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	27-Oct-2006	HQ0006-07-F-0009		

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: 1000

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

12. DISCOUNT TERMS

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

13b. RATING

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

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

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE 5S145

SPARTA, INC.
LOWELL LARSON
25531 COMMERCENTRE DRIVE
SUITE 120
LAKE FOREST CA 92630-8873

TEL: (949) 768-8161 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)

$7,348,599.00

[ ] 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)

Grover J. McVey

31c. DATE SIGNED
26-Oct-2006

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

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*
GROVER J. MCVEY / CONTRACTING OFFICER
TEL: 703 882 6209 EMAIL: Grover.McVey@mda.mil

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)		PAGE 2 OF 30

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

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PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002) BACK
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

ORDER

This order is the exercise of the 1st Award Term Entitlement Period under Blanket Purchase Agreement (BPA) HQ0006-01-A-0058, Call 0003. For administrative purposes, the aforementioned BPA is being exercised under a new contractual vehicle. All Terms and Conditions of the aforementioned BPA has been carried forward under this order. Please refer to Clause 11 of this order and the Table below for graphical representation of the aforementioned BPA and this order.

Schedule of Award Term Evaluation Periods and Entitlement Periods									
Core Performance Periods HQ0006-01-A-0058 Call 0003				Non-Core Performance Periods HQ0006-07-F-0009					
Contract Base Year 1	Option Contract Year 2	Option Contract Year 3	Option Contract Year 4	Award Term Contract Year 5	Option-Contract Year 6	Award Term Contract Year 7	Option—Contract Year 8	Award Term Contract Year 9	Option—Contract Year 10
	Eval for information only	Eval for information only	Eval (1st Decision Point)	1st Award Term					
					Eval (2nd Decision Point)	2nd Award Term			
							Eval (3rd Decision Point)	3rd Award Term	

Table 1

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

Technical Services
FFP
The Contractor shall provide its best efforts in accomplishing all objectives in Attachment 1 with the equivalent of (b)(4) (b)(4) and services on a monthly basis for a period of (b) months as accepted under the staffing plan (incorporated as Attachment 4) and management plan (incorporated as Attachment 6).

FOB: Destination

NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101					

Incremental Funding
FFP
DV9CAW70169
FOB: Destination

NET AMT $0.00

ACRN AA (b)(4)
CIN: 00000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Dollars, U.S.		
	Other Direct Costs (ODC) COST Other Direct Costs (ODC) to support MDA/DV in accordance with the SOO (Attachment 1). FOB: Destination				
				ESTIMATED COST	$350,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201	Incremental Funding FFP DV9CAW70173 FOB: Destination				
				NET AMT	$0.00
	ACRN AB CIN: 000000000000000000000000000000				$300,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lot		NSP
	Contract Data Requirements List FFP Provide data and reports for CLIN 0001 in accordance with the CDRL, DD Form 1423-1. NOT SEPARATELY PRICED (NSP). FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101 OPTION	Services in support of MDA/DV FFP The Contractor shall provide its best efforts in accomplishing all objectives in Attachment 1 with the equivalent of (b)(4) (b)(4) and services on a monthly basis for a period of (b) months as accepted under the staffing plan (incorporated as Attachment 4) and management plan (incorporated as Attachment 6). FOB: Destination	(b)(4)	Manmonth	(b)(4)	(b)(4)
				NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102 OPTION	Other Direct Costs (ODC) COST Other Direct Costs (ODC) to support MDA/DV in accordance with the SOO (Attachment 1). FOB: Destination		Dollars, U.S.		
				ESTIMATED COST	$350,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103		1	Lot		NSP
OPTION	Contract Data Requirements List FFP Provide data and reports for CLINs 0001 and 0002 in accordance with the CDRL, DD Form 1423-1. NOT SEPARATELY PRICED (NSP) FOB: Destination				

NET AMT

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
000201	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0101	Destination	Government	Destination	Government
0102	Destination	Government	Destination	Government
0103	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 27-OCT-2006 TO 26-OCT-2007	N/A	MISSILE DEFENSE AGENCY (MDA) PATRICK HARRINGTON CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703-882-6147 FOB: Destination	HQ0006
000101	POP 27-OCT-2006 TO 26-OCT-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006

0002	POP 27-OCT-2006 TO 26-OCT-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
000201	POP 27-OCT-2006 TO 26-OCT-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0003	POP 27-OCT-2006 TO 26-OCT-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0101	POP 27-OCT-2007 TO 27-OCT-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0102	POP 27-OCT-2007 TO 26-OCT-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0103	POP 27-OCT-2007 TO 26-OCT-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006

ACCOUNTING AND APPROPRIATION DATA

AA: 9700400.2520 7 BM 2520 40603897C00 2512 S12135 MD7050544C0169 72N003
AMOUNT: (b)(4)
CIN 00000000000000000000000000000000: (b)(4)

AB: 9770400.2520 7 BM 2520 40603897C00 2512 S12135 MD7050544C0173 72N003
AMOUNT: (b)(4)
CIN 00000000000000000000000000000000: (b)(4)

CLAUSES INCORPORATED BY REFERENCE

52.204-2	Security Requirements	AUG 1996
52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt III	Changes--Fixed Price (Aug 1987) - Alternate III	APR 1984
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___(4) [Removed].

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___(iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

(14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286 and 109-53).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (JUN 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

Reserved.

Reserved.

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).
____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns)

exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed <u>six (6) years</u>.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

(End of clause)

52.232-22 LIMITATION OF FUNDS (APR 1984)

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

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

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

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

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

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

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

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

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

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above,

or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

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

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

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

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

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAY 2006)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at https://wawf.eb.mil.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at https://ecweb.dfas.mil.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at http://www.X12.org.

(ii) EDI implementation guides are available on the Internet at http://www.dod.mil/dfas/.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) 0001 through 0002 are incrementally funded. For these item(s), the sum of (b)(4) of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

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

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 75 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

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

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

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

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

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

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

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

On execution of contract $--

(b)(4)

(End of clause)

BSSP
BASIC SUPPORT SERVICES

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

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

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

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

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

2. ORDER ACCOUNTING

a. Separate invoices shall be submitted for each individual CLIN monthly for payment and shall clearly identify:

(1) Government order number.
(2) Period of performance.
(3) Amount due by CLIN:
(a) 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).
(b) 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.

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

3. PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

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

4. PERIOD OF PERFORMANCE

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

5. REMITTANCE ADDRESS

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

SPARTA, INC
25531 COMMERCENTRE DRIVE
SUITE 120
LAKE FOREST CA 92630-8873

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 October 2004) 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 October 2004).

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.

d. Suffolk Facility Contractor off compound parking. All contractor parking costs up to and not exceeding $25,000.00 per year (period of performance October 27, 2006 through October 26, 2007) and associated out years shall be authorized on a monthly basis and must be approved in advance in writing by the COR.

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 and/or SOW.

9. LOCATION OF PERFORMANCE

a. On-site work will be performed at MDA National Capital Region (NCR) sites (currently Federal Office Building #2 (FOB2), Sequoia Plaza, and various locations in Crystal City, Arlington, Virginia and the Suffolk Building, Fairfax, Virginia), at sites designated in Huntsville, Alabama, and at the SPARTA Billerica office in the Boston, Massachusetts. Additional Continental United States (CONUS) sites may be identified at a later date. Should off-site personnel be required at a future date in the NCR, or Huntsville, Alabama region, the following shall apply: Off-site personnel are expected to perform tasks from a contractor facility within a 30 minute one-way commute time from MDA Headquarters (FOB2 and MDA designated site located in Huntsville, Alabama, during rush hour by car, regularly scheduled public transportation, or a regularly scheduled shuttle system (i.e. transportation not specific or chargeable to this contract). Any proposed personnel place of performance outside the local NCR metropolitan area must be explained/justified.

b. 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 three (3) award term periods of 12 months each and three (3) option periods of 12 months each. There is no guarantee the Government will continue performance beyond the initial 12 month basic period. Based on the criteria in FAR 17.207, award term option years may or may not be exercised by the Contracting Officer. If all of option years one through three are exercised, the Award Term Approving Official may authorize up to one extension beyond each award term period, in the form of 12 month "award term periods" on the basis of an integrated assessment of the quality of performance and market research. Each of these award term periods carries a one year option period that may or may not be exercised by the Contracting Officer. With the addition of these three award term periods and the option year following each award term period, the maximum performance time under this order is six (6) 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/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 HQ0006-01-F-0058 Call 0003				Non-Core Performance Periods HQ0006-07-F-0009					
Contract Base Year 1	Option Contract Year 2	Option Contract Year 3	Option Contract Year 4	Award Term Contract Year 5	Option-Contract Year 6	Award Term Contract Year 7	Option—Contract Year 8	Award Term Contract Year 9	Option Contract Year 10
	Eval for	Eval for	Eval	1st					

[illegible]	[illegible]	[illegible]	[illegible]	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. Official evaluation period will occur in the option contract years as indicated in Table 1 above, 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/CORE OPTION YEAR PRICE ADJUSTMENT

a. The price for award term periods, if earned, and core option years following the award term periods, if exercised, will be determined prior to the start of each award term period IAW this clause. For purposes of this clause, a 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 "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 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 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 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 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 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 has been met. Additionally, the Contractor is also required to comply with the provisions of MDA Directive 7045.01, "Contractor Access to Planning, Programming, Budgeting and Execution (PPBE) Data" where applicable.

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

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

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

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

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

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

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

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

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

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

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

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

(1) **PLANNING**

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

(2) **PROGRAMMING**

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

(3) **BUDGETING**

(a) Future Year Defense Program (FYDP) documents for September Budget Estimate Submission (BES) & President's BES including Procurement (P-1), RDT&E (R-1), & Construction (C-1) Program Annexes
(b) Financial Control Board (FCB) Documentation

(c) Classified P-1, R-1, & C-1 Program Annexes
(d) Program Budget Decisions/Defense Management Review Decisions/Management Initiative Directives (MID)
(e) Reports Generated by the Comptroller Information System (CIS)
(f) Budget Change Proposals (BCPs)

(4) EXECUTION

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

e. The Contractor shall be responsible for informing its personnel (hereinafter includes persons employed by the Contractor as an agent, consultant, or subcontractor) of the provisions of this clause and providing original MDA PPBE certifications "PPBE Non-Disclosure Agreement "(MDA Form 099) attached to the Contracting Officer within fifteen (15) days after the award of this contract. A "PPBE Non-Disclosure Agreement" shall be obtained from each Contractor employee involved in the performance of this contract that requires access to such data. Each individual shall be required to agree to:

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

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

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

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

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

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

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

g. Contractor personnel who have been granted access to PPBE data shall process when possible, such data in Government workspaces using equipment furnished by the Government. However, if a contractor anticipates processing PPBE data in a Government facility on Contractor-owned equipment, prior written approval from the Contracting Officer must be obtained. The Contractor's written request should describe the equipment

being used and a brief justification. After approval by the Contracting Officer, the request must be endorsed by the appropriate MDA office before bringing the equipment into the facility:

(1) Information Systems Directorate - all ADP equipment.

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

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

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

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

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

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

16. ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

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

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

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

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

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

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

(2) Access To and Use of Government Information: If the Contractor, in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public, (b) compete for work based on such information for a period of one year after the completion of this contract, or until such information is released or otherwise made available to the public, whichever occurs first, (c) submit an unsolicited proposal to the Government which is based on such information until one (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 SOW is changed to add new work or the period of performance is significantly increased, the Contracting Officer will request and the Contractor is required to submit either an organizational conflict of interest disclosure or an update of the previously submitted disclosure or representation.

17. PUBLIC RELEASE OF INFORMATION (JAN 2003)

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

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

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

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

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

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

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

f. The Contractor shall submit the material proposed for public release to the above addressee by a letter of transmittal which states: (1) to whom the material is to be released; (2) the desired date for public release; (3) that

the material has been reviewed and approved by officials of the Contractor, or the subcontractor, for public release; (4) the contract number and the applicable COR.

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

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

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

j. Outlines or rough drafts will not be cleared.

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

18. ENABLING CLAUSE FOR BMD INTERFACE

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

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

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

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

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

19. MDA VISIT AUTHORIZATION PROCEDURES

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

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

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

20. SMALL BUSINESS PARTICIPATION REPORTING REQUIREMENT

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

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

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

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

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

(2) ___ Hardcopy mailed to:

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

21. RESERVED

22. RESERVED

23. RESERVED

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

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

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

(1) Remove the employee from the current Visit Authorization Request/Letter;
(2) Cancel the MDA badge, keycard and Pentagon Pass issued pursuant to the Visit Authorization Request/Letter; and
(3) Terminate the MDA LAN account/access privileges.

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

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

25. PRICE SAVINGS SHARE OPPORTUNITY

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

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

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Missile Defense Agency/AS, Contract Data Requirements List, Exhibit A	2	19-APR-05
Attachment 1	Statement of Objectives (SOO)	4	13-AUG-02
Attachment 2	Government Furnished Information (GFI)-Government Furnished Equipment (GFE) and Other Direct Cost Limitations	1	13-AUG-02
Attachment 3	Organizational Conflict of Interest (OCI) Analysis Disclosure Form	2	13-AUG-02
Attachment 4	Proprietary Information Agreement	3	13-AUG-02
Attachment 5	Labor Mix, Qualifications and Rates Matrix	2	12-OCT-06
Attachment 6	DD Form 254 Contract Security Classification Specification, Revision 1	9	10-OCT-06
Attachment 7	Key Personnel Resume Format	1	13-AUG-02
Attachment 8	Non-Key Personnel Resume Format	2	13-AUG-02
Attachment 9	Past Performance Reference	1	13-AUG-02
Attachment 10	Surge Services Support Schedule	1	13-AUG-02
Attachment 11	Work Order for Surge Services	1	13-AUG-02
Attachment 12	Award Term Plan	8	13-AUG-02
Attachment 13	Management Plan	5	27-SEP-02
Attachment 14	Out-Processing Checklist for MDA On-Site Contractor Employees in the National Capital Region	1	01-JUL-05

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

EXHIBIT A

Exhibit A
HQ0006-07-F-0009

CONTRACT DATA REQUIREMENTS LIST

FOR

Missile Defense Agency

Advanced Technology Directorate

October 1, 2006

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 Work (SOW) and/or 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/IM 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

H. ADDRESSEE LIST

Block 14

Entry	Complete Mailing Address
MDA/DV or MDA/DACS	Missile Defense Agency ATTN: MDA/DV 7100 Defense Pentagon Washington D.C. 20301-7100
DTIC	Defense Technical Information Center ATTN: DTIC-FDAC 8725 John J. Kingman Road Fort Belvoir, VA 22060-6218
BIRC	BMD Information Resource Center 7100 Defense Pentagon Washington D.C. 20301-7100

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY
0003, 0103	A	TDP ____ TM ____ OTHER XX

D. SYSTEM/ITEM	E. CONTRACT/PR. NO	F. CONTRACTOR
	HQ0006-07-F-0009	SPARTA, Inc.

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

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MGMT-80368/T, Jun. 1987	Order Clause #8	MDA/DV

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

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

16. REMARKS

Block 4: Format and Content shall be proposed by the Contractor for Contracting Officer Representative approval.

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 Contracting Officer's Representative. Electronic form shall be compatible with existing MDA word processing, spreadsheet, and database applications.

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES: Draft	Final: Reg	Final: Repro
MDA/DV	0	1	
MDA/DACS	0	1	
MDA/DM – Data Manager	0	LT	
15. TOTAL ⇒	0	2	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Devin Barnett	10/1/2006	Grover McVey	10/1/2006

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

SPARTA, INC.
25531 COMMERCENTRE DRIVE
SUITE 120
LAKE FOREST CA 92630-8873

MONTHLY STATUS REPORT

Month Year

Submitted to:
Missile Defense Agency
MDA/DV

In accordance with
Contract HQ0006-07-F-0009
CDRL A001

Distribution:

MDA/DV
MDA/DACS

MONTHLY STATUS REPORT

I. SUMMARY

The summary shall include a **brief** statement of the overall project status, covering the accomplished technical activities and development and objectives of efforts.

II. BODY OF REPORT

The body of the report shall include a **brief** statement of the following terms (where applicable):

A. Milestone/task status: The status of each Unit of Work (UOW) as defined in the CDRL.

As provided in DI-MGMT-80368, 10.2.2.1, and this CDRL Data Item.

B. Contract Deliverable Status: A brief statement of the status of each deliverable end item as required by the contract.

C. Appendices: Appendices (where applicable) for tables, references, charts, or other descriptive material. Each Appendix shall be identified and referenced in the appropriate area of the report.

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY
0003, 0103	A	TDP ____ TM ____ OTHER XX

D. SYSTEM/ITEM	E. CONTRACT/PR. NO	F. CONTRACTOR
SEE BLOCK 16	HQ0006-07-F-0009	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	Order Clause #8	MDA/DV

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

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

16. REMARKS

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

Block 14: Delivery shall be by electronic media unless otherwise directed by the PCO. FLHERs will be prepared and submitted electronically using the Combined Acquisition Reporting and Analysis Tool (CARAT). To establish a Contractor account in CARAT contact 703-882-6424 or 703-882-6433.

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
MDA/DACS	0	1	
MDA/DM	0	1	
MDA/DM – Data Mgr	0	LT	
15. TOTAL ⇒	0	2	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Devin Barnett	10/1/2006	Grover McVey	10/1/2006

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

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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

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

D. SYSTEM/ITEM	E. CONTRACT/PR. NO	F. CONTRACTOR
SEE BLOCK 16	HQ0006-07-F-0009	SPARTA, INC

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A003	Technical Report – Study/Services	See Block 16

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MISC-80508A, Nov. 2000		MDA/DV

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

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

16. REMARKS

Block 13: Submission frequencies and dates will be dictated by the COR 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 word processing, spreadsheet, and database applications.

Block 3: The following technical reports/study services may be submitted or requested during contract performance: TBD

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
MDA/DV	0	1	
MDA/CT		LT	
MDA/DM – Data Manager		LT	
15. TOTAL ⇒	0	1	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Devin Barnett	10/1/2006	Grover McVey	10/1/2006

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

ATTACHMENT
1

STATEMENT OF OBJECTIVES
FOR
ADVANCED SYSTEMS SUPPORT SERVICES

Objective Category	PART A - TASK DESCRIPTION/OBJECTIVES FOR CLIN 0001AA THE CONTRACTOR SHALL PROVIDE:
1.0	**Program Management Support**
1.1	Provide program management support to MDA/AS consisting of developing, reviewing, and assessing program plans, performing financial analyses and overall program assessment.
1.2	Support planning and program management functions in establishing the procedures to plan, program, budget, and review program execution. Support the plans and programs functions in using technical, programmatic and budget data from other programs to ensure the technical, programmatic and budget issues relating to the program are properly analyzed and addressed.
1.3	Provide acquisition planning support, to include strategic analysis, long range planning, options assessments, mission analysis, resources and operational effectiveness analysis, stability analysis, and operational strategy and policy gaming support.
1.4	Support financial planning and execution by reviewing program budget and management documents, supporting MDA resolution of issues, identifying alternatives, and assisting in fiscal evaluation of programs.
1.5	Provide quick reaction support to MDA/AS, consisting of developing briefings, white papers, issue papers, and point papers, providing general technical and programmatic assistance to include generating program outlines, attending meetings, working action items, and maintaining intranet/extranet content as required.
1.6	Assist in the planning and conduction of various meetings, conferences, and reviews, including planning and conducting of technical interchange meetings and missile defense conferences and semi-annual program reviews.
1.7	Propose performance measures (metrics) to be used by management to implement and analyze organization

	performance and take action to improve or make management decisions based on data analysis (including benchmarks and comparisons.) Support efforts to improve the AS organization's effectiveness, efficiency, information dissemination, and precesses.
1.8	Coordinate meeting preparation activities, scheduling, preparation of agendas, announcements, minutes of meetings, action tracking, and develop and implement the processes and tools necessary to implement the organization's management framework.

2.0	**Administrative Support**
2.1	Oversee administrative policies and standard operating procedures internal to the deputy and ensure appropriate and timely coordination with other organizational components of the agency.
2.2	Review program administration documents to assure compliance with organizational procedures, and provides guidance on current administrative policy and procedures.
2.3	Maintain and disseminate information and directives from DOD, MDA and other interfacing organizations.
2.4	Prepare correspondence, information documents, charts, spreadsheets, and inventory documents from a wide variety of sources, to include DOD, academia, private industry, and commercial vendors. Prepare special charts/tables/graphs, transparencies, spreadsheets and other special materials necessary to present data and assist in the analyses and mission requirements.
2.5	Maintain automated data processing, hardware, and other network property records. Ensure that an accurate inventory of all equipment is maintained. Conduct periodic reviews of property status and accountability, and arrange disposal of equipment as needed.
2.6	Maintain informational databases for managing receipt of requirements and related documentation within and external to the MDA/AS. Prepare routine mission and program administration information and reports.
2.7	Disseminate training information to organization personnel. Maintain accurate, current files on personnel and related actions. Provide on-going specific and general administrative advice, guidance, and service to the staff on MDA and organizational procedures and processes, including orientation and assistance to new employees.
2.8	Conduct on-going reviews of standard inventory policies, practices, and procedures to assure maximum support to the organization. Conduct specific inventory procedures or supervise the inventory process for selected items or accountable elements within the Deputate.
2.9	Support the development of the mission and goals of the organization. General knowledge of the organizational structure and functions of the various elements of the Deputate and Agency. Organize and disseminate administrative procedures and formats necessary for submission and preparation of a variety of reports and correspondence.
2.10	Utilize inventory management and control principles, procedures, processes, and accountability standards. Maintain skill in interpreting inventory and organizational information management accountability records and documents.

000042

2.11	Track technical computer-related/information management support requirements and hardware and peripherals, and maintain ability to define and interpret requirements based upon analysis, mission needs and priorities, and budgetary parameters.
2.12	Coordinate, monitor administrative activities, document concurrent tasks, and establish and use internal control and accountability procedures.
2.13	Maintain experience and skill in the use of computers and peripherals, word-processing software, graphic techniques, document formats, and spreadsheets. Maintain knowledge and ability to provide clear oral and written information.

3.0	**AS Security Support**
3.1	Provide support for industrial security programs and/or security activities in Advanced Systems, to ensure compliance with government security policies and procedures.
	.
3.2	Ensure compliance with applicable US Government, Customer, Corporate, and Group directives and regulations. Establish and recommend changes to policies which affect the day-to-day security operation of MDA/AS.
3.3	Direct support to daily security program operations for Advanced Systems covering a wide range of Department of Defense and Special Access Programs.
3.4	Implement security policy and procedures, coordinate the development and, implementation of security plans and procedures specific to Advanced System's activities in collaboration with MDA/SC.
3.5	Review, investigate and report, as applicable, non-compliance security issues in collaboration with MDA/SC.
3.6	Conduct and evaluate self-inspections of Advanced Systems and assist with MDA security governmental reviews.
3.7	Implement, coordinate, monitor and maintain records of activities pertaining to classified document and inventory control.
3.8	Maintain in-depth working knowledge of the National Industrial Security Program Operating Manual (NISPOM), NISPOM Supplement, DIA M-1 Manual, and applicable Director of Central Intelligence Directives, as well as DoD and MDA security guidance applicable to Advanced Systems activity.
3.9	Implement security requirements stipulated in DD254s and other contract documents.
3.10	Implement/Comply with Program Protection policies for inherited and newly created generated program information in accordance with DoD and MDA Program guidance.

4.0	RESERVED

5.0	**Surge Capability**
5.1	Maintain the ability to surge to meet evolving MDA/AS requirements. Maintain the ability to utilize advanced missile defense technology area subject matter experts as required.

6.0	**International Effort**
6.1	Plan and execute MDA/AS international activities
6.2	Support international cooperative efforts Assess foreign technologies and report on their relevance to MDA objectives. Provide technical and administrative support to foreign technology initiatives and other international programs as required

000044

ATTACHMENT
2

GOVERNMENT FURNISHED INFORMATION/GOVERNMENT FURNISHED EQUIPMENT AND OTHER DIRECT COST LIMITATIONS
October 1, 2006

GOVERNMENT FURNISHED INFORMATION

1. Access to PPBS Information: YES

2. Access to information of other contractors: YES

GOVERNMENT FURNISHED EQUIPMENT

1. Number of On Site Work Stations (including Computers): TBD (all On-Site workstations will be provided by the Government.)

2. GFE: YES

OTHER DIRECT COSTS

NTE: $350,000.00 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

ATTACHMENT
3

OCI ANALYSIS/DISCLOSURE FORM

1. Contract Number	*2. Program Title*
HQ0006-07-F-0009	SETA Support to the MDA Advanced Technology Directorate - MDA/DV

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

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

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

Other MDA or BMD-related work requiring analysis and determination:	*6. Contract Number and Program Title*

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

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

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

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

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

11. Typed Name of Responsible Official	*12. Signature*	*13. Date*
14. Typed Name of Contracting Officer	*15. Approval Signature*	*16. Date*

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.

ATTACHMENT
4

PROPRIETARY INFORMATION AGREEMENT

This Agreement is entered into by and between _____, a corporation having an office and place of business in _____ (hereinafter referred to as "Party A" (Offeror); and *Company*, a *State* corporation having an office at _____ (hereafter referred to as " _____").

RECITAL

WHEREAS, pursuant to contract HQ0006-05-F-____ between the Missile Defense Agency (MDA) and *Company*, MDA desires to disclose certain of Party A's Proprietary Information to *Company* during performance of various tasks such as evaluation support and analysis of certain contracts, contractual data, contract deliverables, and cost/technical proposals submitted in response to solicitations issued by the MDA Contracts Directorate;

AND WHEREAS, Party A is willing to disclose to *Company* either directly, or indirectly through the MDA, certain Proprietary Information on the condition that *Company* will protect the information from unauthorized disclosure or use;

AND WHEREAS, the parties to this agreement desire to set forth their respective rights and obligations for safeguarding against unauthorized disclosure of Party A's Proprietary Information.

AGREEMENTS

NOW THEREFORE, pursuant to the provisions of the Federal Acquisition Regulation (FAR) at FAR 9.505-4, Party A and *Company* hereby agree as follows:

a. For the purpose of this Agreement, "Proprietary Information" shall be consistent with FAR 9.505-4. "Proprietary Information" includes all confidential or privileged technical, business, or financial information disclosed to *Company* directly or indirectly, in whatever form, and appropriately marked and identified as proprietary at the time of disclosure to *Company* or to the MDA. All documents and other tangible Proprietary Information shall be identified in accordance with FAR 52.215-1 or the Defense FAR Supplement (DFARS) 252.227-7013. No document nor sheet nor page of any written material contained therein will be so labeled which is not, in good faith, believed to contain Proprietary Information. All other disclosures identified as proprietary at the time of disclosure shall be reduced to a written listing or summary that is marked with an appropriate legend and delivered to *Company* within thirty (30) days after such disclosure.

b. Notwithstanding any other provisions of this Agreement, all information contained in Party A's cost proposals shall be considered to be proprietary and to be protected under this Agreement.

c. *Company* shall use Proprietary Information solely for the purpose of performing the review and evaluation work, which *Company* is required to perform to develop work products for use by MDA in accordance with the terms of *Company's* contract with the MDA. *Company* will make such Proprietary Information available only to those of its employees who have a valid "need-to-know". Furthermore, *Company* shall maintain physical controls and records of all Proprietary Information from access by unauthorized person(s) who do not have a "need-to-know". *Company* agrees that those of its employees granted access to Proprietary Data shall not participate in any way in any *Company* proposals, new business activities, or other activity where access to Proprietary Data could knowingly create a competitive advantage for *Company*. *Company* shall keep in confidence and not disclose Proprietary Information to any third party without the written prior authorization from Party A, except that such Proprietary Information may be disclosed to the MDA if appropriately marked.

d. Proprietary Information furnished to *Company* shall remain the property of Party A. The disclosure of Proprietary Information hereunder shall not be construed as granting any right or license to *Company* under any inventions, patents, know-how, trade secrets, copyrights or the like now or hereafter owned or controlled by Party A.

e. The restrictions on use and disclosure of Proprietary Data by *Company* shall not apply to Proprietary Information that:

(1) Is or later falls within the public domain; or
(2) Was developed by *Company* independently and without use of the Proprietary Information disclosed to *Company* under this Agreement; or
(3) Is released without restriction by Party A to anyone, including the U.S. Government; or
(4) Is rightly obtained without restriction by *Company* from a third party.

f. Should *Company* face legal action or a requirement under U.S. Government regulations to disclose Proprietary Information received hereunder to any party other than the U.S. Government, *Company* shall promptly notify Party A and, upon the receipt of a timely written request, shall cooperate with Party A in contesting such disclosure. Neither Party to this Agreement shall be liable for damages to the other party for any disclosure of Proprietary Information pursuant to judicial action or Government regulations, except when such damages result from failure to discharge responsibilities as set forth in this agreement.

g. Either party upon thirty (30) days written notice to the other party may terminate this Agreement. Unless earlier terminated, this Agreement shall terminate upon completion of *Company's* work with the Government under its MDA contract. *Company's* obligation to protect Proprietary Information identified hereunder shall continue for a period of five (5) years from the termination date of this Agreement. Furthermore, upon termination of this Agreement, *Company* shall return to the Government, or at the Government's written direction, shall destroy all Proprietary Information, including copies thereof, furnished to *Company* under this Agreement.

Upon receipt of a timely written request, *Company* shall send a copy of the destruction certificate to Party A.

h. This Agreement contains the entire understanding between the Parties with respect to safeguarding of said Proprietary Information and supersedes all prior communications and understanding with respect thereto. The effective date of this Agreement shall be the date of the last signature hereto.

By _____ By _____

Date _____ Date _____

ATTACHMENT 5

WITHHELD IN TOTAL

FOIA EXEMPTION (b)(4)

LABOR QUALIFICATIONS AND RATES

ATTACHMENT 6

WITHHELD IN TOTAL

FOIA EXEMPTION (b)(2)

CONTRACT SECURITY CLASSIFICATION SPECIFICATION

ATTACHMENT
7

KEY STAFF RELEVANT QUALIFICATIONS

EMPLOYEE NAME

SUMMARY QUALIFICATIONS				% of Time Dedicated:
Description	Education	Experience Gen	Spc	Clearance
Qualifications				
Actuals				

1 RFQ LABOR CATEGORY:	**GSA SCHEDULE COMPANY LABOR CATEGORY:**
2 SOW SECTION(s) ASSIGNED AGAINST:	
3 TYPE OF DEGREE(s):	**Type, major, school/year obtained**
4 EQUIVALENT EDUCATION:	**If no degree in relevant disciplines, describe or provide a supplemental page listing course/work experience used in determining equivalency; otherwise "N/A"**
5 EMPLOYMENT STATUS:	**Current Staff", "Consultant", or "Letter of Intent Attached**
6 SECURITY CLEARANCE:	**Level, 'Active' or 'Lapsed for ___ months' & authority**

7 WORK EXPERIENCE: Starting with the most recent, list as many employers/jobs as necessary to show that the proposed person has relevant experience to meet the requirements for the proposed labor category and SOW assignment

EMPLOYER NAME:		**DATES (FROM/TO):**	**MM/YY – MM/YY**

RELEVANT EXPERIENCE: (Discuss responsibilities/tasks in sufficient detail to permit comparison with the contract requirements; specific examples of work assignments, accomplishments, and products. Repeat EMPLOYER NAME, EMPLOYMENT DATES, and RELEVANT EXPERIENCE sections as necessary to cover employment history demonstrating relevant experience)

EMPLOYER NAME:		**DATES (FROM/TO):**	**MM/YY – MM/YY**

RELEVANT EXPERIENCE: (Discuss responsibilities/tasks in sufficient detail to permit comparison with the contract requirements; specific examples of work assignments, accomplishments, and products. Repeat EMPLOYER NAME, EMPLOYMENT DATES, and RELEVANT EXPERIENCE sections as necessary to cover employment history demonstrating relevant experience)

EMPLOYER NAME:	**DATES (FROM/TO):**	**MM/YY – MM/YY**

RELEVANT EXPERIENCE: (Discuss responsibilities/tasks in sufficient detail to permit comparison with the contract requirements; specific examples of work assignments, accomplishments, and products. Repeat EMPLOYER NAME, EMPLOYMENT DATES, and RELEVANT EXPERIENCE sections as necessary to cover employment history demonstrating relevant experience)

8 COMPUTER PROFICIENCY IN MICROSOFT SUITE	**Brief description of capabilities in Microsoft Suite and other applications.**

NOTE: It is important to follow this format to assure that the resume will be evaluated properly.

ATTACHMENT
8

NON-KEY STAFF RELEVANT QUALIFICATIONS

EMPLOYEE NAME

SUMMARY QUALIFICATIONS					
Labor Category	Employment Status*	Education Level	Yrs. Experience Gen	Spc	Security Clearance

* "Current Staff" or "Ltr of Intent"

1 SOO SECTION(s) ASSIGNED AGAINST:	
2 COMPUTER PROFICIENCY IN MICROSOFT SUITE:	**Brief description of capabilities in Microsoft Suite and other applications.**
3 RELEVANT OPERATIONAL EXPERIENCE:	**Brief description of experience performing tasks similar to this requirement and environment.**

NOTE: It is important to follow this format to assure that the information will be evaluated properly.

ATTACHMENT
9

000080

PAST PERFORMANCE REFERENCE

Company Name: _____ Team Lead _____ Team Member/Sub _____					
Contract Nominated for Past Performance Review			Contracting Officer/Contracting Officer's Representative Contact Information		
Agency	Number	Brief Description	Name	Telephone	E-mail Address

* Form may be modified to include Statement of Work /Task Order section that is being referenced in contract presented.

Form Date: January 21, 2005

ATTACHMENT
10

SURGE SERVICES SUPPORT SCHEDULE SUPPLEMENTAL STAFFING REQUIREMENT FOR PERIODIC SPECIAL TASKINGS

HQ0006-07-F-0009

Period of Performance:

Specialized Skill	MDA Labor Category	Hours	Contractor Labor Category#	GSA On-Site Labor Rate	Discounted On-Site Labor Rate	Total Amount
	Total					

ATTACHMENT
11

WORK ORDER FOR SURGE SERVICES

TO: (COMPANY/SURGE PROGRAM MANAGER) SPARTA, INC	DATE OF REQUEST
FROM: (CONTRACTING OFFICER'S REPRESENTATIVE) Steve Himes	PHONE (703) 697-4868
CONTRACTOR: Sparta, Inc.	CONTRACT / P.O. / D.O. NUMBER HQ0006-06-F-0002, CLIN 0004 Target of Opportunity (TOO) Surge

Surge Service Work Description and Relevant Dates (after each TASK, please indicate estimated completion date):

Task(s) –

The period of performance:

Background –

Sparta will conduct the above subtask(s) by:

LABOR CATEGORIES REQUIRED	ESTIMATED HOURS - OPTYR ___	LABOR RATE (FROM ORDER) – OPTYR ___	ESTIMATED HOURS - OPTYR ___	LABOR RATE (FROM ORDER) - OPTYR ___

TOTAL ESTIMATED COST OF SURGE SERVICES: $ _____ ($_____ labor + $_____ ODCs)

COR SIGNATURE _____ DATE:

CONTRACTOR ACKNOWLEDGEMENT	
Authorized Contractor Representative	Date Work Order Received

ATTACHMENT
12

AWARD TERM PLAN

1.0 INTRODUCTION

This Award Term Plan (hereinafter referred to as the "Plan") serves as the charter that 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 or 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, and 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, is 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 effort 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 of 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*	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 COMMITMENT					
MANAGEMENT OF COSTS IN LABOR HOURS OR REIMBURSABLE CHARGES					

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

Signature of Evaluator Date

RESPONSIVENESS

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

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

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

Marginal: Meets contract requirements, generally but some delays 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 occurred 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, and 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 (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.

ATTACHMENT 13

WITHHELD IN TOTAL

FOIA EXEMPTION (b)(4)

MANAGEMENT PLAN

ATTACHMENT
14

[illegible]

Name :		Room Number :
Prime Contractor :	Contract # :	Out-Processing Date :

OFFICE AND ACTIONS	ROOM/BLDG	PRINTED NAME & SIGNATURE OF CLEARING POC & DATE CLEARED
[illegible]		
Move POC (Send departure notice to RML)		
Office Security Manager (Confirm debriefings have been conducted by SI, if applicable)		
Equipment Custodian (Collect All GOVT property and all IT portable devices such as Laptops, Blackberries, Desktop Printers, and coordinate the return of property to the Accountable Property Manager. Note: Cell Phones are returned to RML.)		
On-Site Contractor Manager (Ensure office cleared and all paper and electronic files transferred and supplies removed)		
COR (Collect completed Out-Processing form and provide to the PCO for retention in contract file)		
[illegible]		
RML (Account for Cell Phones, Keys, and other applicable GOVT property)	A3035 Sequoia Plaza	
RML (Collect Parking Permit #_____)	A111B Sequoia Plaza	
RML (Collect Voice Mail Password #_____)	Telecom POC In Assigned bldg	
[illegible]		
SIC (Conduct CI Debrief and Defensive CI Debriefings, If Required)	4501 FOB2	
SIP (Conduct SAP Debriefing, If Required)	28202 FOB2	
SISO (Conduct Cryptographic Debriefings, If Required)	04B21A Suffolk	
SISZ (Conduct SCI Debriefing, If Required)	G7361 FOB2	
[illegible]		
ION (Disable LAN Accounts; Recover U-LAN & C-LAN Hard Packs)	27191 FOB2	
[illegible]	[illegible]	
SOC (Collect MDA & CAC badges)		
SOC (Collect Emergency Escape Mask)		

Contractor Employee Signature _____ Date : _____

or Contractor Program Manager Signature: _____

If not employee of Prime Contractor, list the name of direct employer/subcontractor : _____

Phone number where the employee may be reached: _____

COR Signature : _____ Date : _____

Instructions : Contractor employee will use this Out-Processing Checklist to complete all out-processing activities. Employee will obtain signatures of Point of Contact (POC) for each application action.

RETURN THIS COMPLETED FORM ON THE DEPATURE DATE TO THE CONTRACTING OFFICER'S REPRESENTATIVE

MDA FORM 018 OCT 04 PREVIOUS VERSION OBSOLETE

ATTACHMENT
15

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

MDA-related PPBE data: 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. 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. Execution data relates to the recording of expenditures that document how the funds were spent.

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 (PPBE) Data" clause of the contract indicated below.

b. That any PPBE 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 PPBE 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 PPBE data. Inquiries by unauthorized persons should be referred to the contracting Officer's Representative or the Contracting Officer. (Verification of companies authorized to maintain PPBE 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 PPBE 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. 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 PPBE 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 PPBE Data (Signature)	5. Prime Contractor Name
2. Date Signed	6. Prime Contract Number(s)
3. Individual Requiring Access - Name (Last, First, MI)	7. Contract Period of Performance - Dates (To - From)
4. Employer Name	8. Primary Task Order, if Applicable
9. Briefly Describe the Activities that Require Your Access to MDA-related PPBE 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. Name (Last, First, MI)	c. Name (Last, First, MI)	

MDA FORM 099 (NOV 03) (Front)

Non-government personnel may be given access to PPBE data derived or extracted from the following PPBE documents as long as they have an approved non-disclosure agreement on file. The following list of documents is exemplary but not all inclusive:

(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

Source: DoD Directive 7045.14

MODIFICATION
1

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)
P00001	09-Nov-2006		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100	HQ0006	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
SPARTA, INC.
LOWELL LARSON
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. HQ0006-07-F-0009
X	10B. DATED (SEE ITEM 13) 27-Oct-2006

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 (MAY 2006)

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.)

(b)(4)

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) PENELOPE B. RUSSELL / CONTRACTING OFFICER TEL: 703-882-6528 EMAIL: Penelope.Russell@mda.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Penelope B Russell (Signature of Contracting Officer)	16C. DATE SIGNED 13-Nov-2006

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
SUPPLIES OR SERVICES AND PRICES
SUBCLIN 000102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102					
	Incremental Funding FFP AS9CAW63652 FOB: Destination				
				NET AMT	$0.00

ACRN AC
CIN: AS9CAW63652

(b)(4)

ACCOUNTING AND APPROPRIATION
Summary for the Payment Office

(b)(4)

SUBCLIN 000102:

(b)(4)

The following have been modified:

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(b)(4)

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

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 75 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

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

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

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

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

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

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

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

(b)(4)

(End of clause)

(End of Summary of Changes)

MODIFICATION 2

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	16-Apr-2007		

6. ISSUED BY CODE HQ0006

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

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

See Item 6

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

SPARTA, INC.
LOWELL LARSON
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. HQ0006-07-F-0009

X 10B. DATED (SEE ITEM 13) 27-Oct-2006

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 (MAY 2006)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: ndbarnet071062

(b)(4)

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) PENELOPE R. RUSSELL / CONTRACTING OFFICER TEL: 703-882-6528 EMAIL: Penelope.Russell@mda.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Penelope R Russell (Signature of Contracting Officer)	16C. DATE SIGNED 16-Apr-2007

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

SUPPLIES OR SERVICES AND PRICES

(b)(4)

SUBCLIN 000103 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000103	Incremental Funding FFP DV9CAW71892 FOB: Destination				
				NET AMT	$0.00
	ACRN AD CIN: DV9CAW71892				(b)(4)

SUBCLIN 000104 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000104	Incremental Funding FFP AS9CAW63808 FOB: Destination				
				NET AMT	$0.00
	ACRN AE CIN: AS9CAW63808				(b)(4)

ACCOUNTING AND APPROPRIATION
Summary for the Payment Office

(b)(4)

(b)(4)

(b)(4)

The following have been modified:

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(b)(4)

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

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 75 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

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

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

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

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

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

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

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

On execution of contract $--

(b)(4)

(End of clause)

(End of Summary of Changes)

MODIFICATION
3

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)
P00003	07-Aug-2007		

6. ISSUED BY CODE HQ0006	7. ADMINISTERED BY (If other than item 6) CODE
MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100	See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
SPARTA, INC. LOWELL LARSON 25531 COMMERCENTRE DRIVE SUITE 120 LAKE FOREST CA 92630-8873		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-07-F-0009
CODE 5S145 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 27-Oct-2006

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 (MAY 2007)

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

(b)(4)

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) PENELOPE B. RUSSELL / CONTRACTING OFFICER TEL: 703-882-6528 EMAIL: Penelope.Russell@mda.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Penelope B Russell (Signature of Contracting Officer)	16C. DATE SIGNED 07-Aug-2007

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

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000105 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000105					
	Incremental Funding FFP DV9CAW73004 FOB: Destination				
				NET AMT	$0.00

ACRN AF
CIN: DV9CAW73004

(b)(4)

ACCOUNTING AND APPROPRIATION
Summary for the Payment Office

(b)(4)

(b)(4)

(b)(4)

(b)(4)

The following have been modified:

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(b)(4)

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

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 75 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

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

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

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

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

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

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

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

On execution of contract $--

(b)(4)

(End of clause)

(End of Summary of Changes)