Matrix of hours provided the prior month showing both the Government labor category and the contractor labor category with breakouts for team members and subcontractors. Show budget execution vs actual charts overall, and broken out by CLIN, Subcontractor, and any other categories necessary to communicate status

2. Show percentage of hours provided for the month and cumulative against what was incorporated into the contract. Discuss any actions to reduce variance.

3. Discuss personnel training, turnover and replacement actions.

4. Summarize any key projects in process that will be resource drivers for next month.

5. Performance issues/concerns.

Block 5: In accordance with instructions above.

Block 7: Contractor shall submit final SF 1449 receiving report to collectively account for data previously submitted by Letter of Transmittal.

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

Block 14: Delivery shall be by electronic media unless otherwise directed by the COR. Electronic form shall be compatible with existing MDA/BC word processing, spreadsheet, and database applications.

14. DISTRIBUTION			
a. ADDRESSEE	b. COPIES DRAFT	FINAL Reg	FINAL Repro
MDA/CT	0	1	
MDA/BC	1	1	
MDA/BC – Data Manager	0	LT	
15. Total	0	2	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Michael Young, COR, MDA/BC	June 01, 2005	Diane L. Knight, PCO, MDA/CTS	June 01, 2005

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved

OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:			
0003, 0103, 0203, 0303, and 0403	A	TDP	TM	OTHER	X

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
	HQ0006-05-F-0006	Sparta, Inc

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

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-FNCL-81537, Mar 1997	See Block 16	MDA/BC

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

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
N/A	0	20DARP

16. REMARKS

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

Block 14: Distribution to MDA/CT and MDA/PI shall be via electronic means as directed by the PCO. FLHER's will be prepared and submitted electronically using the Combined Acquisition Reporting and Analysis Tool (CARAT). To establish a Contractor account in CARAT, contact 703-882-6586 or 703-882-6433.

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES DRAFT	FINAL Reg	FINAL Repro
MDA/CT	0	1	
MDA/BC	1	1	
MDA/BC – Data Manager	0	LT	
15. Total	0	2	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Michael Young, COR, MDA/BC	June 01, 2005	Diane L. Knight, PCO, MDA/CTS	June 01, 2005

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved

OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:			
0003, 0103, 0203, 0303, and 0403	A	TDP	TM	OTHER	X

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
	HQ0006-05-F-0006	Sparta, Inc.

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A003	Technical Report – Study/Services	

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MGMT-80508/T, Jan. 1988	See Block 16	MDA/BC

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	N/A	ASREQ	35DAC
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
A		N/A	See Block 16

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES DRAFT	FINAL Reg	FINAL Repro
MDA/CT		LT	
MDA/BC	1	1	
MDA/BC – Data Manager	0	LT	
15. Total	0	1	

16. REMARKS

Block 4: The Data Item Description DI-MISC-80508 is tailored as follows: DID Block 6a: Distribution to the DTIC is not applicable; DID Section 10.1: Contractor data format is acceptable, providing that due consideration is given to previously used formats of same or similar reporting for consistency of information presentation.

Block 13: Submission frequencies and dates will be dictated by the SOO tasks citing this data item.

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

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Michael Young, COR, MDA/BC	June 1, 2005	Diane L. Knight, PCO, MDA/CTS	June 1, 2005

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved

OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:
0003, 0103, 0203, 0303, and 0403	A	TDP: ; TM: ; OTHER: X

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
	HQ0006-05-F-0006	Sparta, Inc

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A004	Scientific and Technical Reports	

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MISC-80711/T, Jan. 1988	See Block 16	MDA/BC

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

16. REMARKS

Block 4: Formats to be approved or required by the CLIN requesting study.
Block 9: Distribution authorized to the Department of Defense and US DoD contractors only – other requests shall be referred to MDA/BC/COR.

Block 13: Submission frequencies and dates will be dictated by the SOO tasks citing this data item.

Blocks 10, 12, and 13: Draft and final submissions as directed by COR.

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES: DRAFT	FINAL: Reg	FINAL: Repro
MDA/CT		LT	
MDA/BC	1	1	
MDA/BC – Data Manager	0	LT	
15. Total	0	1	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Michael Young, COR, MDA/BC	June 1, 2005	Diane L. Knight, PCO, MDA/CTS	June 1, 2005

STATEMENT OF OBJECTIVES

COMMAND AND CONTROL, BATTLE MANAGEMENT, AND COMMUNICATIONS (C2BMC) SETA

INTRODUCTION

Under this SOO, the contractor shall provide the MDA BM/C2 Program Directorate (MDA/BC) with Scientific, Engineering and Technical Analysis in the following areas:

- Acquisition Program Management
- Technology Development and Integration
- System Engineering and Integration
- C2BMC Development and Test
- BMDS Test Bed Test Planning, Coordination and Analyses
- C2BMC Element Site Installation, Integration and Support
- C2BMC Operational Concept, Architecture and Functional Analysis
- BMDS C2BMC Analyses and Program Trade Studies
- BMDS C2BMC Capability Assessments
- Lethality/Countermeasures Analyses
- Verification and Assessment Analysis
- Models & Simulation development, maintenance, and documentation
- Inter- and intra-element, weapons systems (both U.S. and International), and task force coordination, liaison, analysis, and engineering
- C2BMC Spiral technical assistance
- ABMD technical assistance and development support
- JRE/Mil-Std 3011/Mil-Std Test Tool program management, technical direction, coordination, BMDS test support, and technical assistance.
- Certification and Accreditation (C&A) analysis and verification

C2BMC SETA TEAM INSIDE AND OUTSIDE THE FIREWALL

The C2BMC SETA shall provide leadership and support both inside and outside the firewall. Inside the firewall, the C2BMC SETA will perform as an integral component of the collaborative MDNT. Outside the firewall, the SETA Team will support the BM/C2 Program Directorate's MDA-wide role, and will execute the development of Government-provided BMDS level analysis and documentation and review and manage support of MDNT products and plans as directed by MDA/BC respectively.

C2BMC SETA TEAM OBJECTIVES

This effort will provide the following MDA/BC SETA services to MDA/BC, including support for all MDA/BC activities that are not inherently governmental.

1. BC and General Support to the BM/C2 Program Directorate
   - 1.1. Direct SETA and Acquisition Management support to the BM/C2 Program Director, Deputy Director, Technical Director, and Assistant Directors
   - 1.2. Staff Action and Task Management, Coordination, Tracking And Reporting
   - 1.3. Program Guidance, Vision, Objectives, Goals, and Documentation Development, Coordination and Documentation
   - 1.4. Program Process Development, Implementation and Assessment (e.g., CM, Test Priorities, Capability Prioritization, Ex-Plans, TPM, etc.)
   - 1.5. BMDS C2BMC Information, Functional and Physical Architecture, Operational Concept, and CONOPS Subject Matter Experts
   - 1.6. BMDS C2BMC Operations and Supportability Subject Matter Experts
   - 1.7. DoD Acquisition Management Subject Matter Experts
   - 1.8. General Administrative Support

2. Program Management and Control
   - 2.1. Award Fee Procedures Resource Allocation Process Development and Coordination
   - 2.2. POM, PB and PPBE Documentation, Analysis, Assessment and Coordination

2.3. BC MDA Security Management
2.4. Program Technical Performance, Cost, Schedule Assessments

3. Program Management and Block Management
   3.1. C2BMC Program Baseline/Roadmap Development, Assessment and Coordination
   3.2. C2BMC Program Execution (X) Plan Development, Assessment and Coordination
   3.3. Major Program Reviews (e.g., SRR, SCA, TRR, SER, PDR, CDR, etc.) Preparation and Organization
   3.4. C2BMC Program Execution Plan Review and Status Reporting (e.g., PDMR, etc.)

4. Chief Engineering
   4.1. Program Risks Identification, Assessment and Mitigation Planning
   4.2. Mission Assurance Implementation Planning and Assessment
   4.3. Core Standards Implementation Planning and Assessment
   4.4. Information Assurance Planning and Assessment

5. Advanced Technology
   5.1. Synthesize C2BMC Technology Needs/Opportunities
   5.2. Evaluate Ideas And Select Technologies/Projects
   5.3. Plan Technology Development Projects, Experiments Execute Technology Projects, Experiments, Including Development And Test Of Advanced Prototypes Perform Independent Technology Assessments (White Team Evaluation Of TRL Status)
   5.4. Prepare Annual Advanced Technology Execution Plan
   5.5. Support Development Of The C2BMC-X Experimental Test Bed At The JNIC
   5.6. Develop C2BMC Technologies

6. Systems Engineering
   6.1. C2BMC Systems Engineering And Analysis
   6.2. Develop C2BMC Element Specifications And Interface Designs
   6.3. Develop The Systems Engineering Master Plan (SEMP)
   6.4. Develop C2BMC Evolution Plan
   6.5. Develop M&S Plan And Catalog
   6.6. Collaborate On BMDS Engineering of C2BMC Architecture and Functionality
   6.7. Maintain A Viable C2BMC Evolutionary Path For Integrated BMDS Operations
   6.8. MDA CCB and ICWG Coordination, Process Development and Implementation (e.g., ECP/ASN/CAN, Document Coordination and Approval, etc.)
   6.9. Program Configuration Management Planning, Process Development and Implementation
   6.10. BMDS Corporate Spectrum Management Coordination, Facilitation And Planning
   6.11. Other Government Agency Systems Engineering Coordination (e.g., JSSEO/SIAP)

7. Development and Test
   7.1. Define/Prioritize C2BMC Product Requirements By Cycle (Cycle Content Agreements)
   7.2. Design Software Modules, Data Structures, Algorithms, And Software And Hardware Interfaces And Document This Design In Functional Area Design Documents
   7.3. Develop Validated Model & Implementation CONOPS
   7.4. Develop C2BMC components
   7.5. Execute Development Process: Use Cases, UML Artifacts, Assertions, Temporal Logic, Oracles
   7.6. Facilitate Test Process: Test Plans, Test Results
   7.7. Transition C2BMC Product Capabilities To I&T Lab
   7.8. Manage Development Environment: Facilities, Hardware, Software
   7.9. Develop Code And Unit Test; Document Unit Test Cases
   7.10. Integrate Software Modules And Test Functionality Of Overall System
   7.11. Support Development Of The C2BMC-X Experimental Test Bed At The JNIC

8. System Support
   8.1. Conduct Pre-Site and Full-Site Surveys
   8.2. Develop IA/CND/Anti-Tamper Plans And Assessments

8.3. Conduct and Coordinate Site Facilities Modification
8.4. Install And Checkout C2BMC
8.5. Develop and Coordinate Training Plans
8.6. Train Users
8.7. Conduct And Support User Testing

9. Integration and Test
9.1. Develop Test Objectives, Verification Plans, TPM/CTP, Develop Software Metrics, Input To BMDS Annual Capability Verification Status Report, Component Integration Strategy, and Concept Studies (E.G., Sensor Timeline, Integrated Fire Control)
9.2. Assess Spiral and Block Capabilities
9.3. Execute C2BMC Cycle 3 Testing
9.4. Organize And Chair Event Selection Board
9.5. Perform Post-Event Analysis
9.6. Execute Concurrent Test & Operations

10. Battle Manager, C2 Planner, C2 Situation Awareness and Space Product/Mission Area Leads
10.1. Collaborate and Coordinate With COCOMs, External Agencies, and the C2BMC Engineering and Development Teams To Support The C2BM Block and Spiral Content Plans
10.2. Collect and Coordinate Warfighter Feedback to Support C2BMC Program Planning
10.3. BMDS C2BMC Operational Architecture, Operational Concept and CONOPS Subject Matter Expertise
10.4. For Each C2BMC Product/Mission Area Assess The: Transition Of Specifications And Interface Documents To Development; Translation Of Specifications To Requirements; Transition Of Capabilities To Integration And Test; And, The Deployment Of Capabilities To Sites.
10.5. Coordinate Program Demonstrations/Experiments with the COCOMs and External Agencies
10.6. Coordinate Training Plans with the COCOMs

11. Communications Network Product Area
11.1. Perform IPv6 compatibility analysis
11.2. Support JMSWG meetings and the development and enhancement of message standards such as VMF, Link 16
11.3. Assess DoD Network Centric Enterprise Services (NCES)
11.4. Perform BMDS Network Operations Systems Engineering (Requirements, Design, Integration, Test, and Operations Support)
11.5. Develop the required interfaces between legacy and developmental communications Networks within the BMDS and DoD's global information grid.
11.6. Support USSTRATCOM NOSC activity
11.7. Support development of JNMS enhancements as well as GCN NMS and DISA INMS integration for BMDS Network Operations
11.8. Support OPSCAP/SYSCAP Synchronization activities
11.9. Support development and integration of SATCOM and crypto remote monitoring for BMDS Network Operations
11.10. Annex K Coordination
11.11. Support deployment of BMDS Voice Communications
11.12. Procure DISN leased circuits in support of the BMDS Network.
11.13. Manage operations and support, troubleshooting activities of the CNE at the Regional Gateway facility
11.14. Provide onsite liaison activities with USPACOM J3 and J6 staff.
11.15. Perform BMDS Network Architecture Systems Engineering (Requirements, Design, Integration, Test, and Operations Support)
11.16. Perform Testbed Network Design Engineering
11.17. Support the development of Network specifications from the BMDS specifications.
11.18. Support the development of the BM and C2 specifications derived from the BMDS specifications.
11.19. Develop the required interfaces between legacy and developmental communications Networks within the BMDS and DoD's global information grid.

11.20. Provide the MDA interface to DoD, DISA, and the telecommunications requirements communities.
11.21. Support the development of allied and coalition BMD communications network interoperability.
11.22. Perform engineering of long haul communications
11.23. Perform engineering of last-mile connectivity
11.24. Perform engineering of SATCOM transport. Support integration of AEGIS BMD EHF/SHF SATCOM. Initiate Satellite Access Requests
11.25. Perform engineering of BMDS CNE (Firewalls, Routers, Switches, DNS servers, NMS servers, JADE/JRE integration, etc.)
11.26. Perform Network Capacity Planning (NETWARS modeling & simulation)
11.27. Support engineering of FBX-T network transport
11.28. Perform engineering of BMDS Information Assurance architecture engineering (Intrusion Detection Systems, Security Event Notification, Security Event data fusion & correlation
11.29. Provide onsite operational support activities at the BMDS communications nodes during test and exercise activities, and provide continuous operational support.
11.30. Direct program management of the BMDS JRE development project, to include technical direction, test direction, configuration control, Service coordination, and budgeting; provide JRE support to BMDS tests
11.31. Develop, evolve, test, and field Joint Range Extension (JRE) Mil-Std 3011 capabilities including the development of enhancements and changes to the standard
11.32. Direct program management of the Mil-Std 3011 Test Tool (MSTT) development project, to include technical direction, test direction, JITC certification test coordination, and budgeting.
11.33. Investigate and develop proof of concept technologies to enhance command and control, battle management, communications, interoperability, and supportability

12. Certification and Accreditation Requirements
12.1. Develop the full contingent of administrative, operational, procedural and system-based supporting infrastructure required to comply with the latest DoD and MDA C&A policy guidance (e.g., 5200.40, 8500.2, MDA C&A and IA policy guidance (both currently in draft)).
12.2. Develop System Security Authorization Agreement or provide requested SSAA input to fulfill the request of the government and C&A team.
12.3. Conduct C&A testing in the manner dictated by and subject to any modification by the government or C&A team personnel.
12.4. Provide timely support to the government or C&A team personnel to any and all information and follow-up requests, questions or queries related to the system or any C&A related event.
12.5. Provide requested data and documents necessary to fulfill the request of the government and C&A team inclusive of, but not limited to:
12.5.1. Architecture, requirements, requirements mapping to IA mechanisms, requirements mapping to tests, test plans, procedures, parameters, tools and results.
12.5.2. System configuration data including but not limited to use of privileges, roles, IA related configuration defaults and settings such as
12.5.2.1.1. IP ranges
12.5.2.1.2. Router configuration files
12.5.2.1.3. Network Connectivity diagrams
12.5.2.1.4. Raw output from any STIGS, Scans or other test performed.
12.5.2.1.5. Security architecture and design documentation.
12.6. Promote feedback and modifications related to current testing to include application-based testing sufficient in scope to validate/verify the security parameters, to fulfill the request of the government and C&A team.
12.7. Coordinate testing activity with the government or C&A team personnel inclusive of schedules and milestone events to enhance knowledge transfer and secure an adequate level of understanding of the security architecture at the type, site and system level.
12.8. Adhere to and comply with the prime's internal verification and validation process, to facilitate the full contingent of verification and validation related events.
12.9. Report any and all changes in the scope or schedule associated with the testing in sufficient time to accommodate schedule modifications or changes.

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

GOVERNMENT FURNISHED INFORMATION

1. Access to PPBE Information: See page 19 of Award

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

GOVERNMENT FURNISHED EQUIPMENT

1. Number of On Site Work Stations (including Computers): **TBD**
2. Number of Off Site Work Stations (including Computers): **TBD**
3. GFE: **TBD**

OTHER DIRECT COSTS

NTE: **$600,000.00** under CLIN 0002 and respective CLINs for each option year.

1. Non-Local Travel

Anticipated Destination	Anticipated Frequency
TBD	**TBD**

2. Other Costs: As authorized by the COR.

OCI ANALYSIS/DISCLOSURE FORM

1. Contract Number	*2. Program Title*
HQ0006-05-F-0006	SETA Support Services - MDA/BC

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

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

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

Other MDA or BMD-related work requiring analysis and determination:	*6. Contract Number and Program Title* **HQ0006-05-F-0006** **SETA Support Services - MDA/BC**

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

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

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

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

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

11. Typed Name of Responsible Official	*12. Signature*	*13. Date*

14. Typed Name of Contracting Officer	*15. Approval Signature*	*16. Date*

INSTRUCTIONS FOR COMPLETING OCI ANALYSIS/DISCLOSURE FORM

Blocks 3 and 4: Self-explanatory.

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

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

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

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

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

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

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

(b)(2)

(b)(2)

(b)(2)

(b)(2)

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(b)(2)

(b)(2)

(b)(4)

(b)(4)

AWARD TERM PLAN

1.0 INTRODUCTION

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

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

2.0 GENERAL

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

3.0 PURPOSE

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

4.0 OBJECTIVES

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

5.0 PERFORMANCE AWARD TERM REVIEW TEAM

5.1 Organization

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

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

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

5.2 Duties of the Team.

The duties of the Team are as follows:

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

5.2.2 Evaluate contractor performance for each performance evaluation period.

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

5.3 Responsibilities.

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

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

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

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

6.0 PERFORMANCE EVALUATION AND FACTORS

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

6.1 Evaluation Factors and Scoring

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

RESPONSIVENESS

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

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

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

Marginal: Meets contract requirements, generally. Occasional delays or difficulty in meeting suspenses. Overall responsiveness could be improved.
Unsatisfactory: Does not meet contract requirements.

COMPLIANCE WITH MILESTONES/DELIVERABLES

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

CONTRACT MANAGEMENT, REPORTING, AND SUPERVISION OF RESOURCES

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

QUALITY

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

COMMITMENT TO SMALL BUSINESS/DISADVANTAGED BUSINESS PROGRAMS:

Outstanding: Exceeded all proposed and planned commitments

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

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

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

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

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

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

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

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

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

Unsatisfactory: Does not meet contract requirements.

6.2. Scoring for Award Term Eligibility:

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

6.3 Performance Evaluation Periods

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

7.0 PROCEDURES

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

Step 1. Team members shall individually initiate their evaluation worksheets (Award Term Evaluation Form) within 5 calendar days after the end of each evaluation period. Informational sessions will be conducted at the end of the base year and again at the end of the Option Contract Year 2. The first official evaluation for eligibility will be conducted at the end of Option Contract Year 3. Evaluations will be completed in 10 calendar days and completed worksheets will be submitted to the Team Chairman (if one is appointed) or Award Term Approving Official. Team members shall be prepared to brief their evaluations to the Chairman if necessary.

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

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

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

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

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

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

ATTACHMENT—SAMPLE CONTRACTOR
AWARD TERM EVALUATION FORM

Order Nº	
PREPARED BY:	Value of Order: Estimated Labor Hours (if applicable)
PERFORMANCE PERIOD BEING EVALUATED:	

Award Term Scores

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

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

Signature of Evaluator Date

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

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

Unsatisfactory: Does not meet contract requirements

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

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

CERTIFICATION

The undersigned understands, acknowledges, and agrees:

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

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

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

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

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

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

* Contracts awarded or managed by MDA.

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

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

AUTHORIZATION

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

MDA FORM 099 (NOV 03)

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

PLANNING

- Defense Planning Guidance

PROGRAMMING

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

BUDGETING

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

Source: DoD Directive 7045.14

(b)(4)

(b)(4)

(b)(4)

(b)(4)

(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 6

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	01-Jul-2005		

6. ISSUED BY CODE HQ0006

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

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

See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
SPARTA, INC.
SOPHIE O'DONNELL
25531 COMMERCENTRE DRIVE
SUITE 120
LAKE FOREST CA 92630-8873

CODE 5S145 FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-05-F-0006
X	10B. DATED (SEE ITEM 13) 03-Jun-2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

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

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

The purpose of this modification is to: 1) administratively correct Section 5 "Remittance Address"; 2) administratively correct Section 11"Award Term" paragraph "a" core performance time from 48 months to read 60 months; 3) Section 16 "OCI" paragraph "f"; insert the word "representation"; 4) incorporate DD 254 dated 17 Jun 05; and 5) provide funding in the amount of $3,000,000.00 under ACRN AA (SubCLIN 000101).

See pages 2 - 6 for Summary of Changes.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARC LESSER / CONTRACTING OFFICER, CTS TEL: 703-882-6428 EMAIL: marc.lesser@mda.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 29-Jun-2005

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $0.00 from $12,605,340.00 to $12,605,340.00.

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by $3,000,000.00 from $1,000,000.00 to $4,000,000.00.

SUBCLIN 000101:

AA: 9750400.2520 40603889C 2525 012123 BMDO0147276454 was increased by $3,000,000.00 from $1,000,000.00 to $4,000,000.00

The following have been modified:
BSSP
BASIC SUPPORT SERVICES PROGRAM

5. REMITTANCE ADDRESS

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

(b)(4)

11. AWARD TERM

a. This order 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, option years one through four may or may not be exercised by the Contracting Officer. If all of option years one through four are exercised, the Award Term Approving Official may authorize up to five extensions beyond the core performance time, in the form of 12 month "award term periods" on the basis of an integrated assessment of the quality of performance and market research. Each of these award term periods carries a one year option period that may or may not be exercised by the Contracting Officer. With the addition of these five award term periods and the option year following each award term period, the maximum performance time under this order is ten (10) years. 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				
Contract Base Year 1	Option Contract Year 2	Option Contract Year 3	Option Contract Year 4	Option Contract Year 5	Award Term Contract Year 6	Option Contract Year 7	Award Term Contract Year 8	Option Contract Year 9	Award Term Contract Year 10
	Eval for information only	Eval for information only	Eval for information only	Eval (1st Decision Point)	1st Award Term				
						Eval (2nd Decision Point) →	2nd Award Term		
								Eval (3rd Decision Point) →	3rd Award Term

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.

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 Objective (SOO), or other form of technical solutions, functions, requirements, or specifications document, to be used, directly or indirectly, in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such SOO or specifications. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts involving the same or similar services based on such a SOO or specification.

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

(3) Access To and Protection of Proprietary Information: The Contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business, or financial information (hereinafter referred to as "proprietary data") under this contract, it shall treat such information in accordance with any restrictions imposed on such information. The Contractor further agrees to enter into a written agreement for the protection of the proprietary data of others and to exercise diligent effort to protect such proprietary data from unauthorized use or disclosure. In addition, the Contractor shall obtain from each

employee who has access to proprietary data under this contract, a written agreement which shall in substance provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary data received in connection with the work under this contract. The Contractor will educate its employees regarding the philosophy of Part 9.505-4 of the Federal Acquisition Regulation so that they will not use or disclose proprietary information or data generated or acquired in the performance of this contract except as provided herein.

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

d. Representations and Disclosures:

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

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Missile Defense Agency/BC, Contract Data Requirements List, Exhibit A	7	01 Jun 05
Attachment 1	Statement of Objectives (SOO)	4	30 Mar 05
Attachment 2	Government Furnished Information (GFI)-Government Furnished Equipment (GFE) and Other Direct Cost Limitations	1	01 Jun 05
Attachment 3	Organizational Conflict of Interest (OCI) Analysis Disclosure Form	2	01 Jun 05
Attachment 4	**DD Form 254 Contract Security Classification Specification**	**13**	**17 Jun 05**
Attachment 5	Labor Mix, Qualifications and Rates Matrix	2	01 Jun 05
Attachment 6	Award Term Plan	8	25 Mar 05
Attachment 7	Planning, Programming, Budgeting and Execution (PPBE) Non-Disclosure Agreement	2	25 Mar 05
Attachment 8	Management Plan	5	01 Jun 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.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
J	1	4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	12-Jul-2005		

6. ISSUED BY CODE HQ0006

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

7. ADMINISTERED BY (If other than item6) CODE

See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
SPARTA, INC.
SOPHIE O'DONNELL
25531 COMMERCENTRE DRIVE
SUITE 120
LAKE FOREST CA 92630-8873

CODE 5S145 FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-05-F-0006
X	10B. DATED (SEE ITEM 13) 01-Jul-2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: DFARS 252.232-7007 and Mutual agrement of the Parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

The purpose of the modification is to: 1) incorporate revised DD 254 dated 05 Jul 05; 2) provide incremental funding in the amount of $250,000.00 under new ACRN AB (SubCLIN 000201); and 3) update DFARS 252.232-7007 Limitation Of Government's Obligation.

See pages 2 - 4 for Summary of Changes.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARC LESSER / CONTRACTING OFFICER, CTS TEL: 703-882-6428 EMAIL: marc.lesser@mda.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 13-Jul-2005

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201					
	Funding for CLIN 0002				
	COST				
				ESTIMATED COST	$0.00
	ACRN AB Funded Amount				$250,000.00

FOB: Destination

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by $250,000.00 from $4,000,000.00 to $4,250,000.00.

SUBCLIN 000201:
Funding on SUBCLIN 000201 is initiated as follows:

ACRN: AB

Acctng Data: 9750400.2520 40603889C 2525 012123 BMDO0155800863

Increase: $250,000.00

Total: $250,000.00

The following have been modified:
BSSP
BASIC SUPPORT SERVICES PROGRAM

a. This is a Firm Fixed Price (FFP) order with a Time & Material (T&M) provision. The FFP CLIN is CLIN 0001 (and respective CLINs for each option year) and the T&M CLIN is CLIN 0004 (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).

DFARS 252.232-7007 Limitation Of Government's Obligation (AUG 1993) is incorporated herein by reference and is applicable to CLINs 0001 and 0004 (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., for these item(s), the sum of **$4,250,000.00** 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 CLINs 0001 and 0004 (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 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). Stated prices for each of the last two option years may be adjusted subject to the terms of Clause #12. The CLIN 0004 price will be determined on an individual Technical Task Order basis IAW Clause #23.

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 when authorized in advance by the Contracting Officer.

FAR 52.232-22 Limitation Of Funds (APR 1984) is incorporated herein by reference and is applicable to CLIN 0002 (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 agreed to by the parties as specified in Attachment 5, Labor Mix, Qualifications and Rates Matrix (submitted as part of the Offer). Additionally, while the Government expects minor month-to-month fluctuations may occur in the actual staffing provided, 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 appropriate outcome of the work environment. There are ten (10) Government observed holidays.

e. The period of performance for the base period is 12 months.

(1) This contract is renewable in four increments of 12 months each at the unilateral option of the Government. An option shall be exercised by issuance, within sixty (60) days prior to the end of the current contract period, of a unilateral modification for the subsequent option requirements. (Note that this order will contain an Award Term provision IAW Clause #11. The total duration of the order may extend to 10 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.

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Missile Defense Agency/BC, Contract Data Requirements List, Exhibit A	7	01 Jun 05
Attachment 1	Statement of Objectives (SOO)	4	30 Mar 05
Attachment 2	Government Furnished Information (GFI)-Government Furnished Equipment (GFE) and Other Direct Cost Limitations	1	01 Jun 05
Attachment 3	Organizational Conflict of Interest (OCI) Analysis Disclosure Form	2	01 Jun 05
Attachment 4	**DD Form 254 Contract Security Classification Specification**	**13**	**07 Jul 05**
Attachment 5	Labor Mix, Qualifications and Rates Matrix	2	01 Jun 05
Attachment 6	Award Term Plan	8	25 Mar 05
Attachment 7	Planning, Programming, Budgeting and Execution (PPBE) Non-Disclosure Agreement	2	25 Mar 05
Attachment 8	Management Plan	5	01 Jun 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.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
J	1	10

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00003	01-Sep-2005	SEE SCHEDULE	

6. ISSUED BY CODE HQ0006

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

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

See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
SPARTA, INC.
SOPHIE O'DONNELL
25531 COMMERCENTRE DRIVE
SUITE 120
LAKE FOREST CA 92630-8873

CODE 5S145 FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-05-F-0006
X	10B. DATED (SEE ITEM 13) 01-Jul-2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

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

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

The purpose of the modification is to: The purpose of this is to: (1) add 2 MYE (1 Junior Engineer/Analyst and 1 Associate Engineer/Analyst) under new CLIN 0006 from a period of 10 months; 01 Sept 05 to 30 Jun 06; (2) as a result of item (1), CLIN 0006 is added to CLIN 0101 and respective CLINs; (3) incorporate revised Labor Qualification Rates Matrix (LQR) dated 01 Sep 05; (4) incorporate Surge SOW under CLIN 0004; (5) as a result of item (4) incorporate Surge service schedule as attachment 9; (6) provide incremental funding in the amount of $120,500.00 under ACRN AC (subCLIN 000401: $55,000.00) and ACRN AD (subCLIN 000601: $65,500.00); and (7) increase the contract ceiling by $326,589.58.

See pages 2 - 10 for Summary of Changes.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARC LESSER / CONTRACTING OFFICER, CTS TEL: 703-882-6428 EMAIL: marc.lesser@mda.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 30-Sep-2005

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) to $12,931,929.58.

SUPPLIES OR SERVICES AND PRICES

CLIN 0001
The unit price amount has increased by $(b)(4)
The total cost of this line item has increased by (b)(4)

CLIN 0004
The CLIN extended description has changed **FROM** Support of MDA/BC Technical Task Orders in accordance with the SOO and Clause # 23 for a period of 12 months, as needed and individually defined in the SOO. **TO** Support of MDA/BC Technical Task Orders in accordance with the SOO and Clause # 23 for a period of 12 months, as needed and individually defined in the SOO. See attachment 9 for Surge Task.
The negotiated rates are listed below:

Labor Category	Est. Hours	Fixed Labor Rate	Total Amount
Engineer/Analyst	(b)(4)	(b)(4)	(b)(4)

The pricing detail quantity (b)(4) has been added.
The unit price amount (b)(4) has been added.
The total cost of this line item has increased by $(b)(4)

CLIN 0101
The CLIN extended description has changed **FROM** Services in support of MDA/BC in accordance with the Statement of Objectives (SOO) (Attachment 1) to provide the equivalent of (b)(4) **total manmonths of effort ((b)(total MYE)** and services over a period of 12 months, prorated equally by each month, in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8). **TO** Services in support of MDA/BC in accordance with the Statement of Objectives (SOO) (Attachment 1) to provide the equivalent of (b)(4) **total manmonths of effort ((b)(total MYE)** and services over a period of 12 months, prorated equally by each month, in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).
The pricing detail quantity has increased by (b)(4)
The unit price amount has decreased by $(b)(4)
The total cost of this line item has increased by $(b)(4)

CLIN 0201
The CLIN extended description has changed **FROM** Services in support of MDA/BC in accordance with the Statement of Objectives (SOO) (Attachment 1) to provide the equivalent of (b)(4) **total manmonths of effort ((b)(total MYE)** and services over a period of 12 months, prorated equally by each month, in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8). **TO** Services in support of MDA/BC in accordance with the Statement of Objectives (SOO) (Attachment 1) to provide the equivalent of (b)(4) **total manmonths of effort ((b)(total MYE)** and services over a period of 12 months, prorated equally by each month, in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).
The pricing detail quantity has increased by (b)(4)
The unit price amount has decreased by $(b)(4)
The total cost of this line item has increased by (b)(4)
$(b)(4)

CLIN 0301

The CLIN extended description has changed **FROM** Services in support of MDA/BC in accordance with the Statement of Objectives (SOO) (Attachment 1) to provide the equivalent of (b)(4) **total manmonths of effort ((b)(4) total MYE)** and services over a period of 12 months, prorated equally by each month, in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8). **TO** Services in support of MDA/BC in accordance with the Statement of Objectives (SOO) (Attachment 1) to provide the equivalent of (b)(4) **total manmonths of effort ((b)(4) total MYE)** and services over a period of 12 months, prorated equally by each month, in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

The pricing detail quantity has increased by (b)(4).

The unit price amount has decreased by $(b)(4)

The total cost of this line item has increased by $(b)(4)
(b)(4)

CLIN 0401

The CLIN extended description has changed **FROM** Services in support of MDA/BC in accordance with the Statement of Objectives (SOO) (Attachment 1) to provide the equivalent of (b)(4) **total manmonths of effort ((b)(4) total MYE)** and services over a period of 12 months, prorated equally by each month, in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8). **TO** Services in support of MDA/BC in accordance with the Statement of Objectives (SOO) (Attachment 1) to provide the equivalent of (b)(4) **total manmonths of effort ((b)(4) total MYE)** and services over a period of 12 months, prorated equally by each month, in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

The pricing detail quantity has increased by (b)(4)

The unit price amount has decreased by $(b)(4)

The total cost of this line item has increased by $(b)(4)
$(b)(4)

SUBCLIN 000401 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000401			Dollars, U.S.		
	Funding for CLIN 0004				
	T&M				
	PFR # 51529 basic; incremental funding.				
	PURCHASE REQUEST NUMBER: 51529, BASIC				
				TOT ESTIMATED PRICE	$0.00
				CEILING PRICE	
	ACRN AC Funded Amount				$(b)(4)

FOB: Destination

CLIN 0005 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005			Dollars, U.S.		

OtherDirect Cost for Surge CLIN 0005
COST
ODCs to support MDA/BC in accordance with the SOO (Attachment 9).

ESTIMATED COST $(b)(4)

Funded Amount $0.00

FOB: Destination

CLIN 0006 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		(b)(4)	Manmonth	$(b)(4)	$(b)(4)

Labor
FFP
Services in support of MDA/BC in accordance with the Statement of Objectives (SOO) (Attachment 1) to provide the equivalent of (b)(4) total manmonths of effort ((b)(total MYE) and services over a period of 10 months, prorated equally by each month, in accordance with the Staffing Plan (Attachment 5) and the Management Plan (Attachment 8).

NET AMT $(b)(4)

Funded Amount $0.00

FOB: Destination

SUBCLIN 000601 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000601			Dollars, U.S.		

Funding for CLIN 0006
T&M
N4175605MP50420; incremental funding.
PURCHASE REQUEST NUMBER: N4175605MP50420

TOT ESTIMATED PRICE $0.00

CEILING PRICE

ACRN AD Funded Amount $(b)(4)

FOB: Destination

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

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

SUBCLIN 000401:
Funding on SUBCLIN 000401 is initiated as follows:

ACRN: AC

Acctng Data: 9750400.2520 40603889C 2525 012123 BMDO0156141529

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000601:
Funding on SUBCLIN 000601 is initiated as follows:

ACRN: AD

Acctng Data: 1751319 P4KR 000 41756 0 068941 2D 000000 D10000293000

Increase: (b)(4)

Total: (b)(4)

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0004 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2005 TO 30-JUN-2006	N/A	MISSILE DEFENSE AGENCY (MDA) MICHAEL C. YOUNG CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703-697-6456 FOB: Destination	HQ0006

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2005 TO 30-JUN-2006	N/A	MISSILE DEFENSE AGENCY (MDA) PHILIP GRETZKOWSKI CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703 697-5772 FOB: Destination	HQ0006

The following Delivery Schedule item has been added to CLIN 0005:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2005 TO 30-JUN-2006	N/A	MISSILE DEFENSE AGENCY (MDA) PHILIP GRETZKOWSKI CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703 697-5772 FOB: Destination	HQ0006

The following Delivery Schedule item has been added to CLIN 0006:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2005 TO 30-JUN-2006	N/A	MISSILE DEFENSE AGENCY (MDA) PHILIP GRETZKOWSKI CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703 697-5772 FOB: Destination	HQ0006

The following Delivery Schedule item for CLIN 0101 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2006 TO 30-JUN-2007	N/A	MISSILE DEFENSE AGENCY (MDA) MICHAEL C. YOUNG CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703-697-6456 FOB: Destination	HQ0006

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2006 TO 30-JUN-2007	N/A	MISSILE DEFENSE AGENCY (MDA) PHILIP GRETZKOWSKI CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703 697-5772 FOB: Destination	HQ0006

The following Delivery Schedule item for CLIN 0201 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2007 TO 30-JUN-2008	N/A	MISSILE DEFENSE AGENCY (MDA) MICHAEL C. YOUNG CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703-697-6456 FOB: Destination	HQ0006

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2007 TO 30-JUN-2008	N/A	MISSILE DEFENSE AGENCY (MDA) PHILIP GRETZKOWSKI CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703 697-5772 FOB: Destination	HQ0006

The following Delivery Schedule item for CLIN 0301 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2008 TO 30-JUN-2009	N/A	MISSILE DEFENSE AGENCY (MDA) MICHAEL C. YOUNG CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703-697-6456 FOB: Destination	HQ0006

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2008 TO 30-JUN-2009	N/A	MISSILE DEFENSE AGENCY (MDA) PHILIP GRETZKOWSKI CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703 697-5772 FOB: Destination	HQ0006

The following Delivery Schedule item for CLIN 0401 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC

POP 01-JUL-2009 TO 30-JUN-2010	N/A	MISSILE DEFENSE AGENCY (MDA) MICHAEL C. YOUNG CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703-697-6456 FOB: Destination	HQ0006

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2009 TO 30-JUN-2010	N/A	MISSILE DEFENSE AGENCY (MDA) PHILIP GRETZKOWSKI CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703 697-5772 FOB: Destination	HQ0006

The following have been modified:
BSSP
BASIC SUPPORT SERVICES PROGRAM

a. This is a Firm Fixed Price (FFP) order with a Time & Material (T&M) provision. The FFP CLIN is CLIN 0001 (and respective CLINs for each option year) and the T&M CLIN is CLIN 0004 (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).

DFARS 252.232-7007 Limitation Of Government's Obligation (AUG 1993) is incorporated herein by reference and is applicable to CLINs 0001 and 0004 (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., for these item(s), the sum of **$4,250,000.00** 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.

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 task 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 task order.

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE

Exhibit A	Missile Defense Agency/BC, Contract Data Requirements List, Exhibit A	7	01 Jun 05
Attachment 1	Statement of Objectives (SOO)	4	30 Mar 05
Attachment 2	Government Furnished Information (GFI)-Government Furnished Equipment (GFE) and Other Direct Cost Limitations	1	01 Jun 05
Attachment 3	Organizational Conflict of Interest (OCI) Analysis Disclosure Form	2	01 Jun 05
Attachment 4	DD Form 254 Contract Security Classification Specification	13	07 Jul 05
Attachment 5	**Labor Mix, Qualifications and Rates Matrix**	**2**	**01 Sep 05**
Attachment 6	Award Term Plan	8	25 Mar 05
Attachment 7	Planning, Programming, Budgeting and Execution (PPBE) Non-Disclosure Agreement	2	25 Mar 05
Attachment 8	Management Plan	5	01 Jun 05
Attachment 9	**Surge Services Support Schedule**	**2**	**01 Sep 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.

The following have been added by full text:

SURGE SERVICES SUPPORT

STATEMENT OF OJECTIVE (SOO)

1. Provide consultant services in support of MDA/BC with the UK Situational Awareness Node program for the C2BMC Deputy for the Missile Defense Agency. This effort includes discussions with the UK MOD and other staffs involved in the Node program to keep MDA/BC abreast of developments and thinking in the UK. To accomplish this goal, consultant must posses' complete working and technical knowledge of Consequence Mitigation. They must be able to address difficult issues and recommend solutions. Consequence Mitigation in the European environment is expected to be a major issue in this coming year, particularly with debris and closely spaced nations. Consultant must be versed in shared situational awareness and automated battle management in the European environment, as these are two particular themes of Nimble Titan that will affect future spiral developments of BMDS. Any possible location of BMDS assets in Europe will require careful political and media handling, with MDA kept up to date with developing issues. Consultant must have extensive experience dealing with Missile Defense abroad, and be able to effectively communicate hot button issues to senior leadership.

2. Consultant will provide the following primary responsibilities, which will include but are not limited to:

- Take minutes of US/UK teleconferences, VTCs, and progress review meetings, and publish these minutes directly after the events.
- Maintain and distribute a staff locator roster for the project.
- Attend Nimble Titan planning meetings, workshops and wargames to keep up to date with the developing US COCOM and UK MOD thoughts concerning future global BMDS.

(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
J	1	3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00004	01-Nov-2005	SEE SCHEDULE	

6. ISSUED BY CODE HQ0006

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

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

See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
SPARTA, INC.
SOPHIE O'DONNELL
25531 COMMERCENTRE DRIVE
SUITE 120
LAKE FOREST CA 92630-8873

CODE 5S145 FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-05-F-0006
X	10B. DATED (SEE ITEM 13) 03-Jun-2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 Limitation of Government's Obligation

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to 1) provide funding in the amount of $191,361.00 under ACRN AA (SubCLIN 000101) and 2) update DFARS 252.232-7007 Limitation of Government's Obligation.

See pages 2 - 4 for Summary of Changes.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARC LESSER / CONTRACTING OFFICER, CTS TEL: 703-882-6428 EMAIL: marc.lesser@mda.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 02-Nov-2005

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by $191,361.00 from $4,370,500.00 to $4,561,861.00.

SUBCLIN 000101:

AA: 9750400.2520 40603889C 2525 012123 BMDO0147276454 was increased by $191,361.00 from $4,000,000.00 to $4,191,361.00

The following have been modified:
BSSP
BASIC SUPPORT SERVICES PROGRAM

a. This is a Firm Fixed Price (FFP) order with a Time & Material (T&M) provision. The FFP CLIN is CLIN 0001 (and respective CLINs for each option year) and the T&M CLIN is CLIN 0004 (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).

DFARS 252.232-7007 Limitation Of Government's Obligation (AUG 1993) is incorporated herein by reference and is applicable to CLINs 0001 and 0004 (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., for these item(s), the sum of **$4,441,361.00** 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 CLINs 0001 and 0004 (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 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). Stated prices for each of the last two option years may be adjusted subject to the terms of Clause #12. The CLIN 0004 price will be determined on an individual Technical Task Order basis IAW Clause #23.

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 when authorized in advance by the Contracting Officer.

FAR 52.232-22 Limitation Of Funds (APR 1984) is incorporated herein by reference and is applicable to CLIN 0002 (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 agreed to by the parties as specified in Attachment 5, Labor Mix, Qualifications and Rates Matrix (submitted as part of the Offer). Additionally, while the Government expects minor month-to-month fluctuations may occur in the actual staffing provided, 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 appropriate outcome of the work environment. There are ten (10) Government observed holidays.

e. The period of performance for the base period is 12 months.

(1) This contract is renewable in four increments of 12 months each at the unilateral option of the Government. An option shall be exercised by issuance, within sixty (60) days prior to the end of the current contract period, of a unilateral modification for the subsequent option requirements. (Note that this order will contain an Award Term provision IAW Clause #11. The total duration of the order may extend to 10 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.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
J	1	4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00005	14-Nov-2005	SEE SCHEDULE	

6. ISSUED BY CODE HQ0006

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

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

See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
SPARTA, INC.
SOPHIE O'DONNELL
25531 COMMERCENTRE DRIVE
SUITE 120
LAKE FOREST CA 92630-8873

CODE 5S145 FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-05-F-0006
X	10B. DATED (SEE ITEM 13) 03-Jun-2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 Limitation of Government's Obligation

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

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

The purpose of this modification is to (1) provide funds in the amount of (b)(4) under new ACRN AE (SubCLIN 000102) and (2) update DFARS 252.232-7007 Limitation of Government's Obligation.

See pages 2 - 4 for Summary of Changes.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARC LESSER / CONTRACTING OFFICER, CTS TEL: 703-882-6428 EMAIL: marc.lesser@mda.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 14-Nov-2005

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102					
	INCREMENTAL FUNDING FOR CLIN 0001 FFP FCR # 60178 Basic PURCHASE REQUEST NUMBER: 60178, BASIC				
				NET AMT	$0.00
	ACRN AE Funded Amount				(b)(4)

FOB: Destination

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to $4,911,861.00.

SUBCLIN 000102:
Funding on SUBCLIN 000102 is initiated as follows:

ACRN: AE

Acctng Data: 9760400.2520 BM 2520 40603889C00 2512 MD6080144C0178 620086 S12135

Increase: (b)(4)

Total: (b)(4)

The following have been modified:
BSSP
BASIC SUPPORT SERVICES PROGRAM

DFARS 252.232-7007 Limitation Of Government's Obligation (AUG 1993) is incorporated herein by reference and is applicable to CLINs 0001 and 0004 (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., for these item(s), the sum of **$4,911,861.00** 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 CLINs 0001 and 0004 (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 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). Stated prices for each of the last two option years may be adjusted subject to the terms of Clause #12. The CLIN 0004 price will be determined on an individual Technical Task Order basis IAW Clause #23.

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 when authorized in advance by the Contracting Officer.

FAR 52.232-22 Limitation Of Funds (APR 1984) is incorporated herein by reference and is applicable to CLIN 0002 (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 agreed to by the parties as specified in Attachment 5, Labor Mix, Qualifications and Rates Matrix (submitted as part of the Offer). Additionally, while the Government expects minor month-to-month fluctuations may occur in the actual staffing provided, 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 appropriate outcome of the work environment. There are ten (10) Government observed holidays.

e. The period of performance for the base period is 12 months.

(1) This contract is renewable in four increments of 12 months each at the unilateral option of the Government. An option shall be exercised by issuance, within sixty (60) days prior to the end of the current contract period, of a unilateral modification for the subsequent option requirements. (Note that this order will contain an Award Term provision IAW Clause #11. The total duration of the order may extend to 10 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.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
J	1	2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00006	01-Dec-2005	SEE SCHEDULE	

6. ISSUED BY CODE HQ0006

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

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

See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
SPARTA, INC.
SOPHIE O'DONNELL
25531 COMMERCENTRE DRIVE
SUITE 120
LAKE FOREST CA 92630-8873

CODE 5S145 FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-05-F-0006
X	10B. DATED (SEE ITEM 13) 01-Jul-2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

The purpose of this modification is to delete one (1) Jr. Engineer/Analyst I labor category to add one (1) Sr. Engineer/Analyst III.

See page 2 for Summary of Changes.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARC LESSER / CONTRACTING OFFICER, CTS TEL: 703-882-6428 EMAIL: marc.lesser@mda.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 09-Dec-2005

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) to $13,004,770.58.

SUPPLIES OR SERVICES AND PRICES

CLIN 0001
The unit price amount has increased by (b)(4)
The total cost of this line item has increased by (b)(4)

CLIN 0101
The unit price amount has increased by (b)(4)
The total cost of this line item has increased by (b)(4)
(b)(4)

CLIN 0201
The unit price amount has increased by (b)(4)
The total cost of this line item has increased by (b)(4)
(b)(4)

CLIN 0301
The unit price amount has increased by (b)(4)
The total cost of this line item has increased by (b)(4)
(b)(4)

CLIN 0401
The unit price amount has increased by (b)(4)
The total cost of this line item has increased by (b)(4)
(b)(4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
J	1	4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00007	20-Dec-2005	SEE SCHEDULE	

6. ISSUED BY CODE HQ0006

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

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

See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
SPARTA, INC.
SOPHIE O'DONNELL
25531 COMMERCENTRE DRIVE
SUITE 120
LAKE FOREST CA 92630-8873

CODE 5S145 FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-05-F-0006
X	10B. DATED (SEE ITEM 13) 01-Jul-2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: DFARS 252.232-7007 nad Mutual Agreemment of the Parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

The purpose of this modification is to: 1) provide incremental funds for Labor CLIN 0001 (SubCLIN 010102) in the amount of (b)(4) under ACRN AE; 2) update DFARs 252.232-7007 "Limitation of Government's Obligation"; and 3) incorporate DD 254 revision No. 2 dated 07 Dec 05.

See pages 2 - 4 for Summary of Changes.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARC LESSER / CONTRACTING OFFICER, CTS TEL: 703-882-6428 EMAIL: marc.lesser@mda.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 23-Dec-2005

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to $5,387,742.00.

SUBCLIN 000102:

AE: 9760400.2520 BM 2520 40603889C00 2512 MD6080144C0178 620086 S12135 was increased by (b)(4)

The following have been modified:
BSSP

DFARS 252.232-7007 Limitation Of Government's Obligation (AUG 1993) is incorporated herein by reference and is applicable to CLINs 0001 and 0004 (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., for these item(s), the sum of **$5,387,742.00** 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 CLINs 0001 and 0004 (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 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). Stated prices for each of the last two option years may be adjusted subject to the terms of Clause #12. The CLIN 0004 price will be determined on an individual Technical Task Order basis IAW Clause #23.

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 when authorized in advance by the Contracting Officer.

FAR 52.232-22 Limitation Of Funds (APR 1984) is incorporated herein by reference and is applicable to CLIN 0002 (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 agreed to by the parties as specified in Attachment 5, Labor Mix, Qualifications and Rates Matrix (submitted as part of the Offer). Additionally, while the Government expects minor month-to-month fluctuations may occur in the actual staffing provided, 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 appropriate outcome of the work environment. There are ten (10) Government observed holidays.

e. The period of performance for the base period is 12 months.

(1) This contract is renewable in four increments of 12 months each at the unilateral option of the Government. An option shall be exercised by issuance, within sixty (60) days prior to the end of the current contract period, of a unilateral modification for the subsequent option requirements. (Note that this order will contain an Award Term provision IAW Clause #11. The total duration of the order may extend to 10 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.

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Missile Defense Agency/BC, Contract Data Requirements List, Exhibit A	7	01 Jun 05
Attachment 1	Statement of Objectives (SOO)	4	30 Mar 05
Attachment 2	Government Furnished Information (GFI)-Government Furnished Equipment (GFE) and Other Direct Cost Limitations	1	01 Jun 05
Attachment 3	Organizational Conflict of Interest (OCI) Analysis Disclosure Form	2	01 Jun 05
Attachment 4	**DD Form 254 Contract Security Classification Specification**	**14**	**07 Dec 05**
Attachment 5	Labor Mix, Qualifications and Rates Matrix	2	01 Sep 05
Attachment 6	Award Term Plan	8	25 Mar 05
Attachment 7	Planning, Programming, Budgeting and Execution (PPBE) Non-Disclosure Agreement	2	25 Mar 05
Attachment 8	Management Plan	5	01 Jun 05
Attachment 9	Surge Services Support Schedule	2	01 Sep 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.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
J	1	4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00008	20-Jan-2006	SEE SCHEDULE	

6. ISSUED BY CODE HQ0006

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

7. ADMINISTERED BY (If other than item6) CODE

See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
SPARTA, INC.
SOPHIE O'DONNELL
25531 COMMERCENTRE DRIVE
SUITE 120
LAKE FOREST CA 92630-8873

CODE 5S145 FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-05-F-0006
X	10B. DATED (SEE ITEM 13) 01-Jul-2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 Limitation Of Government's Obligation (AUG 1993)

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

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

The purpose of this modification is to provide incremental funding in the amount of (b)(4) as follows: (SubCLIN 000402: (b)(4) under new ACRN AF; SubCLIN 000501: (b)(4) under new ACRN AG and SubCLIN 000602: (b)(4) under new ACRN AH); and 2) update DFARS 252.232-7007 Limitation Of Government's Obligation (AUG 1993).

See page 2 for Summary of Changes.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARC LESSER / CONTRACTING OFFICER, CTS TEL: 703-882-6428 EMAIL: marc.lesser@mda.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 20-Jan-2006

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000402 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000402					
	Incremental Fundind for CLIN 0004 FFP FCR 60509 Basic PURCHASE REQUEST NUMBER: BC9MAW60509, BASIC				
				NET AMT	$0.00
	ACRN AF Funded Amount				(b)(4)

FOB: Destination

SUBCLIN 000501 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000501					
	Incremental Funding for CLIN 0005 FFP FCR 60508 Basic PURCHASE REQUEST NUMBER: BC9MAW60508, BASIC				
				NET AMT	$0.00
	ACRN AG Funded Amount				(b)(4)

FOB: Destination

SUBCLIN 000602 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000602					
	Incremental funding for CLIN 0006 FFP FCR 60507 Basic PURCHASE REQUEST NUMBER: BC9MAW60507, BASIC				
				NET AMT	$0.00
	ACRN AH Funded Amount				(b)(4)

FOB: Destination

ACCOUNTING AND APPROPRIATION

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to $5,420,444.00.

SUBCLIN 000402:
Funding on SUBCLIN 000402 is initiated as follows:

ACRN: AF

Acctng Data: 9760400.2520 6 BM 2520 40603889C00 252G S12135 MD6080144C0509 620086

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000501:
Funding on SUBCLIN 000501 is initiated as follows:

ACRN: AG

Acctng Data: 9760400.2520 6 BM 2520 40603889C00 252G S12135 MD6080144C0508 620086

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000602:
Funding on SUBCLIN 000602 is initiated as follows:

ACRN: AH

Acctng Data: 9760400.2520 6 BM 2520 40603889C00 252G S12135 MD6080144C0507 620086

Increase: (b)(4)

Total: $24,490.00

The following have been modified:
BSSP

DFARS 252.232-7007 Limitation Of Government's Obligation (AUG 1993) is incorporated herein by reference and is applicable to CLINs 0001 and 0004 (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., for these item(s), the sum of **$5,420,444.00** 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 CLINs 0001 and 0004 (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 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). Stated prices for each of the last two option years may be adjusted subject to the terms of Clause #12. The CLIN 0004 price will be determined on an individual Technical Task Order basis IAW Clause #23.

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 when authorized in advance by the Contracting Officer.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
J	1	3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00009	08-Feb-2006	SEE SCHEDULE	

6. ISSUED BY CODE HQ0006

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

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

See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
SPARTA, INC.
SOPHIE O'DONNELL
25531 COMMERCENTRE DRIVE
SUITE 120
LAKE FOREST CA 92630-8873

CODE 5S145 FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-05-F-0006
X	10B. DATED (SEE ITEM 13) 01-Jul-2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 Limitation Of Government's Obligation

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

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

The purpose of this modification is to provide incremental funding in the amount of (b)(4) for SubCLIN 000103 under ACRN AJ; and to update DFARS DFARS 252.232-7007 Limitation Of Government's Obligation.

Please see page 2 for Summary of Changes.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARC LESSER / CONTRACTING OFFICER, CTS TEL: 703-882-6428 EMAIL: marc.lesser@mda.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 10-Feb-2006

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000103 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000103					
	Incremental Funding for Labor CLIN 0001 FFP Basic FCR 61198 PURCHASE REQUEST NUMBER: BCMMAW61198, BASIC				
				NET AMT	$0.00

ACRN AJ Funded Amount (b)(4)

FOB: Destination

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to $10,920,444.00.

SUBCLIN 000103:
Funding on SUBCLIN 000103 is initiated as follows:

ACRN: AJ

Acctng Data: 9760400.2520 6 BM 2520 40603889C00 2512 S12135 MD6080144C1198 620086

Increase: (b)(4)

Total: (b)(4)

The following have been modified:
BSSP
BASIC SUPPORT SERVICES PROGRAM

a. This is a Firm Fixed Price (FFP) order with a Time & Material (T&M) provision. The FFP CLIN is CLIN 0001 (and respective CLINs for each option year) and the T&M CLIN is CLIN 0004 (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).

DFARS 252.232-7007 Limitation Of Government's Obligation (AUG 1993) is incorporated herein by reference and is applicable to CLINs 0001 and 0004 (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., for these item(s), the sum of **$10,920,444.00** 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 CLINs 0001 and 0004 (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 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). Stated prices for each of the last two option years may be adjusted subject to the terms of Clause #12. The CLIN 0004 price will be determined on an individual Technical Task Order basis IAW Clause #23.

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 when authorized in advance by the Contracting Officer.

(End of Summary of Changes)