

<b>AWARD/CONTRACT</b>	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING DX-C9	PAGE OF PAGES 1   24
2. CONTRACT (Proc. Inst. Ident.) NO. HQ0006-99-C-0008	3. EFFECTIVE DATE 01 Aug 1999	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY BALLISTIC MISSILE DEFENSE ORGANIZATION (1725 JEFFERSON DAVIS HWY, SUITE 809 ARLINGTON VA 22202)	CODE HQ0006	6. ADMINISTERED BY (If other than Item 5) DCMC SANTA ANA 34 CMIC CENTER PLAZA P.O. BOX C 12700 SANTA ANA CA 92712-2700	CODE S0513A

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) SPARTA, INC. 23041 AVENIDA DE LA CARLOTA LAGUNA HILLS CA 92653	8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT N/A
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM <b>Section G</b>

CODE 5S145	FACILITY CODE
11. SHIP TO/MARK FOR  <b>See Schedule</b>	12. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/SANTA ANA DIVISION P.O. BOX 182381 COLUMBUS OH 43218-2381

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )	14. ACCOUNTING AND APPROPRIATION DATA <b>See Schedule</b>
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15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
<b>SEE SCHEDULE</b>					

**15G. TOTAL AMOUNT OF CONTRACT \$3,821,378.00**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	20
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	7	X	J	LIST OF ATTACHMENTS	24
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X	E	INSPECTION AND ACCEPTANCE	9	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	10		INSTRS., CONDS., AND NOTICES TO OFFERORS		
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<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>	
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number HQ0006-99-R-0004 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME AND TITLE OF CONTRACTING OFFICER KAREN REUTER / PCO
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19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	02-Jul-1999

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Technical Support CPFF Technical support in accordance with the Statement of Work (SOW) (ATTACHMENT 1).	1	Lot		
				ESTIMATED COST	\$3,633,243.00
				FIXED FEE	\$272,335.00
				TOTAL EST COST + FEE	<u>\$3,905,578.00</u>

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Data Reports CPFF Data and reports for CLIN 0001 in accordance with the Contract Data Requirements Lists, DD Form 1423-1 (EXHIBIT A).	1	Lot		NSP
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	<u>\$0.00</u>

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101	Technical Support	1	Lot		
EXERCISED OPTION	CPFF				
	Technical support in accordance with the Statement of Work (SOW) (ATTACHMENT 1).				
				ESTIMATED COST	\$1,765,340.00
				FIXED FEE	\$135,490.00
				TOTAL EST COST + FEE	<u>\$1,900,830.00</u>

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102	Data Reports	1	Lot		NSP
EXERCISED OPTION	CPFF				
	Data and reports for CLIN 0101 in accordance with the Contract Data Requirements Lists, DD Form 1423-1 (EXHIBIT A).				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	<u>\$0.00</u>

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201	Technical Support	1	Lot		
EXERCISED OPTION	CPFF				
	Technical support in accordance with the Statement of Work (SOW) (ATTACHMENT 1).				
	PURCHASE REQUEST NUMBER: 32933 AMEND 2				
				ESTIMATED COST	\$1,788,639.00
				FIXED FEE	\$137,288.00
				TOTAL EST COST + FEE	<u>\$1,925,927.00</u>

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202	Data Reports	1	Lot		NSP
EXERCISED OPTION	CPFF				
	Data and reports for CLIN 0201 in accordance with the Contract Data Requirements Lists, DD Form 1423-1 (EXHIBIT A).				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	<u>\$0.00</u>

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301	Technical Support	1	Lot		
EXERCISED OPTION	CPFF				
	Technical support in accordance with the Statement of Work (SOW) (ATTACHMENT 1).				
	PURCHASE REQUEST NUMBER: 32933 AMEND 1				
				ESTIMATED COST	\$2,162,977.74
				FIXED FEE	\$163,757.36
				TOTAL EST COST + FEE	<u>\$2,326,735.10</u>

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302		1	Lot		NSP
EXERCISED OPTION	Data Reports CPFF				
	Data and reports for CLIN 0301 in accordance with the Contract Data Requirements Lists, DD Form 1423-1 (EXHIBIT A).				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	<u>\$0.00</u>

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0401		1,768,949.70	Dollars, U.S.	\$1.00	\$1,768,949.70
EXERCISED OPTION	Technical Support CPFF				
	Threat Systems Engineering Support SETA in accordance with the Statement of Work (SOW) (ATTACHMENT 1).				
				ESTIMATED COST	\$1,650,134.00
				FIXED FEE	\$118,815.70
				TOTAL EST COST + FEE	<u>\$1,768,949.70</u>

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0402		1	Lot		NSP
EXERCISED OPTION	Data and Reports CPFF				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	<u>\$0.00</u>

FOB: Destination

**SECTION-B (T) FOR CPFF TYPE**

**B-2 ESTIMATED COST AND FIXED FEE**

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

Estimated Cost:	\$11,000,333.74
Fixed Fee:	\$ 827,686.06
Estimated Cost-Plus-Fixed-Fee:	\$11,828,019.80

**B-3 CONTRACT TYPE**

This is a Cost-Plus-Fixed-Fee combined Completion and Indefinite Delivery/Indefinite Quantity, Level-of-Effort Task Order contract with a two-year base period and three (3) one-year options as specified in paragraph B-1.

**B-4 PAYMENT OF FIXED FEE (ORDERING)**

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

**B-5 FUNDING PROFILE**

The following is a projected cumulative funding profile. It is the mutual understanding of the parties that this funding profile represents the minimum cumulative obligation by quarter necessary for the performance of the work and at the schedule described herein, for the anticipated performance period of this contract.

**FUNDING PROFILE**

CONTRACT FUNDING PERIOD	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	CUMULATIVE FUNDING
FY 1999	N/A	N/A	N/A	\$322,484	\$ 322,484
FY 2000	\$483,726	\$483,726	\$483,726	\$475,657	\$1,926,835
FY 2001	\$471,618	\$471,618	\$471,618	\$474,011	\$1,888,865
FY 2002	\$475,209	\$475,209	\$475,209	\$479,385	\$1,905,012
FY 2003	\$481,482	\$481,482	\$481,482	\$486,453	\$1,930,899
FY 2004	\$488,940	\$488,940	\$488,940	\$162,980	\$1,629,800

\$ 000'S (Thousands)

**Section C - Descriptions and Specifications**

**CLAUSES INCORPORATED BY FULL TEXT**

**C-1 SCOPE OF WORK**

The Contractor shall perform the work specified in the SOW or other Attachments and Exhibits in Section J of this contract, and shall provide any material, equipment, and facilities incidental to performance.

**C-2 REPORTS AND OTHER DELIVERABLES**

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

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

c. Bulky reports shall be mailed by other than first-class mail unless the urgency of submission requires use of first-class mail. In this situation, one copy shall be mailed first-class and the remaining copies forwarded by less than first-class.

d. The following information shall be provided with all reports. However, if the report incorporates a BMDO logo or letterhead, this information will be provided on a severable cover sheet and not on the same sheet of paper as the BMDO logo or letterhead.

CONTRACT NUMBER

NAME OF CONTRACTOR

CONTRACT EXPIRATION DATE  
AND TOTAL DOLLAR VALUE

CONTRACTOR'S PROJECT  
DIRECTOR AND PHONE NUMBER

SHORT TITLE OF CONTRACT WORK

GOVERNMENT SPONSOR

e. All reports generated under this contract will contain the following disclaimer statement on the cover page:

The views, opinions, and findings contained in this report are those of the author(s) and should not be construed as an official Department of Defense position, policy, or decision, unless so designated by other official documentation.

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

**Section D - Packaging and Marking**

**CLAUSES INCORPORATED BY FULL TEXT**

**D-1 PACKAGING AND MARKING OF TECHNICAL DATA**

Technical data items shall be preserved, packaged, packed, and marked in accordance with the best commercial practices to meet the packaging requirements of the carrier and insure safe delivery at destination.



Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0101	Destination	Government	Destination	Government
0102	Destination	Government	Destination	Government
0201	Destination	Government	Destination	Government
0202	Destination	Government	Destination	Government
0301	Destination	Government	Destination	Government
0302	Destination	Government	Destination	Government
0401	N/A	N/A	N/A	Government
0402	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY FULL TEXT

E-1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	TITLE	DATE
52.246-5	Inspection of Services - Cost-Reimbursement	APR 1984

E-2 INSPECTION AND ACCEPTANCE

Final inspection and acceptance of the work called for herein shall be by the COR, unless delegated to a Task Leader by an authorized task order, at:

Office of the Secretary of Defense  
Ballistic Missile Defense Organization  
7100 Defense Pentagon, BMDO/SR  
Washington, DC 20301-7100

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0101	N/A	N/A	N/A	N/A
0102	N/A	N/A	N/A	N/A
0201	N/A	N/A	N/A	N/A
0202	N/A	N/A	N/A	N/A
0301	POP 01-AUG-2003 TO 30-SEP-2004	N/A	MISSILE DEFENSE AGENCY (MDA) THEODORE W. KOUFAS 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703)697-5488 FOB: Destination	HQ0006
0302	POP 01-AUG-2003 TO 30-SEP-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0401	POP 01-OCT-2004 TO 30-SEP-2005	N/A	MISSILE DEFENSE AGENCY (MDA) ABE BUSHRA CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 693-3006 FOB: Destination	HQ0006
0402	POP 01-OCT-2004 TO 30-SEP-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006

CLAUSES INCORPORATED BY FULL TEXT

F-1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	TITLE	DATE
52.212-13	Stop-Work Order Alternate I	AUG 1989 APR 1984

**F-2 DELIVERY SCHEDULE/PERIOD OF PERFORMANCE**

a. The Contractor shall accomplish the work required by CLINs 0001, 0002, and 0003 for the SOW for a period of twenty-four months after the effective date of the contract.

b. In the event the Government exercises Option 1, in accordance with Special Provision H-9, "Exercise of Options," the Contractor shall accomplish the work required by CLINs 0101, and 0102 for the SOW during the twelve-month period commencing from the effective date of Option 1.

c. In the event the Government exercises Option 2, in accordance with Special Provision H-9, "Exercise of Options," the Contractor shall accomplish the work required by CLINs 0201, and 0202 for the SOW during the twelve-month period commencing from the effective date of Option 2.

d. In the event the Government exercises Option 3, in accordance with Special Provision H-9, "Exercise of Options," the Contractor shall accomplish the work required by CLINs 0301, and 0302 for the SOW during the twelve-month period commencing from the effective date of Option 3.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9790400.2520 0603876C 2522 012123 BMDO0190843946  
COST 000000000000  
CODE:  
AMOUNT: \$600,658.00

AB: 9700400.2520 0603876C 2522 012123 BMDO0192886908  
COST 000000000000  
CODE:  
AMOUNT: \$1,770,000.00

AC: 9710400.2520 40603876C 2525 012123 BMDO0107132938  
COST 000000000000  
CODE:  
AMOUNT: \$2,231,000.00

AD: 9710400.2520 40603874C 2525 012123 BMDO0107132941  
COST 000000000000  
CODE:  
AMOUNT: \$171,000.00

AE: 9710400.2520 40603873C 2525 012123 BMDO0114644149  
AMOUNT: \$28,000.00

AF: 9710400.2520 40603876C 2525 012123 BMDO0114894490  
AMOUNT: \$84,200.00

AG: 9720400.2520 40603880C 2525 012123 BMDO0124578320  
AMOUNT: \$1,191,550.00

AH: 9720400.2520 40603880C 2525 012123 BMDO0126170527  
AMOUNT: \$580,000.00

AJ: 9720400.2520 40603880C 2525 012123 BMDO0126701086  
AMOUNT: \$83,608.00

AK: 9720400.2520 40603880C 2522 012123 BMDO0126410820  
AMOUNT: \$50,000.00

AL: 9730400.2520 40603880C 2525 012123 BMDO0134132933  
AMOUNT: \$855,000.00

AM: 9730400.2520 40603880C 2523 012123 BMDO0134132933  
AMOUNT: \$514,500.00

AN: 9730400.2520 40603880C 2523 012123 BMDO0136797667  
AMOUNT: \$50,000.00

AP: 9740400.2520 40603890C 2523 012123 BMDO0137299043  
AMOUNT: \$1,838,554.10

AQ: 9740400.2520 60901598C 2523 012123 BMDO0145252126  
AMOUNT: \$11,000.00

AR: 9740400.2520 40603890C 2525 012123 BMDO0145492699  
AMOUNT: \$165,000.00

AS: 9750400.2520 40603890C 2523 012123 BMDO0154147421  
AMOUNT: \$1,304,574.00

AT: 9750400.2520 5 BM 2520 40603890C00 2512 S12135 MD501015BC0302 520277  
AMOUNT: \$65,440.78

## CLAUSES INCORPORATED BY FULL TEXT

### G-1 CONTRACT ADMINISTRATION

Administration of this contract will be performed by the cognizant office indicated on the cover page of the award document. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

### G-2 IDENTIFICATION OF CORRESPONDENCE

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

### G-3 TAXPAYER IDENTIFICATION NUMBER (TIN)

The Contractor's taxpayer identification number is 63-0775889. This number shall appear in the space identifying the Contractor in the appropriate blocks of contract forms and billing submittals.

### G-4 PATENT INFORMATION

Patent information, in accordance with FAR 52.227-11, "Patent Rights -- Retention by the Contractor (Short Form)," shall be forwarded through the Procuring Contracting Officer to:

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

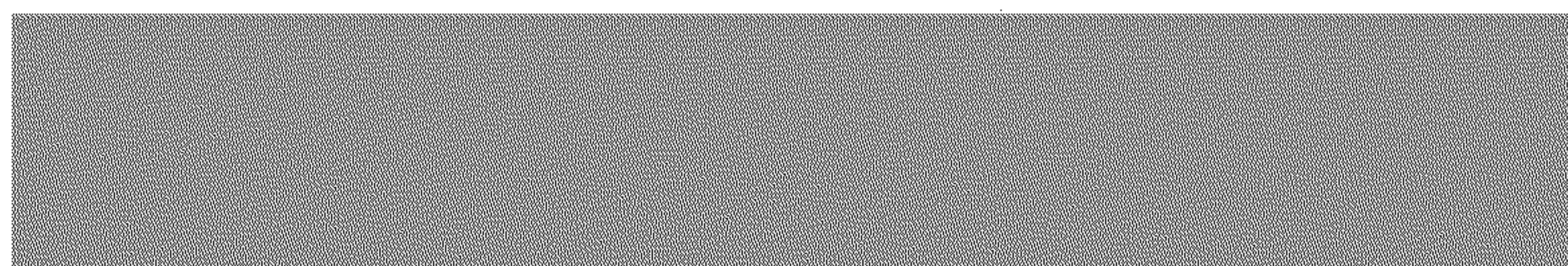
### G-5 SUBMISSION OF VOUCHERS

a. The Contractor's vouchers for costs incurred shall be submitted in quadruplicate to the cognizant DCAA office for review and provisional approval.

b. Final payment shall be made in accordance with FAR 52.216-7, "Allowable Cost and Payment." The Contractor shall establish compliance with all terms of the contract by submitting a signed copy of the Material Inspection and Receiving Report (DD Form 250) or Letter of Transmittal, as applicable.

### G-6 REMITTANCE ADDRESS

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



**G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

CLINs may be funded by multiple accounting classifications. The Contractor shall submit vouchers as required by provision G-5, SUBMISSION OF VOUCHERS. The Defense Finance and Accounting Service (DFAS) will make payments for each CLIN from those Accounting Classification Reporting Numbers (ACRNs) assigned to each CLIN in accordance with provision G-8, ALLOTMENT OF FUNDS. Payments by the paying office of both cost and fee are to be made by CLIN, from the earliest available funds by fiscal year as identified by ACRN by CLIN.

**G-8 ALLOTMENT OF FUNDS**

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), through the estimated funds exhaustion date is as follows for each CLIN:

CLIN 0001 and 0002: \$3,905,578.00  
Estimated funds exhaustion date: July 31, 2001

<u>ACRN</u>	<u>AMOUNT</u>
AA	\$ 600,658.00
AB	\$1,770,000.00
AC	\$1,251,720.00
AD	\$ 171,000.00
AE	\$ 28,000.00
AF	\$ 84,200.00

CLIN 0101 and 0102: \$1,900,830.00  
Estimated funds exhaustion date: July 31, 2002

<u>ACRN</u>	<u>AMOUNT</u>
AC	\$ 979,280.00
AG	\$ 921,550.00

CLIN 0201 and 0202: \$1,885,608.00  
Estimated funds exhaustion date: July 31, 2003

	<u>ACRN</u>	<u>AMOUNT</u>
	AG	\$ 270,000.00
AH		\$ 580,000.00
	AJ	\$ 83,608.00
	AK	\$ 50,000.00
	AL	\$ 855,000.00
	AM	\$ 47,000.00

CLIN 0301 and 0302: \$ 2,326,735.10  
Estimated funds exhaustion date: September 30, 2004

<u>ACRN</u>	<u>AMOUNT</u>
AM	\$ 467,500.00
AN	\$ 50,000.00
AP	\$1,838,554.10
AQ	\$ 11,000.00
AR	\$ 165,000.00

CLIN 0401 and 0402: \$1,354,034.00  
Estimated funds exhaustion date: September 30, 2005

<u>ACRN</u>	<u>AMOUNT</u>
AP	\$ 40,319.00
AR	\$ 165,000.00
AS	\$1,148,715.00
AT	\$ 65,440.78

G-9 ACCOUNTING AND APPROPRIATION DATA

CLINs 0001, 0002, 0101, 0102, 0201, 0202, 0301, 0302, 0401, and 0402.

ACRN: AA  
 ACCT CLASS: 9790400.2520 0603876C 2522 012123 BMDO0190843946  
 AMOUNT: No Change  
 TOTAL ACRN: \$600,658.00

ACRN: AB  
 ACCT CLASS: 9700400.2520 0603876C 2522 012123 BMDO0192886908  
 AMOUNT: No Change  
 TOTAL ACRN: \$1,770,000.00

ACRN: AC  
 ACCT CLASS: 9710400.2520 40603876C 2525 012123 BMDO0107132938  
 AMOUNT: No Change  
 TOTAL ACRN: \$2,231,000.00

ACRN: AD  
 ACCT CLASS: 9710400.2520 40603874C 2525 012123 BMDO0107132941  
 AMOUNT: No Change  
 TOTAL ACRN: \$171,000.00

ACRN: AE  
 ACCT CLASS: 9710400.2520 40603873C 2525 012123 BMDO0114644149  
 AMOUNT: No Change  
 TOTAL ACRN: \$28,000.00

ACRN: AF  
 ACCT CLASS: 9710400.2520 40603876C 2525 012123 BMDO0114894490  
 AMOUNT: No Change  
 TOTAL ACRN: \$84,200.00

ACRN: AG  
 ACCT CLASS: 9720400.2520 40603880C 2525 012123 BMDO0124578320  
 AMOUNT: No Change  
 TOTAL ACRN: \$1,191,550.00

ACRN: AH  
 ACCT CLASS: 9720400.2520 40603880C 2525 012123 BMDO0126170527  
 AMOUNT: No Change  
 TOTAL ACRN: \$580,000.00

ACRN: AJ  
 ACCT CLASS: 9720400.2520 40603880C 2525 012123 BMDO0126701086  
 AMOUNT: No Change  
 TOTAL ACRN: \$83,608.00

ACRN: AK  
ACCT CLASS: 9720400.2520 40603880C 2522 012123 BMDO0126410820  
AMOUNT: No Change  
TOTAL ACRN: \$50,000.00

ACRN: AL  
ACCT CLASS: 9730400.2520 40603880C 2525 012123 BMDO0134132933  
AMOUNT: No Change  
TOTAL ACRN: \$855,000.00

ACRN: AM  
ACCT CLASS: 9730400.2520 40603880C 2523 012123 BMDO0134132933  
AMOUNT: No Change  
TOTAL ACRN: \$514,500.00

ACRN: AN  
ACCT CLASS: 9730400.2520 40603880C 2523 012123 BMDO0136797667  
AMOUNT: No Change  
TOTAL ACRN: \$50,000.00

ACRN: AP  
ACCT CLASS: 9740400.2520 40603890C 2523 012123 BMDO0137299043  
AMOUNT: No Change  
TOTAL ACRN: \$1,838,554.10

ACRN: AQ  
ACCT CLASS: 9740400.2520 60901598C 2523 012123 BMDO0145252126  
AMOUNT: No Change  
ACRN TOTAL: \$11,000.00

ACRN: AR  
ACCT CLASS: 9740400.2520 40603890C 2525 012123 BMDO0145492699  
AMOUNT: \$165,000.00 (INCREASE)  
ACRN TOTAL: \$165,000.00

ACRN AS  
ACCT CLASS: 9750400.2520 40603890C 2523 012123 BMDO0154147421  
AMOUNT: \$155,859.00 (ADD)  
ACRN TOTAL: \$1,304,574.00

ACRN AT  
ACCT CLASS: 9750400.2520 5 BM 2520 40603890C00 2512 S12135 MD501015BC0302 520277  
AMOUNT: \$ 65,440.78 (ADD)  
ACRN TOTAL: \$ 65,440.78



## Section H - Special Contract Requirements

### SECTION-H (T)

#### H-1 SEGREGATION OF COSTS

For CLIN 0001, and if exercised, CLINs 0101, 0201, and 0301 vouchers shall contain actual hours and cost by cost element (cost elements shall be at the lowest level of identification/ discrimination consistent with the Contractor's cost accounting system) and overall cumulative summaries of all work vouchered to date.

#### H-2 TRAVEL AND TRAVEL COSTS

All travel must be approved in advance in writing by the Contracting Officer's Representative using BMDO Request for Contractor Travel, BMDO Form 110 (APR 94).

#### H-3 INSURANCE

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

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

#### H-4 PUBLIC RELEASE OF INFORMATION

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 Operating Manual" (DoD 5220.22-M).

b. All public information materials prepared by the Contractor shall be submitted to the BMDO (see paragraph e. below) for clearance prior to release. These materials include but are not limited to, technical papers, and responses to news queries which 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 BMDO Director for External Affairs 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  
Ballistic Missile Defense Organization  
7100 Defense Pentagon, ATTN: BMDO/SRE

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 BMDO for release purposes shall be void of all Contractor logos or other attributions to the Contractor.

#### H-5 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

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

(1) the Contractor's scientific 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;

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

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

(1) Maintenance of Objectivity: The Contractor shall be ineligible to participate in any capacity in contracts, subcontracts, or proposals thereof (solicited or unsolicited) which stem directly from the Contractor's performance of work under this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any services under this contract on any of its own products or services, or the products or services of another firm if the Contractor is, or has been, substantially involved in their development or marketing. In addition, if the Contractor under this contract prepares a complete, or essentially complete, Statement of Work (SOW), or other form of solutions, functions, requirements or specifications document, or their supporting technical analyses, assessments or systems engineering, 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 (Section J, Attachment 4) for each BMDO, 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, BMDO, (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.

#### H-6 ENABLING CLAUSE FOR BMD INTERFACE SUPPORT

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. Appropriate organizational conflicts of interest clauses will be negotiated as needed to protect the rights of the Contractor and the Government.

b. Interface support deals with activities associated with the integration of the requirements of this contract into Ballistic Missile Defense System plans and the support of the key BMDO program reviews.

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

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

e. Personnel from BMD Contractors or other Government agencies or Contractors are not authorized to direct the Contractor in any manner. The Contractor agrees to accept technical direction as follows: Whenever it becomes necessary to modify the contract and redirect the effort, a change order signed by the Contracting Officer, or a supplemental agreement signed by both the Contracting Officer and the Contractor, will be issued.

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

#### H-7 BMDO VISIT AUTHORIZATION PROCEDURES

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

Office of the Secretary of Defense  
Ballistic Missile Defense Organization  
7100 Defense Pentagon, BMDO/ACC  
Washington, DC 20301-7100  
Telephone No.:(703)695-8048 Facsimile No.:(703)693-1526

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

#### H-8 CONTROL OF ACCESS TO BMDO SPACES AND INFORMATION SYSTEMS

a. To maintain the security of the BMDO 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 contract. 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 (TASO)/Office Security Manager (OSM) takes timely action to:

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

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

(3) terminate the BMDO 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 working days prior to service discontinuation. For unplanned termination or suspension of services exceeding four weeks, notification shall be made within one working day after termination/suspension action.

#### H-9 PERSONNEL QUALIFICATIONS

The Contractor shall notify the Contracting Officer and Contracting Officer's Representative prior to making any changes in key staff. If replacing key staff the Contractor shall adhere to the following: (1) replacement person's qualifications are equal to or better than the qualifications of the person being replaced; or (2) the added person's qualifications are equal to or better than the Core Capabilities of this contract. Key staff are defined in contract Section J, Attachment 2, Core Capabilities Functions Chart.

#### H-10 EXERCISE OF OPTIONS

This contract is renewable in three increments at the unilateral option of the Government. An option shall be exercised by issuance, within 30 days prior to the end of the current contract period, of a unilateral modification for the subsequent option requirements, as set forth in Sections B and F.

#### H-11 ACQUISITION OF FACILITIES

The Contractor agrees to provide all necessary facilities (as defined under FAR 45.301 and further defined under FAR 45.101 definitions of Plant Equipment and Real Property) for the performance of this contract. The term facilities includes all general purpose office equipment and automated data/information processing equipment and software. Accordingly, the Contractor shall not purchase or lease facilities for the account of the Government without the express permission of the Contracting Officer. In no case shall the cost to the Government for leased facilities, acquired under this contract, exceed the constructive cost of ownership. Additionally, acquisition or lease of facilities, if approved by the Contracting Officer, shall be provided at cost, applicable burdens applied, exclusive of prime Contractor fee/profit of other profit centers or business units of the prime Contractor.

#### H-12 COMMUNICATION WITH A FOREIGN ELEMENT

The Arms Export Control Act and the International Traffic in Arms Regulations (ITAR) require that U.S. contractors proposing to disclose classified or technical information controlled by the ITAR to foreign nationals or international organizations must first obtain an export license from Department of State Office of Defense Trade Controls, or obtain an Exemption to the ITAR (which must be submitted through the Service or Defense Agency Disclosure Authority to the Defense Threat Reduction Agency/Technology Security Directorate (DTRA)). BMDO contractors must submit exemption requests to BMDO/DSC.

## Section I - Contract Clauses

### CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	OCT 1995
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printing/Copying Double-Sided on Recycled Paper	JUN 1996
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	AUG 1996
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21 Alt III	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications Alternate III	OCT 1997
52.216-7	Allowable Cost And Payment	APR 1998
52.216-8	Fixed Fee	MAR 1997
52.217-9	Option To Extend The Term Of The Contract	MAR 1989
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-8	Utilization of Small Business Concerns	JAN 1999
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition off Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers with Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-2	Clean Air And Water	APR 1984
52.223-6	Drug Free Workplace	JAN 1997
52.223-14	Toxic Chemical Release Reporting	OCT 1996
52.225-11	Restrictions On Certain Foreign Purchases	AUG 1998
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	MAY 1999
52.227-1	Authorization and Consent	JUL 1995

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payment	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	JUN 1997
52.232-33	Payment for Electronic Funds Transfer Payment--Central Contractor Registration	MAY 1999
52.233-1 Alt I	Disputes Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	OCT 1995
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement Alternate I	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	JAN 1986
52.246-25	Limitation of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 1998
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.208-7000	Intent To Furnish Precious Metals As Government--Furnished Material	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	MAY 1999
252.225-7026	Reporting Of Contract Performance Outside The United States	MAR 1998

252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 1998
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	OCT 1988
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	NOV 1995
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7009	Payment by Electronic Funds Transfer (CCR)	JUN 1998
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, And Services	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	NOV 1995
252.247-7024	Notification Of Transportation Of Supplies By Sea	NOV 1995
252.249-7002	Notification of Anticipated Program Termination or Reduction	DEC 1996
252.251-7000	Ordering From Government Supply Sources	MAY 1995

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)

##### (a) Definitions.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

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

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

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).



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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

-----  
-----

[Insert one or more Internet addresses]

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

(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.dfas.mil/ecedi>.

(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)

**Exhibit A**  
**HQ0006-99-C-0008**

**CONTRACT DATA REQUIREMENTS LIST**  
**FOR**  
**THREAT SYSTEMS ENGINEERING SUPPORT CONTRACT**

**JUNE 4, 1999**

**PREPARED BY**  
**BALLISTIC MISSILE DEFENSE ORGANIZATION**

**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. SPECIAL INSTRUCTIONS**

**C.1 DATA ITEMS**

The individual Data Item (DI) requirements of this CDRL are provided at Appendix A. Listings of cross-reference between contract reference citations and CDRL DIs are provided at Appendix B.

**D. 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).

**E. APPROVAL (BLOCK 8)**

Selected data will require approval before their submission is considered final. The approving authority shall be the BMDO/DTC 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.

**F. 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.

**G. SUPPLEMENTAL INFORMATION**

**H. DEFINITIONS OF ACRONYMS AND ABBREVIATIONS**

<u>DI Block</u>	<u>Entry</u>	<u>Definition</u>
7	LT	Letter of transmittal
8	N/A	Not applicable
9	N/A	Not applicable
10	ASREQ	As required
	SEMIA	Semi-annually
	ANPLY	Annually
	MTHLY	Monthly
11	N/A	Not applicable
13	xx DARP	xx Days After Reporting Period
14	LT	Letter of transmittal

**I. ADDRESSEE LIST**

Block 14

<u>Entry</u>	<u>Complete Mailing Address</u>
BMDO/DTC BMDO/DCT, or BMDO/POC	Ballistic Missile Defense Organization ATTN: BMDO/_____ 1725 Jefferson Davis Highway, Suite 809 Arlington, VA 22202
DTIC	Defense Technical Information Center ATTN: DTIC-FDAC 8725 John J. Kingman Road Fort Belvoir, VA 22060-6218
BMD TIC	BMD Technical Information Center 1755 Jefferson Davis Highway, Suite 708 Arlington, VA 22202

**CONTRACT DATA REQUIREMENTS LIST**  
*(1 Data Item)*

*Form Approved*  
**OMB No. 0704-0188**

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding 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. 0002, 0102, 0202, 0302		B. EXHIBIT A		C. CATEGORY TDP <u>    </u> TM <u>    </u> OTHER <u>XX</u>						
D. SYSTEM/ITEM Threat Systems Engineering Support Contract		E. CONTRACT/PR. NO. HQ0006-99-C-0008		F. CONTRACTOR SPARTA, INC.						
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Technical Report - Study/Services			3. SUBTITLE Study & Analysis Reports						
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508/T, Jan. 1988		5. CONTRACT REFERENCE SOW 3.1.2.1, 3.1.3.1, 3.1.4.2, 3.2.1.1, 3.3.2, 3.4.1.1, 3.4.1.2, 3.4.1.3, 3.4.2.3, and 3.4.2.4		6. REQUIRING OFFICE BMDO/DTC						
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION					
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION See Block 16							
16. REMARKS  Block 4: The Data Item Description DI-MISC-80508 is tailored as follows: DID Block 6a: Distribution to the DTIC is not applicable; DID Section 10.1: Contractor data format is acceptable, providing that due consideration is given to previously used formats of same or similar reporting for consistency of information presentation.  Blocks 12 and 13: Submission frequencies and dates will be dictated by the SOW tasks citing this data item.  Blocks 14 and 15: A delivery shall be by electronic media on a recordable compact disc (CD) unless otherwise directed by the Contracting Officer Representative. Electronic form shall be compatible with existing BMDO/DTC word processing, spreadsheet, and database applications.				a. ADDRESSEE		b. COPIES				
				BMDO/DTC - COR		Draft	Final			
				BMDO/DCT			Reg	Repr		
				BMDO/POC - Data Manager			Reg	Repr		
				15. TOTAL	1	1	0			
G. PREPARED BY LTC Thomas R. Burnett, BMDO/DTC		H. DATE June 4, 1999		I. APPROVED BY R. Huffman, BMDO/POC		J. DATE June 4, 1999				

**CONTRACT DATA REQUIREMENTS LIST**  
*(1 Data Item)*

*Form Approved*  
**OMB No. 0704-0188**

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A. CONTRACT LINE ITEM NO. 0002, 0102, 0202, 0302			B. EXHIBIT A		C. CATEGORY TDP ___ TM ___ OTHER XX				
D. SYSTEM/ITEM Threat Systems Engineering Support Contract			E. CONTRACT/PR. NO HQ0006-99-C-0008		F. CONTRACTOR SPARTA, INC.				
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM Technical Report - Study/Services				3. SUBTITLE Update the architecture/system descriptions in TSEL				
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508/T, Jan. 1988			5. CONTRACT REFERENCE SOW 3.1.1.1			6. REQUIRING OFFICE BMDO/DTC			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY SEMIA		12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION			
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION See Block 16		a. ADDRESSEE				b. COPIES
16. REMARKS  Block 4: The Data Item Description DI-MISC-80508 is tailored as follows: DID Block 6a: Distribution to the DTIC is not applicable; DID Section 10.1: Contractor data format is acceptable, providing that due consideration is given to previously used formats of same or similar reporting for consistency of information presentation. Update and maintain a current description of the BMDO defense systems (e.g. NMD and TMD FoS). Identify the architecture, systems, elements functions, and their associated parameters.  Block 8: The Contractor shall submit for Contracting Officer Representative approval a draft of the technical report. Five (5) working days shall be allowed for Contracting Officer Representative review and comment followed by three (3) working days for Contractor submission of final draft.  Blocks 12 and 13: Submission frequencies and dates will be dictated by the SOW tasks citing this data item.  Blocks 14 and 15: A delivery shall be by electronic media on a recordable compact disc (CD) unless otherwise directed by the Contracting Officer Representative. Electronic form shall be compatible with existing BMDO/DTC word processing, spreadsheet, and database applications.									
						BMDO/DTC - COR	1	1	0
						BMDO/DCT		LT	
						BMDO/POC - Data Manager		LT	
						15. TOTAL	1	1	0
G. PREPARED BY LTC Thomas R. Burnett, BMDO/DTC			H. DATE June 4, 1999		I. APPROVED BY R. Huffman, BMDO/POC			J. DATE June 4, 1999	

**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

*Form Approved*  
**OMB No. 0704-0188**

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A. CONTRACT LINE ITEM NO. 0002, 0102, 0202, 0302		B. EXHIBIT A		C. CATEGORY TDP <u>    </u> TM <u>    </u> OTHER <u>XX</u>				
D. SYSTEM/ITEM Threat Systems Engineering Support Contract		E. CONTRACT/PR. NO HQ0006-99-C-0008		F. CONTRACTOR SPARTA, INC.				
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Technical Report - Study/Services			3. SUBTITLE Update to countermeasures database in TSEL				
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508/T, Jan. 1988		5. CONTRACT REFERENCE SOW 3.1.1.2, 3.1.1.4, and 3.1.3.1		6. REQUIRING OFFICE BMDO/DTC				
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION			
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION See Block 16					
16. REMARKS  Block 4: The Data Item Description DI-MISC-80508 is tailored as follows: DID Block 6a: Distribution to the DTIC is not applicable; DID Section 10.1: Contractor data format is acceptable, providing that due consideration is given to previously used formats of same or similar reporting for consistency of information presentation. Perform an independent assessment of the BMDO defense systems to develop and maintain countermeasure requirements to degrade BMDO defense systems functions.  Block 8: The Contractor shall submit for Contracting Officer Representative approval a draft of the technical report. Five (5) working days shall be allowed for Contracting Officer Representative review and comment followed by three (3) working days for Contractor submission of final draft.  Blocks 12 and 13: Submission frequencies and dates will be dictated by the SOW tasks citing this data item.  Blocks 14 and 15: A delivery shall be by electronic media on a recordable compact disc (CD) unless otherwise directed by the Contracting Officer Representative. Electronic form shall be compatible with existing BMDO/DTC word processing, spreadsheet, and database applications.				a. ADDRESSEE		b. COPIES		
				BMDO/DTC - COR		1	1	0
				BMDO/DCT			LT	
				BMDO/POC - Data Manager			LT	
				15. TOTAL	1	1	0	
G. PREPARED BY LTC Thomas R. Burnett, BMDO/DTC		H. DATE June 4, 1999		I. APPROVED BY R. Huffman, BMDO/POC		J. DATE June 4, 1999		



CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188			
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A. CONTRACT LINE ITEM NO. 0002, 0102, 0202, 0302			B. EXHIBIT A		C. CATEGORY TDP _____ TM _____ OTHER <u>XX</u>				
D. SYSTEM/ITEM Threat Systems Engineering Support Contract			E. CONTRACT/PR. NO. HQ0006-99-C-0008		F. CONTRACTOR SPARTA, INC.				
1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM Technical Report - Study/Services				3. SUBTITLE Update TRA Process Description				
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508/T, Jan. 1988			5. CONTRACT REFERENCE SOW 3.2.2.2			6. REQUIRING OFFICE BMDO/DTC			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY ANNLY		12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION			
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION See Block 16		a. ADDRESSEE	b. COPIES			
16. REMARKS  Block 4: The Data Item Description DI-MISC-80508 is tailored as follows: DID Block 6a: Distribution to the DTIC is not applicable; DID Section 10.1: Contractor data format is acceptable, providing that due consideration is given to previously used formats of same or similar reporting for consistency of information presentation.  Block 8: The Contractor shall submit for Contracting Officer Representative approval a draft of the technical report. Five (5) working days shall be allowed for Contracting Officer Representative review and comment followed by three (3) working days for Contractor submission of final draft.  Blocks 12 and 13: Submission frequencies and dates will be dictated by the SOW tasks citing this data item.  Blocks 14 and 15: A delivery shall be by electronic media on a recordable compact disc (CD) unless otherwise directed by the Contracting Officer Representative. Electronic form shall be compatible with existing BMDO/DTC word processing, spreadsheet, and database applications.									
						BMDO/DTC - COR	1	1	0
						BMDO/DCT		LT	
						BMDO/POC - Data Manager		LT	
15. TOTAL						1	1	0	
G. PREPARED BY LTC Thomas R. Burnett, BMDO/DTC			H. DATE June 4, 1999		I. APPROVED BY R. Huffman, BMDO/POC			J. DATE June 4, 1999	

<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>	<i>Form Approved</i> <i>OMB No. 0704-0188</i>
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A. CONTRACT LINE ITEM NO. 0002, 0102, 0202, 0302	B. EXHIBIT A	C. CATEGORY TDP <input type="checkbox"/> TM <input type="checkbox"/> OTHER <input checked="" type="checkbox"/> XX
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D. SYSTEM/ITEM Threat Systems Engineering Support Contract	E. CONTRACT/PR. NO HQ0006-99-C-0008	F. CONTRACTOR SPARTA, INC.
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1. DATA ITEM NO. A005	2. TITLE OF DATA ITEM Technical Report - Study/Services	3. SUBTITLE Threat Systems Engineering Library (TSEL)
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4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508/T, Jan. 1988	5. CONTRACT REFERENCE SOW 3.5.1, 3.5.2, 3.5.3, 3.5.4, and 3.5.5	6. REQUIRING OFFICE BMDO/DTC
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION See Block 16	14. DISTRIBUTION		
8. APP CODE A	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION See Block 16	a. ADDRESSEE			
					Draft	Final
						Reg
						Repr

<p>16. REMARKS</p> <p>Block 4: The Data Item Description DI-MISC-80508 is tailored as follows: DID Block 6a: Distribution to the DTIC is not applicable; DID Section 10.1: Contractor data format is acceptable, providing that due consideration is given to previously used formats of same or similar reporting for consistency of information presentation. Continuous processing of backlogged documents in the Countermeasures library.</p> <p>Block 8: The Contractor shall submit for Contracting Officer Representative approval a draft of the technical report. Five (5) working days shall be allowed for Contracting Officer Representative review and comment followed by three (3) working days for Contractor submission of final draft.</p> <p>Blocks 12 and 13: Submission frequencies and dates will be dictated by the SOW tasks citing this data item.</p> <p>Blocks 14 and 15: A delivery shall be by electronic media on a recordable compact disc (CD) unless otherwise directed by the Contracting Officer Representative. Electronic form shall be compatible with existing BMDO/DTC word processing, spreadsheet, and database applications.</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">BMDO/DTC - COR</td> <td style="width: 10%;">1</td> <td style="width: 10%;">1</td> <td style="width: 10%;">0</td> </tr> <tr> <td>BMDO/DCT</td> <td></td> <td>LT</td> <td></td> </tr> <tr> <td>BMDO/POC - Data Manager</td> <td></td> <td>LT</td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> <td></td> </tr> <tr> <td>15. TOTAL</td> <td>1</td> <td>1</td> <td>0</td> </tr> </table>	BMDO/DTC - COR	1	1	0	BMDO/DCT		LT		BMDO/POC - Data Manager		LT																																		15. TOTAL	1	1	0
BMDO/DTC - COR	1	1	0																																														
BMDO/DCT		LT																																															
BMDO/POC - Data Manager		LT																																															
15. TOTAL	1	1	0																																														

G. PREPARED BY LTC Thomas R. Burnett, BMDO/DTC	H. DATE June 4, 1999	I. APPROVED BY R. Huffman, BMDO/POC	J. DATE June 4, 1999
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(1 Data Item)

*Form Approved*  
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0002, 0102, 0202, 0302			B. EXHIBIT A		C. CATEGORY TDP ___ TM ___ OTHER XX				
D. SYSTEM/ITEM Threat Systems Engineering Support Contract				E. CONTRACT/PR. NO. HQ0006-99-C-0008		F. CONTRACTOR SPARTA, INC.			
1. DATA ITEM NO. A006	2. TITLE OF DATA ITEM Conference Minutes				3. SUBTITLE Working Group Meetings				
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81250A/T, Oct. 1993			5. CONTRACT REFERENCE SOW 3.3.1			6. REQUIRING OFFICE BMDO/DTC			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY ASREQ		12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION			
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION See Block 16		a. ADDRESSEE				b. COPIES
						Draft	Final		
							Reg	Repro	
16. REMARKS  Block 3: Support working group meetings and provide draft minutes.  Block 8: The Contractor shall submit for Contracting Officer Representative approval a draft set minutes. The format shall be a clear and concise presentation of individual meeting minutes. Five (5) working days shall be allowed for Contracting Officer Representative review and comment followed by three (3) working days for Contractor submission of final draft.  Blocks 12 and 13: Submission frequencies and dates will be dictated by the SOW tasks citing this data item.  Blocks 14 and 15: A delivery shall be by electronic media on a recordable compact disc (CD) unless otherwise directed by the Contracting Officer Representative. Electronic form shall be compatible with existing BMDO/DTC word processing, spreadsheet, and database applications.						BMDO/DTC - COR	1	1	0
						BMDO/DCT		LT	0
						BMDO/POC - Data Manager		LT	
						15. TOTAL	1	1	0
G. PREPARED BY LTC Thomas R. Burnett, BMDO/DTC				H. DATE June 4, 1999		I. APPROVED BY R. Huffman, BMDO/POC		J. DATE June 4, 1999	

**CONTRACT DATA REQUIREMENTS LIST**  
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A. CONTRACT LINE ITEM NO. 0002, 0102, 0202, 0302		B. EXHIBIT A		C. CATEGORY TDP <u>    </u> TM <u>    </u> OTHER <u>XX</u>					
D. SYSTEM/ITEM Threat Systems Engineering Support Contract			E. CONTRACT/PR. NO HQ0006-99-C-0008		F. CONTRACTOR SPARTA, INC.				
1. DATA ITEM NO. A007	2. TITLE OF DATA ITEM Presentation Materials				3. SUBTITLE Briefings				
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81373/T, Oct. 1993			5. CONTRACT REFERENCE SOW 3.1.1.1, 3.1.1.2, 3.1.1.3, 3.1.2.2, 3.1.3.1, 3.2.1.1, 3.2.2.1, 3.2.2.2, 3.4.2.2, and 3.4.2.5			6. REQUIRING OFFICE BMDO/DTC			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY ASREQ		12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION			
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION See Block 16		a. ADDRESSEE			b. COPIES	
16. REMARKS  Block 4: Format and Content shall be proposed by the Contractor for Contracting Officer Representative approval  Block 8: The Contractor shall submit for Contracting Officer Representative approval a draft of the briefing. Five (5) working days shall be allowed for Contracting Officer Representative review and comment followed by three (3) working days for Contractor submission of final draft.  Blocks 12 and 13: Each initial draft briefing provided for approval Contracting Officer Representative shall be submitted not later than two weeks before the date of the conference to which it applies.  Blocks 14 and 15: A delivery shall be by electronic media on a recordable compact disc (CD) unless otherwise directed by the Contracting Officer Representative. Electronic form shall be compatible with existing BMDO/DTC word processing, spreadsheet, and database applications.						BMDO/DTC - COR	1	1	0
						BMDO/DCT		LT	0
						BMDO/POC - Data Manager		LT	
						15. TOTAL			
G. PREPARED BY LTC Thomas R. Burnett, BMDO/DTC			H. DATE June 4, 1999		I. APPROVED BY R. Huffman, BMDO/POC		J. DATE June 4, 1999		

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188			
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A. CONTRACT LINE ITEM NO. 0002, 0102, 0202, 0302			B. EXHIBIT A		C. CATEGORY TDP _____ TM _____ OTHER XX _____				
D. SYSTEM/ITEM Threat Systems Engineering Support Contract			E. CONTRACT/PR. NO HQ0006-99-C-0008			F. CONTRACTOR SPARTA, INC.			
1. DATA ITEM NO. A008	2. TITLE OF DATA ITEM Miscellaneous Data Submissions				3. SUBTITLE Point Papers, Research, Correspondence & Related Documents				
4. AUTHORITY (Data Acquisition Document No.) N/A			5. CONTRACT REFERENCE SOW 3.1.4.1, 3.4.2.1, 3.6.1, 3.6.2, and 3.6.3			6. REQUIRING OFFICE BMDO/DTC			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY ASREQ		12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION			
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION See Block 16		a. ADDRESSEE				b. COPIES
16. REMARKS  Block 4: Format and Content shall be proposed by the Contractor for Contracting Officer Representative approval.  Block 8: The Contractor shall submit for Contracting Officer Representative approval a draft of the materials. Five (5) working days shall be allowed for Contracting Officer Representative review and comment followed by three (3) working days for Contractor submission of final draft.  Blocks 12 and 13: Submission frequencies and dates will be dictated by the SOW tasks citing this data item.  Blocks 14 and 15: A delivery shall be by electronic media on a recordable compact disc (CD) unless otherwise directed by the Contracting Officer Representative. Electronic form shall be compatible with existing BMDO/DTC word processing, spreadsheet, and database applications.									
						BMDO/DTC - COR	1	1	0
						BMDO/DTC	1	1	0
						BMDO/POC - Data Manager		LT	
15. TOTAL						2	2	0	
G. PREPARED BY LTC Thomas R. Burnett, BMDO/DTC			H. DATE June 4, 1999		I. APPROVED BY R. Huffman, BMDO/POC			J. DATE June 4, 1999	

**CONTRACT DATA REQUIREMENTS LIST**  
*(1 Data Item)*

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**OMB No. 0704-0188**

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A. CONTRACT LINE ITEM NO. 0002, 0102, 0202, 0302		B. EXHIBIT A		C. CATEGORY TDP <u>    </u> TM <u>    </u> OTHER <u>XX</u>						
D. SYSTEM/ITEM Threat Systems Engineering Support Contract			E. CONTRACT/PR. NO HQ0006-99-C-0008		F. CONTRACTOR SPARTA, INC.					
1. DATA ITEM NO. A009	2. TITLE OF DATA ITEM Status Report				3. SUBTITLE Monthly Status Reports					
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80368/T, Jun. 1987			5. CONTRACT REFERENCE Contract Clause C-1		6. REQUIRING OFFICE BMDO/DTC					
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION					
8. APP CODE N/A	11. AS OF DATE 0	13. DATE OF SUBSEQUENT SUBMISSION 20 DARP		a. ADDRESSEE				b. COPIES		
<p>Block 4: Format and Content shall be proposed by the Contractor for Contracting Officer Representative approval.</p> <p>Block 8: The Contractor shall submit drafts for Contracting Officer Representative approval of format and content based on the performance standards established in accordance with CDRL DI A001 to include all of the following criteria:</p> <ul style="list-style-type: none"> <li>• Consideration of presentation receiver information needs.</li> <li>• Brief, but complete information in clear, concise, easily understood, and unambiguous terms.</li> </ul> <p>Five (5) working days shall be allowed for BMDO/DTC review and comment followed by three (3) working days for Contractor submission of a final draft.</p> <p>Blocks 12 and 13: Submission frequencies and dates will be dictated by the SOW tasks citing this data item.</p> <p>Block 14:</p> <p>a. Delivery shall be by viewgraph, paper, electronic, or other media as coordinated with the Contracting Officer Representative r. Electronic form shall be compatible with existing BMDO/DTC word processing, spreadsheet, graphic/presentation, and database applications.</p> <p>b. Other distribution, affecting total copy requirements, will be required dependent upon presentation participation and shall be coordinated with the Contracting Officer Representative prior to final document submission.</p>					Draft	Final				
						Reg	Repro			
					BMDO/DTC - COR	1	1	0		
					BMDO/DCT	0	1	0		
BMDO/POC - Data Manager	0	LT	0							
					15. TOTAL	1	2	0		
G. PREPARED BY LTC Thomas R. Burnett, BMDO/DTC			H. DATE June 4, 1999	I. APPROVED BY R. Huffman, BMDO/POC		J. DATE June 4, 1999				

COMPANY NAME  
COMPANY ADDRESS

**MONTHLY STATUS REPORT**

**Month Year**

**Submitted to:  
Ballistic Missile Defense Organization  
BMDO/DTC**

**in accordance with  
Contract HQ0006-XX-C-XXXX  
CDRL AXXX**

**Distribution:  
BMDO/DTC  
BMDO/DCT**

## 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 items (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.

<b>A. CONTRACT LINE ITEM NO.</b> 0002, 0102, 0202, 0302	<b>B. EXHIBIT</b> A	<b>C. CATEGORY</b> TDP <u>    </u> TM <u>    </u> OTHER <u>XX</u>
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<b>D. SYSTEM/ITEM</b> Threat Systems Engineering Support Contract	<b>E. CONTRACT/PR. NO</b> HQ0006-99-C-0008	<b>F. CONTRACTOR</b> SPARTA, INC.
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<b>1. DATA ITEM NO.</b> A010	<b>2. TITLE OF DATA ITEM</b> Funds & Labor Hour Expenditure Report	<b>3. SUBTITLE</b> N/A
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<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-FNCL-81537, Mar. 1997	<b>5. CONTRACT REFERENCE</b> Contract Clause C-1	<b>6. REQUIRING OFFICE</b> BMDO/DTC
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<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b> N/A	<b>10. FREQUENCY</b> MTHLY	<b>12. DATE OF FIRST SUBMISSION</b> See Block 16	<b>14. DISTRIBUTION</b>		
<b>8. APP CODE</b> N/A		<b>11. AS OF DATE</b> 0	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> 20 DARP	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>	
					Draft	Final
					Reg	Repro

<b>16. REMARKS</b>  <ul style="list-style-type: none"> <li>Regarding CDRL DI 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.</li> <li>Regarding CDRL DI Block 14: Distribution to BMDO/DCT shall be via EDI when directed by the PCO; all distribution to other recipients will be via paper copies.</li> </ul>						
	BMDO/DTC - COR	1	1	0		
	BMDO/DCT	0	1	0		
	BMDO/POC - Data Manager	0	LT	0		
<b>15. TOTAL</b>	1	2	0			

<b>G. PREPARED BY</b> LTC Thomas R. Burnett, BMDO/DTC	<b>H. DATE</b> June 4, 1999	<b>I. APPROVED BY</b> R. Huffman, BMDO/POC	<b>J. DATE</b> June 4, 1999
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**STATEMENT OF WORK**  
**FOR**  
**THREAT SYSTEMS ENGINEERING SUPPORT CONTRACT**

**APRIL 9, 1999**

**PREPARED BY**  
**BALLISTIC MISSILE DEFENSE ORGANIZATION**

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## **1 INTRODUCTION**

### **1.1 OBJECTIVE**

This Statement of Work (SOW) describes the Threat Systems Engineering Support Contract (TSESC) operational requirements for the Threat Systems Engineering Program (TSEP) under the Directorate of Threat and Countermeasures (DTC) of the Ballistic Missile Defense Organization (BMDO).

### **1.2 BACKGROUND**

Within the Department of Defense, BMDO is responsible for managing, directing, and executing the acquisition of joint missile defense systems. The Director of BMDO is the Acquisition Executive authority for assigned missile defense programs. BMDO is responsible for the execution of the following mission essential tasks:

- a. Establish and implement joint systems engineering processes that provide the technical foundation for Ballistic Missile Defense (BMD) planning and execution.
- b. Develop and enable deployment of a cost-effective and affordable interoperable Theater Air and Missile Defense (TAMD) to meet the evolving missile threat to deployed US forces, friends and allies.
- c. Develop options to deploy a National Missile Defense (NMD) within a specified time from a deployment decision.
- d. Plan and execute a coherent missile defense and advanced technology program to reduce program risk, improve systems performance and affordability, and keep pace with the threat.
- e. Lead international dialogue and cooperation for missile defense activities.
- f. Articulate and advocate joint mission area of missile defense.

To complete these mission essential tasks, accomplish BMDO's mission and provide robust defense systems to the warfighters, it is essential that systems developers have a thorough understanding of current and potential threats and how these threats may be applied.

The DTC serves as the BMDO Director's direct liaison to the Intelligence Community and is responsible for all of BMDO's threat and countermeasure activities. DTC employs Intelligence, Threat Applications, and Threat Systems Engineering teams to provide threat and countermeasures support. The Intelligence Team provides current intelligence

projections and associated scientific and technical intelligence. The Threat Applications Team applies threat and countermeasures information in an operational context to support systems analyses and war games. The Threat Systems Engineering Team executes the TSEP and conducts detailed engineering analyses of threat systems to support the overall BMDO systems engineering process.

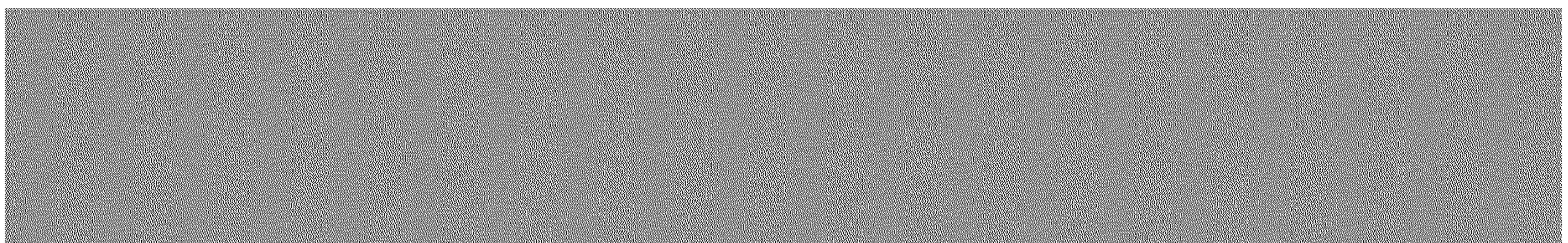
The mission of the TSEP is to assist BMDO, and its executing agents, in identifying, characterizing, understanding, and mitigating the threat risk to our defense systems. The TSEP mission has four distinct, but related aspects:

- a. Identify and characterize potential countermeasures to missile defense systems.
- b. Model and simulate threat systems to support BMDO threat scenario development and systems analyses.
- c. Serve as the BMDO Director's independent "Red Engineering Team" assisting BMDO in developing and understanding risks associated with the threat.
- d. Provide defense system developers with information to assist them in designing systems that will be robust in the face of threat variability.

### **1.3 SCOPE**

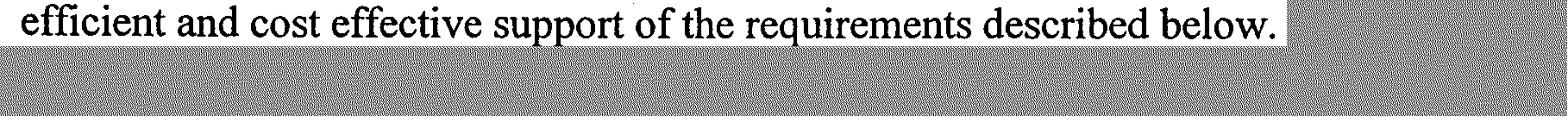
- a. This work effort is to provide expert scientific and engineering support to the TSEP. This work effort is performed through independent technical analyses and assessments, participation in TSEP reviews, meetings, information exchanges and working groups.
- b. The scope of this work effort shall include technical analyses and detailed engineering and design studies of threat systems and associated countermeasures, conducting Threat Risk Assessments (TRAs), development and maintenance of technical databases, support to TSEP experiments, and reporting of results. The TSESC work effort includes interfacing and close coordination with organizations within DTC, organizations internal to BMDO, its associated Program Offices and executing agents, and the DoD Intelligence Community.

## **2 REFERENCE DOCUMENTS**



**3 REQUIREMENTS**

The contractor shall provide personnel, facilities, and resources appropriate for the efficient and cost effective support of the requirements described below.



**3.1 COUNTERMEASURES ENGINEERING**

An essential part of identifying threat risks is the identification, development, characterization and specification of countermeasures that may stress various ballistic missile (BM) defense system(s) functions. This task is to: (1) Develop and maintain a thorough understanding of BM defense architectures, systems, subsystems, and elements and their associated critical functions and performance parameters; (2) Identify the associated threat performance parameters that may degrade those functions; (3) Formulate mechanisms/countermeasure concepts that provide the required threat system performance; (4) Develop mechanism/countermeasure designs to support systems analyses; and (5) Conduct analyses to quantify performance. Detailed effectiveness analyses require detailed knowledge of the defense system(s) and operations and is therefore, generally, the system(s) designer's (s') responsibility. However, in order to develop effective countermeasures, the countermeasure developer must conduct technical analyses to estimate the countermeasure effectiveness from an offense point-of-view. This task provides the basis for all of the TSESC work.

**3.1.1 IDENTIFICATION AND DEVELOPMENT OF COUNTERMEASURE CONCEPTS**

TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
1. TSEL, ORDs, CRDs, Architecture and System descriptions.	Update and maintain a current description of the BMDO defense systems (e.g. NMD and TMD FoS). Identify the architecture, systems, elements, functions, and their associated parameters.	Update to architecture/system descriptions in TSEL. Frequency: semi-annually Expected Increase: none CDRL A002, A007	See footnote 1
2. Results from Task 3.2.1.1; Inputs from the Red Engineering Team; TSEL	Perform an independent assessment of the BMDO defense systems to develop and maintain countermeasure requirements to degrade BMDO defense system functions.	Update to countermeasures database in TSEL. Frequency: semi-annually Expected Increase: none CDRL A003, A007	See footnote 1
3. TSEL; Results from Task 3.1.1.2; Inputs from the Red Engineering Team and other TSEP elements; Explicit requirements from TSEP customers.	Conduct a database review to identify issues and needs for countermeasures concepts and analyses.	Frequency: two (2) per year Expected Increase: none CDRL A007	See footnote 1

4. Results from Task 3.1.1.3; Selection and prioritization from the COR.	Develop new countermeasure concepts.	Update to countermeasures database in TSEL. Frequency: semi-annually Expected Increase: none CDRL A003	See footnote 1
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<b>3.1.2 DEVELOP COUNTERMEASURE DESIGNS</b>			
<b>TASK INPUT</b>	<b>TASK DESCRIPTION</b>	<b>TASK OUTPUT</b>	<b>STANDARD</b>
1. Results from Task 3.1.1.4 Selection and prioritization from COR.	Develop countermeasure designs to an engineering detail level sufficient to support computer modeling and analysis (e.g. standard Level 1 Design Specifications).	Technical report. Frequency: five (5) per year Expected Increase: one (1) per year CDRL A001	See footnote 1
2. Results from Task 3.1.2.1; and COR.	Recommend actions for the proper quantification of countermeasure performance (e.g. analyses, hardware development, ground tests, flight tests).	Briefing. Frequency: three (3) - five (5) per year Expected Increase: none CDRL A007	See footnote 1

**3.1.3 PERFORM COUNTERMEASURES TECHNICAL ANALYSES**

In order to develop effective countermeasures, the countermeasure developer must conduct technical analyses to estimate the countermeasure effectiveness from either an offensive or defensive point-of-view.

TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
1. Results from Task 3.1.2; TSEL; Inputs from other TSEP elements; Requirements from TRAs; TSEP customer requirements.	Determine the operational effectiveness of countermeasures through technical analyses of selected countermeasures.	Final briefing and technical report and update TSEL. Frequency: three (3) - five (5) per year Expected Increase: none CDRL A001, A003, and A007	See footnote 1

**3.1.4 COUNTERMEASURES SPECIFICATIONS**

The TSEP provides direct support to the DTC Threat Applications Team's scenario development activities. This task supports the specification, description, and implementation of countermeasures in those threat scenarios.

TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
1. Threat Applications Team's scenario plans.	Participate in scenario planning meetings and working groups to gain a thorough understanding of countermeasure specification requirements.	Frequency: six (6) meetings per year Expected Increase: none CDRL A008	See footnote 1
2. TSEL. Input from the Red Engineering Team and other TSEP elements.	Tailor countermeasure designs for specific applications in Threat Applications Team threat scenarios to a Standard Level I design specifications.	Technical reports. Frequency: five (5) - ten (10) per year Expected Increase: none CDRL A001	See footnote 1

<b>3.2 THREAT RISK ASSESSMENTS (TRAs)</b>			
THREAT RISK ASSESSMENTS (TRAs) are joint assessments by the system developer (Blue Team) and the threat community (Red Team) to investigate the performance sensitivities of BMD architectures, elements or components to variations in the threat. The contractor's role is to assist the Red Team leader in the planning and execution of these assessments and in documenting and disseminating the results.			
<b>3.2.1 CONDUCT TRAs</b>			
TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
1. TRA Process Description; Task 3.1.1.1.1.	Plan, execute, assess, and document TRAs on various BMDO systems to identify potential risk areas such as: a. TRA on a limited BMDO Theater Air Missile Defense Family of Systems; and b. TRA on NMD architecture.	Study Plan, Final Technical Report, and Final Briefing. Frequency: two (2) – three (3) per year Expected Increase: none CDRL A001 and A007	See footnote 1

<b>3.2.2 UPDATE THE THREAT RISK ASSESSMENT PROCESS (TRAP)</b>			
The TRAP is an evolving process. This task shall collect lessons learned in support of continuous TRAP improvement. The contractor's role is to continually review DTC's customer needs, TRA processes and TRA products and recommend improvements to maximize responsiveness to system developer needs. Process improvements are sought in areas of TRA duration, accuracy and scope.			
TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
1. Current TRA Process Description; Inputs from TRA participants.	Conduct an annual review of Threat Risk Assessment Process (TRAP) to identify lessons learned, areas requiring improvement, and opportunities for increased efficiency. This includes but is not limited to surveying participants in previous TRAs.	Briefing. Frequency: annually Expected Increase: none CDRL A007	See footnote 1
2. Written comments from COR.	Upon COR approval develop process, procedures, and/or techniques in response to inputs from Task 3.2.2.1 and incorporate them into an updated draft TRA Process Description.	Updated TRA Process Description briefing. Frequency: annually Expected Increase: none CDRL A004 and A007	See footnote 1

**3.3 QUICK REACTION STUDIES**

The TSEP is an integral part of the overall BMDO systems engineering process. The TSEP frequently supports short suspense studies and working groups (e.g. two (2) weeks to two (2) months) resulting from inquiries, architecture studies, system alternative studies, etc. This task is to provide threat and countermeasures engineering expertise to those studies and working groups.

TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
1. Inquiries, Study plans, and Study Group Charters.	Participate in working groups, such as the BMDO TO (Deputy for Technology) Engineering Analysis Team (EAT), BMD Systems Architecture Study, etc. to provide real-time threat systems engineering expertise and develop an understanding of requirements for engineering analyses.	Support 4-6 working group meetings and 4 short suspense studies per year. Status reports. Frequency: ten (10) – fifteen (15) per year Expected Increase: none CDRL A006	See footnote 1
2. Results from Task 3.3.1; TSEL.	Conduct short-term threat systems engineering analyses to answer specific technical questions generated under Task 3.3.1. It is anticipated that these questions will relate to such things as: the selection and employment of specific countermeasures, expected ranges of countermeasures and performance parameters, and technical feasibility of threat systems performing certain operations.	Technical report. Frequency: four (4) - six (6) per year Expected Increase: none CDRL A001	See footnote 1

**3.4 COUNTERMEASURES EXPERIMENTS SUPPORT**

The Contractor does not execute countermeasures experiments. These experiments are carried out by other agencies supporting the Threat Systems Engineering Program. However, the Contractor does provide input in terms of defining countermeasure experiments in general and specific recommendations with respect to the BMDO Countermeasures Hands-On Program (CHOP), as follows:

**3.4.1 DEFINE COUNTERMEASURES EXPERIMENTS**

TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
1. TRAP, TSEL, other TSEP activities.	Recommend which countermeasures require flight or ground experiments for complete characterization.	Technical report. Frequency: three (3) per year Expected Increase: none CDRL A001	See footnote 1
2. Results of 3.4.1.1	Identify which data elements should be obtained via an experiment and provide a rationale why the information cannot be obtained by other means.	Technical report. Frequency: three (3) per year Expected Increase: none CDRL A001	See footnote 1
3. Results of 3.4.1.2	For data elements identified, recommend the type of experiment and types of data that should be collected and the types of sensors that should be used.	Technical report. Frequency: three (3) per year Expected Increase: none CDRL A001	See footnote 1

**3.4.2 TSEP HARDWARE FACILITY (HARDFAC) SUPPORT**

TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
1. TRAs; TSEL; Red Engineering Team.	Recommend possible HardFac mission objectives identified from ongoing work in the TSEP.	Recommendation memo. Frequency: three (3) – nine (9) per year Expected Increase: none CDRL A008	See footnote 1
2. Results of 3.4.2.1.	Prepare advocacy briefings to gain BMDO Systems Architecture and Engineering Board (SAEB) approval for candidate HardFac missions.	Briefings. Frequency: three (3) – nine (9) per year Expected Increase: none CDRL A007	See footnote 1
3. List of approved missions.	Prepare the Problem Statement and Country Capability Report for each approved HardFac mission.	Technical report. Frequency: three (3) per year Expected Increase: none CDRL A001	See footnote 1
4. Results of 3.4.2.2.	Coordinate and manage the CHOP Referee Team to maintain the Rest of World (RoW) fidelity of each mission simulation.	Technical report. Frequency: three (3) per year Expected Increase: none CDRL A001	See footnote 1
5. Results of 3.4.2.2	Provide one member to the CHOP Mission Definition Group (MDG).	Briefing (meeting). Frequency: four (4) per year Expected Increase: none CDRL A007	See footnote 1



<p><b>3.5 MAINTENANCE OF THREAT SYSTEMS ENGINEERING LIBRARY (TSEL) –</b> The TSEL integrates the functions of document imaging, document management, information extraction and data manipulation in a single hardware and software architecture. The system is to provide simultaneous document scanning and archiving capability from a single workstation along with simultaneous document retrieval and data extraction by up to three individual workstations form a single CD ROM jukebox. The total system operates on a self-contained intranet.</p> <p>TSEL is the overall information architecture used to store and manage data supporting the TSEP. The TSEL currently is composed of government-owned PC-based hardware and software operating in a Microsoft Windows 97 environment; however, the database/library will be provided to the contractor or via CD-ROM for storage and maintenance on contractor owned equipment. At present, users must be co-located with the TSEL, however, the Government hopes to expand access to remote locations (e.g. MIT/LL, SNL/CA, HardFac, SNL/NM, etc.) to support the Red Engineering Team as well as link other members of the TSEP Team via a secure link (e.g. IntelliLink S).</p>			
TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
1. Documents.	Continuous scanning/processing of backlogged documents in the Countermeasures library.	TSEL. Frequency: continuous CDRL A005	See footnote 1
2. Documents.	Continuous loading of newly received documents into the Countermeasures library and conducting of searches.	TSEL. Frequency: continuous CDRL A005	See footnote 1
3. COR Direction.	Develop operating guide for storage, search, and access to other search engines for the TSEL.	TSEL Operating Guide. Frequency: semi-annually Expected Increase: none CDRL A005	See footnote 1
4. Results of 3.5.3.	Update operating guide to reflect industry advances.	TSEL Operating Guide. Frequency: semi-annually Expected Increase: none CDRL A005	See footnote 1
5. Customer Inquiries	Conduct data searches and provide summary reports in support of SOW tasks.	Summary report. Frequency: continuous CDRL A005	See footnote 1

TASK INPUT	TASK DESCRIPTION	TASK OUTPUT	STANDARD
1. SCORE Meeting(s)	Support technical discussions involving countermeasures at Threat and Countermeasures SCORE meetings.	Comments, notes, reports, briefing, and point papers. Frequency: four (4) times per year Expected Increase: none CDRL A008	See footnote 1
2. SCORE Meeting(s).	Provide technical presentation on Threat and Countermeasures topics.	Comments, notes, reports, briefing, and point papers. Frequency: four (4) times per year Expected Increase: none CDRL A008	See footnote 1
3. SCORE Meeting(s)	Prepare, administer, conduct, and document technical interchange meetings and provide support materials as required by the BMDO/DTC SCORE point-of-contact.	Comments, notes, reports, briefing, and point papers. Frequency: four (4) times per year Expected Increase: none CDRL A008	See footnote 1

Footnotes:

1. Information, materials, reports, plans and policy documents, and briefings will be accurate, concise, relevant, timely and easily usable. Presentation materials will be thoroughly proofed, be error free, and contain readable print, placed on CD ROM discs and high quality graphics. Information accessed via electronic media will be indexed and readily retrievable in the form and content required. Adapt to and draw upon changing technology and new sources of information. Specific metrics by which to measure successful meeting of these standards will be contractor developed and government approved as pertains to specific functional area requirements.
2. Task output will need to be made available in hard or soft-copy depending on the task and immediate situation. Soft-copy will need to be made available either via electronic transmission or via computer disc. In all cases the medium the output that is provided has to meet government standards and be usable on current government equipment.

OVERARCHING STATEMENTS TO BE INSERTED INTO THE OVERALL PACKAGE:

Adapt to and draw upon changing technology and new sources of information to ensure that research and analyses is conducted in the most efficient, accurate, and comprehensive manner.

CORE CAPABILITIES FUNCTIONS CHART

Key (Yes/No)	Function	Description (Relevant specialized experience includes)
Yes	Program Manager	<ul style="list-style-type: none"> <li>Utilize business management and systems engineering knowledge.</li> <li>Demonstrate specialty experience across the entire range of SOW requirements.</li> </ul>
Yes	Principal Engineer/Scientist	<ul style="list-style-type: none"> <li>Perform engineering work related to U.S. and foreign ballistic missile systems, countermeasures, components, designs, operations, performance and developments; ballistic missile defense systems and architectures; and ballistic missile test and evaluation methodologies, programs, and activities.</li> <li>Utilize expertise in international and domestic military strategies and doctrine to postulate countermeasures.</li> </ul>
Yes	Senior Engineer/Scientist	<ul style="list-style-type: none"> <li>Perform engineering work related to U.S. and foreign ballistic missile systems, countermeasures, components, designs, operations, performance and developments; ballistic defense systems and architectures; and ballistic missile test and evaluation methodologies, programs, and activities.</li> <li>Support computer modeling, simulation, and war gaming for DoD activities or exercises.</li> <li>Utilize expertise in cost estimating and analysis for weapon systems activities and exercises to postulate countermeasures.</li> </ul>
No	Engineer/Scientist	<ul style="list-style-type: none"> <li>Perform engineering work related to U.S. and foreign ballistic missile systems, countermeasures, components, designs, operations, performance and developments; and ballistic missile test and evaluation methodologies, programs, and activities.</li> <li>Perform management and operation of technical and engineering information databases.</li> <li>Utilize expertise in computer modeling, simulation, and war gaming to evaluate countermeasures.</li> </ul>
No	Computer System Analyst	<ul style="list-style-type: none"> <li>Perform tasks related with computer hardware and software, technologies, and architectures used in operating, maintaining, upgrading, and updating computer stored information databases.</li> <li>Utilize expertise in computer modeling, simulation, and war gaming for countermeasures assessments.</li> <li>Manage and operate computer stored technical and engineering information databases.</li> </ul>
No	All Others	<ul style="list-style-type: none"> <li>Execute administrative and clerical tasks.</li> </ul>



**OCI ANALYSIS/DISCLOSURE FORM**

<p>1. <i>Contract Number</i> HQ0006-99-C-0008</p>	<p>2. <i>Program Title</i> Threat Systems Engineering Support Contract</p>	
<p>3. <i>Contractor Name and Address</i></p>	<p>4. <i>Telephone Number and POC</i></p>	
<p>5. <i>Type of work to be performed under this solicitation:</i></p> <p>(a) Providing Systems Engineering and Technical Direction ( )          (b) Preparing Specifications or Work Statements ( )          (c) Providing Technical Evaluation or Advisory &amp; Assistance Services ( X )</p>		
<p><i>Other BMDO or BMD-related work requiring analysis and determination:</i></p>	<p>6. <i>Contract Number and Program Title</i></p>	
<p>7. <i>Brief Summary/Description of work performed under Block 6 action:</i></p>		
<p>8. <i>Relationship between requirements of Block 1 action and work performed under Block 6 action (If None, State Why):</i></p>		
<p>9. <i>Offeror/Contractor OCI Evaluation and Assessment (If either answer is yes, attach a copy of the SOW and complete Block 10):</i></p> <p>(a) Does Actual OCI exist? ( ) Yes ( ) No          (b) Does Potential OCI exist? ( ) Yes ( ) No</p>		
<p>10. <i>Summary of actual/potential OCI, including actions planned to avoid, neutralize, or mitigate conflict or potential conflict:</i></p>		
<p>11. <i>Typed Name of Responsible Official</i></p>	<p>12. <i>Signature</i></p>	<p>13. <i>Date</i></p>
<p>14. <i>Typed Name of Contracting Officer</i> KAREN H. REUTER, BMDO/DCTR</p>	<p>15. <i>Approval Signature</i></p>	<p>16. <i>Date</i></p>

INSTRUCTIONS FOR COMPLETING OCI ANALYSIS/DISCLOSURE FORM

Blocks 3 and 4: Self explanatory.

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

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


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

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

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

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

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

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. <b>F00001</b>		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY BALLISTIC MISSILE DEFENSE ORGANIZATION ( 1725 JEFFERSON DAVIS HWY, SUITE 809 ARLINGTON VA 22202)		CODE <b>HQ0006</b>	7. ADMINISTERED BY (If other than item 6) DCMC SANTA ANA 34 CMC CENTER PLAZA P.O. BOX C 12700 SANTA ANA CA 92712-2700	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SPARTA, INC. 23041 AVENIDA DE LA CARLOTA LAGUNA HILLS CA 92653			5. PROJECT NO. (If applicable) <b>S0513A</b>	
			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. <b>HQ0006-99-C-0008</b>	
			X 10B. DATED (SEE ITEM 13) <b>01-Aug-1999</b>	
CODE <b>5S145</b>		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> 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) <b>See Schedule</b>				
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) <b>Unilateral pursuant to FAR 52.232-22, LIMITATION OF FUNDS</b>				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  The purpose of this modification is to increase the allotment of funds in accordance with FAR 52.232-22 Limitation of Funds. Accordingly, the contract is changed as follows:  (Continued on Page 2)				
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) KAREN REUTER / PCO	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED <b>20-Aug-1999</b>



**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HQ0006-99-C-0008-P00001PAGE  
2 OF 2NAME OF OFFEROR OR CONTRACTOR  
SPARTA, INC.

1. SECTION G-8, Allotment of Funds, is revised to increase the amount of funds on the contract by \$215,000 from \$263,658 to \$478,658 and revise the estimated funds exhaust date to 1 November 1999.
2. SECTION G-9, Accounting and Appropriation Data, is revised to increase ACRN AA in the amount of \$215,000.

Contract change page is attached hereto and incorporates the above identified changes.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. <b>F00002</b>	3. EFFECTIVE DATE <b>25-Oct-1999</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY BALLISTIC MISSILE DEFENSE ORGANIZATION ( 1725 JEFFERSON DAVIS HWY, SUITE 809 ARLINGTON VA 22202)	CODE <b>HQ0006</b>	7. ADMINISTERED BY (If other than item 6) DCMC SANTA ANA 34 CMIC CENTER PLAZA P.O. BOX C 12700 SANTA ANA CA 92712-2700	CODE <b>S0513A</b>

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SPARTA, INC. 23041 AVENIDA DE LA CARLOTA LAGUNA HILLS CA 92653	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. <b>HQ0006-99-C-0008</b>
	X 10B. DATED (SEE ITEM 13) <b>01-Aug-1999</b>

CODE **5S145** FACILITY CODE

**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)  
**Unilateral pursuant to FAR 52.232-22, LIMITATION OF FUNDS**

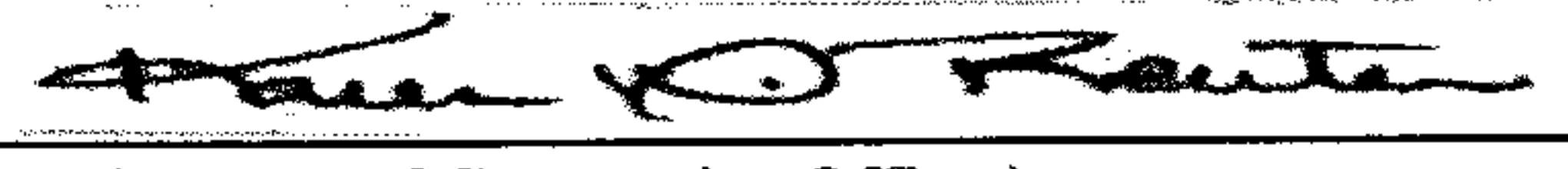
E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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

The purpose of this modification is to increase the Allotment of Funds in accordance with FAR 52.232-22 Limitation of Funds. Accordingly, the contract is changed as follows:

(Continued on Page 2)

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) KAREN REUTER / PCO		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED <b>25-Oct-1999</b>

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HQ0006-99-C-0008-P00002

PAGE

2

OF

2

NAME OF OFFEROR OR CONTRACTOR  
SPARTA, INC.***DRAFT***

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

Changes in Section G

Summary for the Payment Office

As a result of this modification, the total funded amount of the contract is increased by \$1,442,000.00 from \$600,658.00 to \$1,920,658.00

(Contract Level Funding)

AA: 9790400.2520 0603876C 2522 012123 BMDO0190843946  
is increased by \$122,000.00 from \$478,658.00 to \$600,658.00.

AB: 9700400.2520 0603876C 2522 012123 BMDO0192886908  
is increased by \$1,320,000.00 from \$0.00 to \$1,320,000.00.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. <b>F00003</b>	3. EFFECTIVE DATE <b>11-Feb-2000</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
6. ISSUED BY BALLISTIC MISSILE DEFENSE ORGANIZATION ( 1725 JEFFERSON DAVIS HWY, SUITE 809 ARLINGTON VA 22202)	CODE <b>HQ0006</b>	7. ADMINISTERED BY (If other than item 6) DCMC SANTA ANA 34 CMC CENTER PLAZA P.O. BOX C 12700 SANTA ANA CA 92712-2700	CODE <b>S0513A</b>

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SPARTA, INC. 23041 AVENIDA DE LA CARLOTA LAGUNA HILLS CA 92653	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. <b>HQ0006-99-C-0008</b>
	X 10B. DATED (SEE ITEM 13) <b>01-Aug-1999</b>

**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) Unilateral pursuant to FAR 52.232-22, "Limitation of Funds"

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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

The purpose of this modification is to provide incremental funding pursuant to the Limitation of Funds clause. Accordingly, the contract is changed as follows:

(continued)

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) SARA WILHELM / PROGRAM ANALYST
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY <i>Sara Wilhelm</i> (Signature of Contracting Officer)	16C. DATE SIGNED 21-Jul-2000

1. SECTION G-8, Allotment of Funds, is revised to increase the amount of funds on the contract by \$450,000 from \$1,920,658 to \$2,370,658 and revise the estimated funds exhaust date to December 31, 2000.
2. SECTION G-9, Accounting and Appropriation Data, ACRN AB is hereby increased in the amount of \$450,000 for a new total amount of \$1,770,000.
3. Contract change pages 11 and 12 are attached hereto and incorporate the above identified changes.
4. All other terms and conditions remain unchanged.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. <b>F00004</b>	3. EFFECTIVE DATE <b>14-Aug-2000</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY BALLISTIC MISSILE DEFENSE ORGANIZATION ( 1725 JEFFERSON DAVIS HWY, SUITE 809 ARLINGTON VA 22202)	CODE <b>HQ0006</b>	7. ADMINISTERED BY (If other than item 6) DCMC SANTA ANA 34 CIVIC CENTER PLAZA P.O. BOX C 12700 SANTA ANA CA 92712-2700	CODE <b>S0513A</b>

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SPARTA, INC. 23041 AVENIDA DE LA CARLOTA LAGUNA HILLS CA 92653	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. <b>HQ0006-99-C-0008</b>
	X 10B. DATED (SEE ITEM 13) <b>01-Aug-1999</b>

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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


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

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 3 copies to the issuing office.

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

The purpose of this modification is to delete clause B-4, Payment of Fixed Fee in its entirety.

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) KARLA JACKSON / CONTRACTING OFFICER		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 29-Aug-2000
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

**Changes in Section G**

**Summary for the Payment Office**

**The total funded amount of the contract remains unchanged.**



# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. <b>P00005</b>	3. EFFECTIVE DATE <b>28-Sep-2000</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
6. ISSUED BY BALLISTIC MISSILE DEFENSE ORGANIZATION ( 1725 JEFFERSON DAVIS HWY, SUITE 809 ARLINGTON VA 22202)	CODE <b>HQ0006</b>	7. ADMINISTERED BY (If other than item 6) DCMC SANTA ANA 34 CMC CENTER PLAZA P.O. BOX C 12700 SANTA ANA CA 92712-2700	CODE <b>S0513A</b>

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SPARTA, INC. 23041 AVENIDA DE LA CARLOTA LAGUNA HILLS CA 92653	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. <b>HQ0006-99-C-0008</b>
	X 10B. DATED (SEE ITEM 13) <b>01-Aug-1999</b>

CODE **5S145** FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D. OTHER (Specify type of modification and authority) <b>Unilateral pursuant to FAR 52.204-2, "Security Requirements"</b>

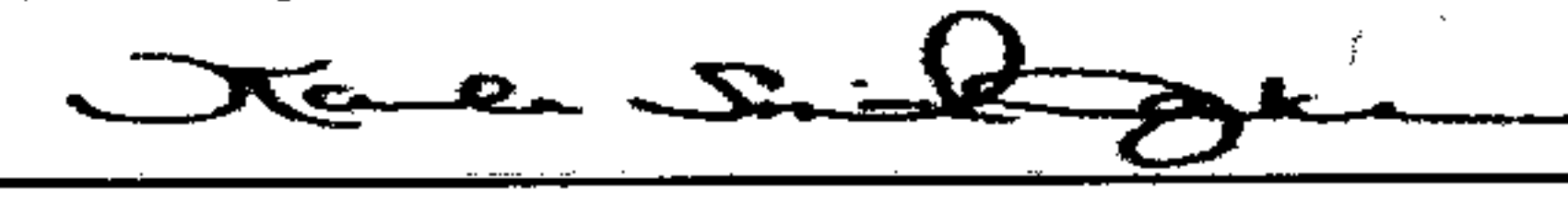
E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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

The purpose of this modification is to incorporate a revised DD 254 (DoD Contract Security Classification Specification) at no additional cost to the Government. Accordingly the contract is changed as follows:

(continued on page 2)

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) KARLA JACKSON / CONTRACTING OFFICER
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
	16C. DATE SIGNED <b>28-Sep-2000</b>

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES:


SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Attachment 3, Contract Security Classification Specification (DD Form 254) has been revised. The new DD 254, which replaces the existing DD 254, is attached..

**Changes in Section G**

**Summary for the Payment Office**

The total funded amount of the contract remains unchanged.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE OF PAGES 1
2. AMENDMENT/MODIFICATION NO. P00006		3. EFFECTIVE DATE 27-Nov-2000	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY BALLISTIC MISSILE DEFENSE ORGANIZATION ( 1725 JEFFERSON DAVIS HWY, SUITE 809 ARLINGTON VA 22202		CODE HQ0006	7. ADMINISTERED BY (If other than item 6) DCMC SANTA ANA 34 CIVIC CENTER PLAZA P.O. BOX C 12700 SANTA ANA CA 92712-2700		CODE S0513A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SPARTA, INC. 23041 AVENIDA DE LA CARLOTA LAGUNA HILLS CA 92653			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-99-C-0008		
			X 10B. DATED (SEE ITEM 13) 02-Jul-1999		
CODE 5S145		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> 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) <b>See Schedule</b>					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
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) FAR 52.232-22 "Limitation of Funds" Clause					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of \$900,000 and to revise the period of performance the said funds are estimated to support.  (See Continuation Pages)					
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) KARLA SMITH JACKSON, CONTRACTING OFFICER / CTI		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 01-Dec-2000

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

**Changes in Section G**

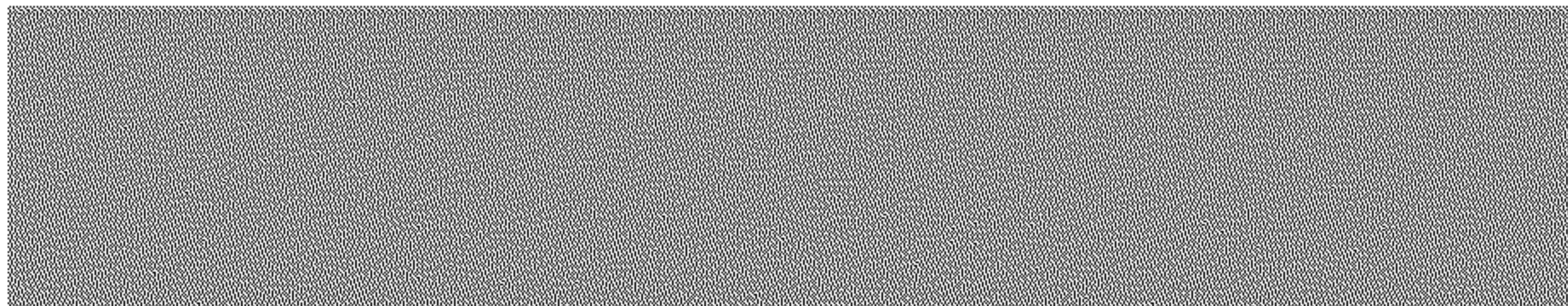
**Summary for the Payment Office**

Section G is revised to establish ACRN AC in the amount of \$791,000.00 and ACRN AD in the amount of \$109,000.00. Additionally, Section G is revised to increase the total amount of funds on the contract by \$900,000.00 from \$2,370,658.00 to \$3,270,658.00.

b. Final payment shall be made in accordance with FAR 52.216-7, "Allowable Cost and Payment." The Contractor shall establish compliance with all terms of the contract by submitting a signed copy of the Material Inspection and Receiving Report (DD Form 250) or Letter of Transmittal, as applicable.

**G-6 REMITTANCE ADDRESS**

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



**G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

CLINs may be funded by multiple accounting classifications. The Contractor shall submit vouchers as required by provision G-5. The Defense Finance and Accounting Service (DFAS) will make payments for those Accounting Classification Reporting Numbers (ACRNs) assigned to each CLIN. Payments by the paying office of both cost and fee are to be made by CLIN, from the earliest available funds by fiscal year as identified by ACRN.

**G-8 ALLOTMENT OF FUNDS**

Pursuant to FAR 52.232-22, "Limitation of Funds" the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), through the estimated funds exhaustion date is as follows:

CLIN 0001 and 0002:	\$3,270,658
Estimated funds exhaustion date:	February 28, 2001

**G-9 ACCOUNTING AND APPROPRIATION DATA**

AA:	9790400.2520 0603876C 2522 012123 BMDO0190843946	000000000000
ACRN TOTAL:	\$600,658.00 (NO CHANGE)	
AB:	9700400.2520 0603876C 2522 012123 BMDO0192886908	000000000000
ACRN TOTAL:	\$1,770,000.00 (NO CHANGE)	
AC:	9710400.2520 40603876C 2525 012123 BMDO0107132938	000000000000
AMOUNT:	\$791,000.00 (INCREASE)	
ACRN TOTAL:	\$791,000.00	
AD:	9710400.2520 40603874C 2525 012123 BMDO0107132941	000000000000
AMOUNT:	\$109,000.00 (INCREASE)	
TOTAL ACRN:	\$109,000.00	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 4 PAGES
2. AMENDMENT/MODIFICATION NO. <b>P00007</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO. <b>PR#: 14149/02941</b>	5. PROJECT NO. (If applicable)	
6. ISSUED BY Department of Defense Ballistic Missile Defense Organization 7100 Defense Pentagon Washington DC 20301-7100  ATTN: Joy Smith (703) 695-9209		7. ADMINISTERED BY (If other than Item 6) <b>DCMC Santa Ana 34 Civic Center Plaza P. O. Box C12700 Santa Ana, CA 92712-2700</b>		

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)  <b>SPARTA, Inc. 23041 Avenida De La Carlota Laguna Hills, CA 92653</b>	(4)	9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/>
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. <b>HQ0006-99-C-0008</b>
		10B. DATED (SEE ITEM 13) <b>01-Aug-1999</b>
CODE <b>5S145</b>	FACILITY CODE	

**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 Offers  is extended,  is not extended.

Offers 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 one (1) copy 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 DATA 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 data 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.**

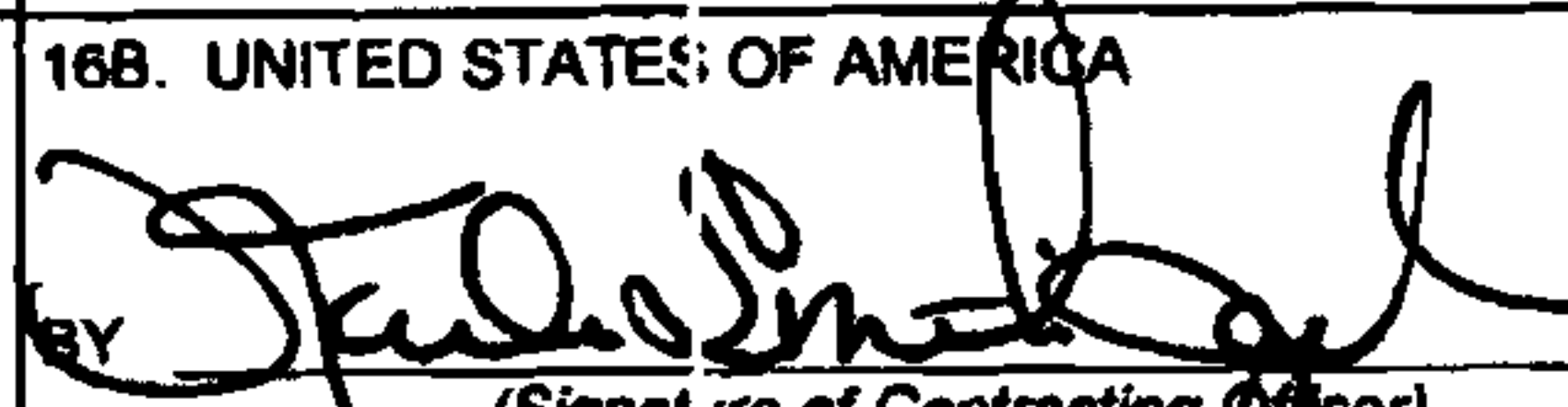
(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. <input type="checkbox"/>
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). <input type="checkbox"/>
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <input type="checkbox"/>
	D. OTHER Specify type of modification and authority) <input checked="" type="checkbox"/> FAR 52.232-22 "Limitation of Funds"

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

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

The purpose of this modification is to provide incremental funding in the amount of \$90,000 and to revise the period of performance the said funds are estimated to support.

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) <b>KARLA SMITH JACKSON, Contracting Officer</b>		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED <b>MAR 19 1999</b>



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P00007

Page 2 of 5

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

**Changes in Section G**

**Summary for the Payment Office**

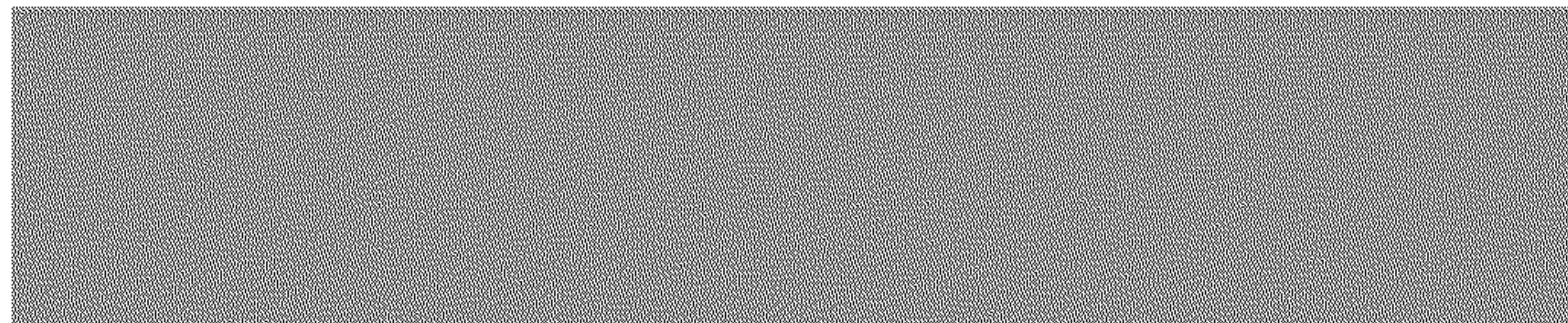
Section G is revised to increase funding on ACRN AD in the amount of \$62,000 and to establish new ACRN AE in the amount of \$28,000. Additionally Section G is revised to increase the total amount of funds obligated to ACRN AD from \$109,000 by \$62,000 to \$171,000. The total amount of funds obligated on the contract is increased from \$3,270,658 by \$90,000 to \$3,360,658.

The funds exhaust date is revised from February 28, 2001 to April 30, 2001.

b. Final payment shall be made in accordance with FAR 52.216-7, "Allowable Cost and Payment". The Contractor shall establish compliance with all terms of the contract by submitting a signed copy of the Material Inspection and Receiving Report (DD Form 250) or Letter of Transmittal, if applicable.

**G-6 REMITTANCE ADDRESS**

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



**G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

CLINs may be funded by multiple accounting classifications. The contractor shall submit vouchers as required in provision G-5. The Defense Finance and Accounting Service (DFAS) will make payments for those Accounting Classification Reporting Numbers (ACRNs) assigned to each CLIN. Payments by the paying office of both cost and fee are to be made by CLIN, from the earliest available funds by fiscal year as identified by ACRN.

**G-8 ALLOTMENT OF FUNDS**

Pursuant to FAR 52.232-22, "Limitation of Funds", the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), through the estimated funds exhaustion date is as follows:

CLIN 0001 and 0002:                      \$3,360,658  
Estimated Funds Exhaustion Date:    April 30, 2001

**G-9 ACCOUNTING AND APPROPRIATION DATA**

AA:	9790400.2520 0603876C 2522 012123 BMDO0190843946
ACRN TOTAL:	\$600,000.00 (NO CHANGE) <i>600,658</i>
AB:	9700400.2520 0603876C 2522 012123 BMDO0192886908
ACRN TOTAL:	\$1,770,000.00 (NO CHANGE)
AC:	9710400.2520 40603876C 2525 012123 BMDO0107132938
ACRN TOTAL:	\$791,000.00 (NO CHANGE)

AD: 9710400.2520 40603874C 2525 012123 BMDO0107132941  
AMOUNT: \$62,000.00 (INCREASE)  
ACRN TOTAL: \$171,000.00

| 22

AE: 9710400.2520 40603873C 2525 012123 BMDO0114644149  
AMOUNT: \$28,000.00 (INCREASE)  
ACRN TOTAL: \$28,000.00

| 22

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 7	
2. AMENDMENT/MODIFICATION NO. <b>P00008</b>	3. EFFECTIVE DATE <b>March 30, 2001</b>	4. REQUISITION/PURCHASE REQ. NO. <b>PR# 14490</b>	5. PROJECT NO. (if applicable)		
6. ISSUED BY Department of Defense Ballistic Missile Defense Organization 7100 Defense Pentagon Washington DC 20301-7100  ATTN: Joy Smith (703) 695-9209		7. ADMINISTERED BY (if other than item 6) <b>DCMC Santa Ana 34 Civic Center Plaza P. O. Box C12700 Santa Ana, CA 92712-2700</b>	8. PROJECT NO. (if applicable) <b>S0513A</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)  <b>SPARTA, Inc. 23041 Avenida De La Carlota Laguna Hills, CA 92653</b>			(4) <input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. <b>HQ0006-99-C-0008</b>	
				10B. DATED (SEE ITEM 12) <b>01-Aug-1999</b>	
CODE <b>56146</b>	FACILITY CODE				

**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 Offers  is extended,  is not extended. Offers 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 one (1) copy 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 DATA 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.**

(4) <input type="checkbox"/>	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.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) <b>Bilateral pursuant to FAR 52.243-2 Alt 1 "Changes - Cost Reimbursement" and mutual agreement of both parties</b>

**E. IMPORTANT: Contractor**  is not,  is required to sign this document and return 3 copies to the issuing office.

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

The purpose of this modification is to increase the estimate cost of CLIN 0001 by \$84,200 for the procurement and utility of the Satellite Tool Kit and provide incremental funding in the amount of \$84,200. Accordingly, the contract is changed as follows:

(Continued on Page 2)

Except as provided herein, all terms and conditions of the document referenced in item 6A or 10A, as hereinafter changed, remains unchanged and in full force and effect.

16A. NAME AND TITLE OF SIGNER (Type or print) <b>William A. Hubbard</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>KARLA SMITH JACKSON, Contracting Officer</b>
16B. CONTRACTOR'S SIGNATURE <b>SPARTA, Inc.</b> <i>(Signature of person authorized to sign)</i>	16B. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>
15C. DATE SIGNED <b>4/19/01</b>	16C. DATE SIGNED <b>MAY - 8 2001</b>

HQ0006-99-C-0008  
P00008  
Page 2 of 7

**SECTION SF 30 BLOCK 14 CONTINUATION PAGE**

**SUMMARY OF CHANGES**

**Changes in Section B**

**Section B, B-1 LINE ITEM DESCRIPTION**, is revised to increase CLIN 0001 Estimated Cost line. The estimated cost line is increased from \$3,549,043 by \$84,200 to \$3,633,243. The estimated cost line is being increased to cover the procurement of a Satellite Tool Kit for the Threat Systems Engineering Applications.

**Section B, B-2, ESTIMATED COST AND FIXED FEE**, is revised to reflect the increase of \$84,200. The contract estimated cost is increased from \$8,919,366 by \$84,200 to \$9,003,566. The total contract fixed fee amount of \$684,528 remains unchanged. The contract total estimated cost plus fixed fee is increased from \$9,603,894 by \$84,200 to \$9,688,094.

**Changes in Section G**

**Summary for the Payment Office**

Section G is revised to establish new ACRN AF in the amount of \$84,200. The total amount of funding obligated to the contract is increased from \$3,360,658 by \$84,200 to \$3,444,858.

Except as provided herein, all other terms and conditions of this contract remain unchanged.

**PART I – THE SCHEDULE**

**SECTION B – SUPPLIES OR SERVICES AND PRICES**

**B-1 LINE ITEM DESCRIPTION**

In accordance with this contract, the contractor shall furnish all materials, labor, equipment and facilities, except as specified herein to be furnished by the Government, and shall do all that which is necessary or incidental to the satisfactory and timely performance of the following:

a. **BASE PERIOD**

<b>ITEM NO.</b>	<b>SUPPLIES/SERIVCES</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>AMOUNT</b>
0001	Technical Support	1	Lot	

Technical support in accordance with the Statement of Work (SOW)  
(Attachement 1)

<b>ESTIMATED COST:</b>	<b>\$3,633,243</b>
<b>FIXED FEE:</b>	<b>\$ 272,335</b>
<b>TOTAL EST CPFF:</b>	<b>\$3,905,578</b>

0002	Data Reports	1	Lot	NSP
------	--------------	---	-----	-----

Data and reports for CLIN 0001 in accordance with the Contract Data Requirements Lists, DD Form 1423-1 (Exhibit A).



d. OPTION 3

The Government may exercise the option for the effort set forth below by the Contracting Officer's issuance of a modification exercising such right in accordance with Special Clause H-10.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	AMOUNT
0301	Technical Support	1	Lot	

Technical support in accordance with the SOW (Attachment 1)

ESTIMATED COST:	\$1,816,344
FIXED FEE:	<u>\$ 139,416</u>
TOTAL EST CPF:	\$1,955,760

0302	Data Reports	1	Lot	NSP
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Data and reports for CLIN 0301 in accordance with the Contract Data Requirements List, DD Form 1423-1 (Exhibit A).

**B-2 ESTIMATED COST AND FIXED FEE**

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

Estimated Cost:	\$9,003,566
Fixed Fee:	<u>\$ 684,528</u>
Estimated CPF:	\$9,688,094

**B-3 CONTRACT TYPE**

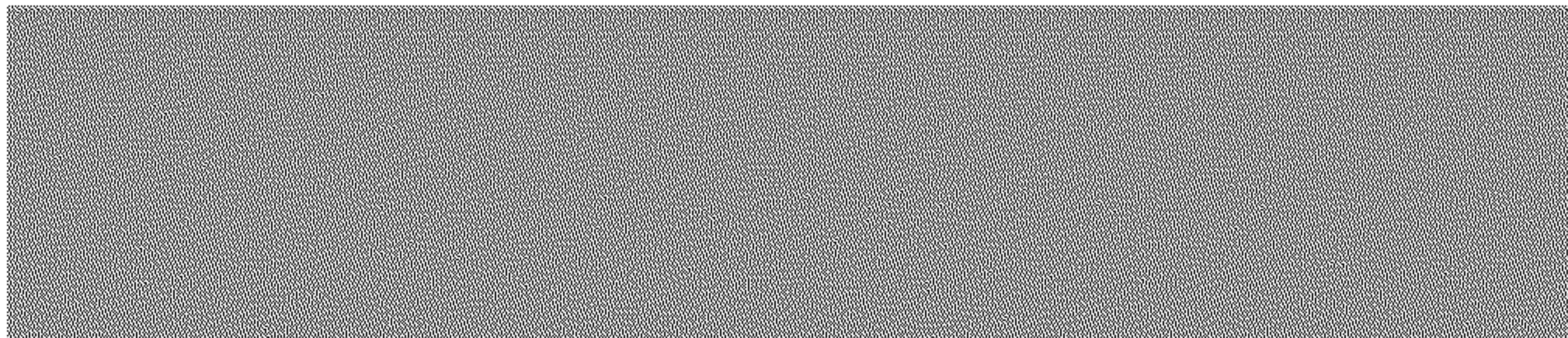
This is a Cost-Plus Fixed Fee completion contract with a two year base period and three (3) one-year options as specified in paragraph B-1.

**B-4 PAYMENT OF FIXED FEE**

Deleted per P00004

**G-6 REMITTANCE ADDRESS**

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



**G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

CLINs may be funded by multiple accounting classifications. The contractor shall submit vouchers as required in provision G-5. The Defense Finance and Accounting Service (DFAS) will make payments for those Accounting Classification Reporting Numbers (ACRNs) assigned to each CLIN. Payments by the paying office of both cost and fee are to be made by CLIN, from the earliest available funds by fiscal year as identified by ACRN.

**G-8 ALLOTMENT OF FUNDS**

Pursuant to FAR 52.232-22, "Limitation of Funds", the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), through the estimated funds exhaustion date is as follows:

CLIN 0001 and 0002:                   \$3,444,858  
Estimated Funds Exhaustion Date:   April 30, 2001

**G-9 ACCOUNTING AND APPROPRIATION DATA**

AA:                                   9790400.2520 0603876C 2522 012123 BMDO0190843946  
ACRN TOTAL:                   \$600,000.00 (NO CHANGE) *600,058*

AB:                                   9700400.2520 0603876C 2522 012123 BMDO0192886908  
ACRN TOTAL:                   \$1,770,000.00 (NO CHANGE)

AC:                                   9710400.2520 40603876C 2525 012123 BMDO0107132938  
ACRN TOTAL:                   \$791,000.00 (NO CHANGE)

AD: 9710400.2520 40603874C 2525 012123 BMDO0107132941  
ACRN TOTAL: \$171,000.00 (NO CHANGE)

AE: 9710400.2520 40603873C 2525 012123 BMDO0114644149  
ACRN TOTAL: \$28,000.00 (NO CHANGE)

AF: 9710400.2520 40603876C 2525 012123 BMDO0114894490  
AMOUNT: \$84,200.00 (INCREASE)  
ACRN TOTAL: \$84,200.00

22

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 4 PAGES
2. AMENDMENT/MODIFICATION NO. <b>P00009</b>	3. EFFECTIVE DATE <b>March 30, 2001</b>	4. REQUISITION/PURCHASE REQ. NO. <b>PR# 14490</b>		5. PROJECT NO. (If applicable)
6. ISSUED BY Department of Defense Ballistic Missile Defense Organization 7100 Defense Pentagon Washington DC 20301-7100  ATTN: Joy Smith (703) 695-9209		7. ADMINISTERED BY (If other than Item 6) <b>DCMC Santa Ana 34 Civic Center Plaza P. O. Box C12700 Santa Ana, CA 92712-2700</b>		

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)  <b>SPARTA, Inc. 23041 Avenida De La Carlota Laguna Hills, CA 92653</b>	(4) <input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>HQ0006-99-C-0008</b>
	<input type="checkbox"/>	10B. DATED (SEE ITEM 13) <b>01-Aug-1999</b>

CODE <b>5S145</b>	FACILITY CODE
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**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 Offers  is extended,  is not extended.

Offers 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 one (1) copy 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 DATA 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 data 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.**

(4) <input type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER Specify type of modification and authority) <b>Unilateral pursuant to FAR 52.232-22 "Limitation of Funds" Clause</b>

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.


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

The purpose of this modification is to provide incremental funding in the amount of \$460,720 to fully fund the base period and to revise the period of performance the said funds are estimated to support.

Accordingly, the contract is changed as follows:

(Continued on Page 2)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore change, 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) <b>KARLA SMITH JACKSON, Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY  <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED <b>MAY 22 2001</b>

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P00009  
Page 2 of 5

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

**Changes in Section G**

**Summary for the Payment Office**

Section G is revised to increase funding on ACRN AC in the amount of \$460,720. Additionally Section G is revised to increase the total amount of funds obligated to ACRN AC from \$791,000 by \$460,720 to \$1,251,720. The total amount of funds obligated on the contract is increased from \$3,444,858 by \$460,720 to \$3,905,578.

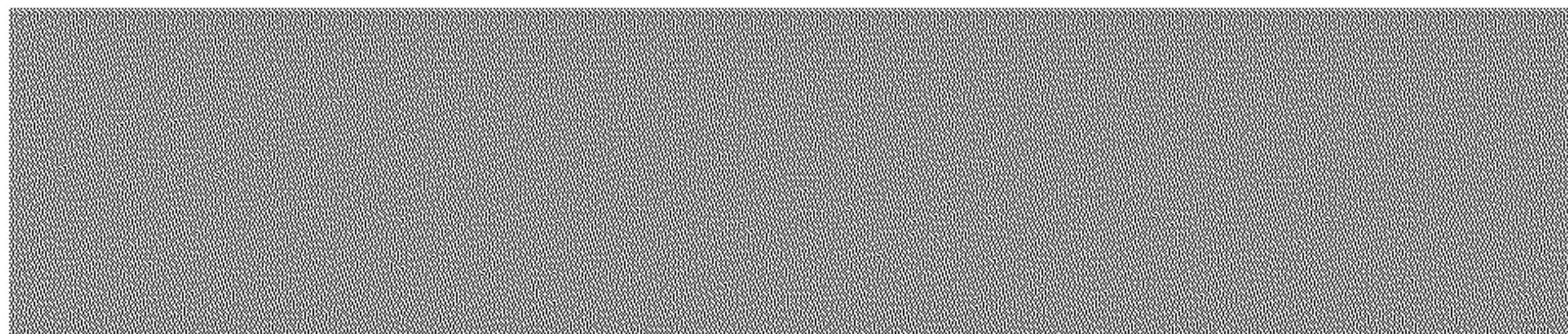
The funds exhaust date is revised from April 30, 2001 to July 31, 2001.

Except as provided herein all other terms and conditions of this contract remain unchanged.

b. Final payment shall be made in accordance with FAR 52.216-7, "Allowable Cost and Payment". The Contractor shall establish compliance with all terms of the contract by submitting a signed copy of the Material Inspection and Receiving Report (DD Form 250) or Letter of Transmittal, if applicable.

**G-6 REMITTANCE ADDRESS**

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



**G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

CLINs may be funded by multiple accounting classifications. The contractor shall submit vouchers as required in provision G-5. The Defense Finance and Accounting Service (DFAS) will make payments for those Accounting Classification Reporting Numbers (ACRNs) assigned to each CLIN. Payments by the paying office of both cost and fee are to be made by CLIN, from the earliest available funds by fiscal year as identified by ACRN.

**G-8 ALLOTMENT OF FUNDS**

Pursuant to FAR 52.232-22, "Limitation of Funds", the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), through the estimated funds exhaustion date is as follows:

CLIN 0001 and 0002: \$3,905,578  
Estimated Funds Exhaustion Date: July 31, 2001

**G-9 ACCOUNTING AND APPROPRIATION DATA**

AA: 9790400.2520 0603876C 2522 012123 BMDO0190843946  
ACRN TOTAL: \$600,000.00 (NO CHANGE) 600,000.00  
  
AB: 9700400.2520 0603876C 2522 012123 BMDO0192886908  
ACRN TOTAL: \$1,770,000.00 (NO CHANGE)  
  
AC: 9710400.2520 40603876C 2525 012123 BMDO0107132938  
AMOUNT: \$ 460,720.00 (INCREASE)  
ACRN TOTAL: \$1,251,720.00

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P00009

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AD: 9710400.2520 40603874C 2525 012123 BMDO0107132941  
ACRN TOTAL: \$171,000.00 (NO CHANGE)

AE: 9710400.2520 40603873C 2525 012123 BMDO0114644149  
ACRN TOTAL: \$28,000.00 (NO CHANGE)

11

8-200

3826720



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
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2. AMENDMENT/MODIFICATION NO. <b>P00010</b>	3. EFFECTIVE DATE <b>August 1, 2001</b>	4. REQUISITION/PURCHASE REQ. NO. <b>PR# 02938/A1</b>	5. PROJECT NO. (If applicable)
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6. ISSUED BY Department of Defense Ballistic Missile Defense Organization 7100 Defense Pentagon Washington DC 20301-7100  ATTN: Linda N. Poole (703) 695-9093	7. ADMINISTERED BY (If other than Item 6) DCMC Santa Ana 34 Civic Center Plaza P. O. Box C12700 Santa Ana, CA 92712-2700
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8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)  SPARTA, Inc. 23041 Avenida De La Carlota Laguna Hills, CA 92653	(4)	9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. <b>HQ0006-99-C-0008</b>
		10B. DATED (SEE ITEM 13) <b>01-Aug-1999</b>

CODE 5S145	FACILITY CODE
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**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 Offers  is extended,  is not extended. Offers 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 one (1) copy 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 DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**\$579,720 Increase**

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

(4)	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.
<input type="checkbox"/>	
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER Specify type of modification and authority <b>Unilateral pursuant to FAR 52.232-22 "Limitation of Funds" Clause</b>

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to Exercise Option 1 and provide incremental funding in the amount of \$579,280 in support of CLINs 0101 and 0102 on contract HQ0006-99-C-0008. Accordingly, the contract is changed as follows:  
(Continued on Page 2)

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		<b>KARLA SMITH JACKSON, Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		 BY _____ (Signature of Contracting Officer)	<b>JUL 30 2001</b>

**PART I - THE SCHEDULE**

**SECTION B - SUPPLIES OF SERVICES AND PRICE/COSTS**

**B-1 LINE ITEM DESCRIPTION**

The total estimated contract price is increased as follows:

From	By	To
\$3,905,578	\$1,900,830	\$5,806,408

b. OPTION 1

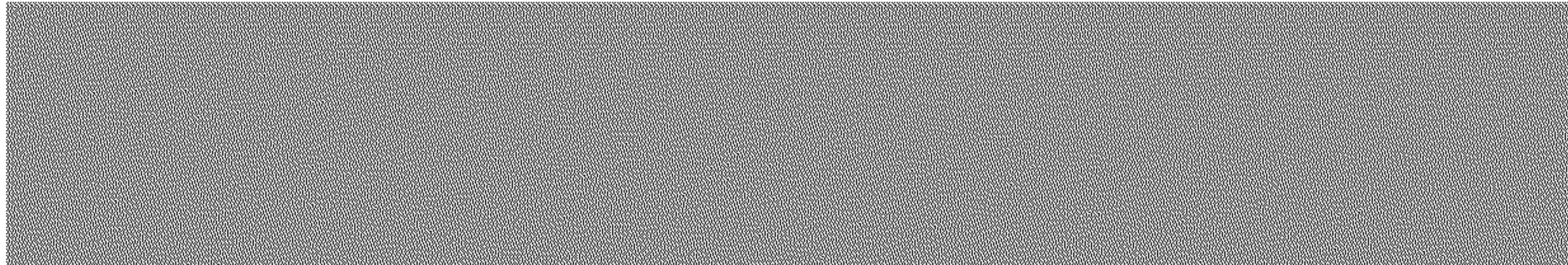
The Government may exercise the option for the effort set forth below by the Contracting Officer's issuance of a modification exercising such right in accordance with Special Clause H-10.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	AMOUNT
0101	Technical Support  Technical support in accordance with the SOW (ATTACHMENT 1).	1	LOT	
				ESTIMATED COST \$1,765,340
				FIXED FEE \$ 135,490
				TOTAL EST COST PLUS FEE \$1,900,830

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	AMOUNT
0102	Data Reports  Data and reports for CLIN 0102 in accordance with the Contract Data Requirements Lists, DD Form 1423-1 (EXHIBIT A).	1	LOT	NSP

**G-6 REMITTANCE ADDRESS**

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



**G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

CLINs may be funded by multiple accounting classifications. The contractor shall submit vouchers as required in provision G-5. The Defense Finance and Accounting Service (DFAS) will make payments for those Accounting Classification Reporting Numbers (ACRNs) assigned to each CLIN. Payments by the paying office of both cost and fee are to be made by CLIN, from the earliest available funds by fiscal year as identified by ACRN.

**G-8 ALLOTMENT OF FUNDS**

Pursuant to FAR 52.232-22, "Limitation of Funds", the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), through the estimated funds exhaustion date is as follows:

CLINs 0001, 0002, 0101, and 0102: \$4,023,138 *4,484,258*  
Estimated Funds Exhaustion Date: December 31, 2001

**G-9 ACCOUNTING AND APPROPRIATION DATA**

AA: 9790400.2520 0603876C 2522 012123 BMDO0190843946  
ACRN TOTAL: \$600,000.00 (NO CHANGE)

AB: 9700400.2520 0603876C 2522 012123 BMDO0192886908  
ACRN TOTAL: \$1,770,000.00 (NO CHANGE)

AC: 9710400.2520 40603876C 2525 012123 BMDO0107132938  
AMOUNT: \$579,280.00 (INCREASE)  
ACRN TOTAL: \$1,831,000.00

HQ0006-99-C-0008  
P00010  
Page 12A

AD: 9710400.2520 40603874C 2525 012123 BMDO0107132941  
ACRN TOTAL: \$171,000.00 (NO CHANGE)

AE: 9710400.2520 40603873C 2525 012123 BMDO0114644149  
ACRN TOTAL: \$28,000.00 (NO CHANGE)

1/1 5' 50

OMB NUMBER 2700-0043

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT NUMBER	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. <b>P00011</b>	3. EFFECTIVE DATE <b>See Block 16C.</b>	4. REQUEST FOR QUOTE/RFQ NO. <b>PR# 02938</b>	5. PROJECT NO. (if applicable)
6. ISSUED BY Department of Defense Ballistic Missile Defense Organization 7100 Defense Pentagon Washington DC 20301-7100  ATTN: Joy Smith (703) 695-9209	CODE	7. ADDRESS (SICU) BY (if other than item 6)	CODE <b>90513A</b>
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)  <b>SPARTA, Inc. 23041 Avenida De La Carlina Laguna Hills, CA 92653</b>		9. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> IN DATE (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. <b>HQ0006-89-C-0008</b> 10B. DATED (SEE ITEM 10) <b>01-Aug-1999</b>	
CODE <b>59105</b>	FACILITY CODE		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The offer and date specified for receipt of offers  is extended,  is not extended.

Offers 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 10, and returning one (1) copy of the amendment;
- (b) By acknowledging receipt of this amendment on each copy of it as letter 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 meaning)**

**See Schedule**

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

(1)	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.	<input type="checkbox"/>
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ALTERNATIVE CHANGES (such as change in funding rates, appropriation data, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.100(b).	<input type="checkbox"/>
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	<input type="checkbox"/>
	D. OTHER (Specify type of modification and authority) <b>Unilateral pursuant to FAR 52.232-22 "Limitation of Funds" Clause and the mutual agreement of parties</b>	<input checked="" type="checkbox"/>

**E. IMPORTANT: Contractor**  is not,  is required to sign this document and return 2 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Completed by UCF action headings, including subcontractor/contract subject matter where feasible.)**

The purpose of this modification is to provide incremental funding in the amount of \$400,000 and to revise the period of performance the said funds are estimated to support.

Accordingly, the contract is changed as follows:

(Continued on Page 2)

Except as provided herein, all terms and conditions of the document referenced in item 14 or 15A, as hereinafter changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNED (Type or print) <b>William A. Hubbard Senior Administrator</b>	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>KARLA SMITH JACKSON, Contracting Officer</b>
15B. CONTRACTING OFFICER <b>SPARTA, Inc.</b> <i>(Signature)</i>	15C. DATE SIGNED <b>8/28/01</b>
15C. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	15C. DATE SIGNED <b>AUG 30 2001</b>

HQ0006-99-C-0008

P00011

Page 2 of 5

**SECTION SF 30 BLOCK 14 CONTINUATION PAGE**

**SUMMARY OF CHANGES**

## Changes in Section G

### Summary for the Payment Office

Section G is revised to increase funding on ACRN AC in the amount of \$400,000. Section G is revised to increase the total amount of funds obligated to ACRN AC from \$1,831,000 by \$400,000 to \$2,231,000. The total amount of funds obligated on the contract is increased from \$4,484,858 by \$400,000 to \$4,884,858. Additionally, Section G is revised to correct a typographical error made to ACRN AA. ACRN AA ACRN Total is revised from \$600,000 to \$600,658. This error was made on modification P00006 and carried forward in subsequent modifications. Also, this modification adds ACRN AF in the amount of \$84,200 which was obligated on modification P00008 but was inadvertently left out of modifications P00009 and P00010. The aforementioned typographical mistakes resulted in the miscalculation of the total funding allotted to this contract in modification P00010. The correct amount of funding allotted to this contract is \$4,884,858.

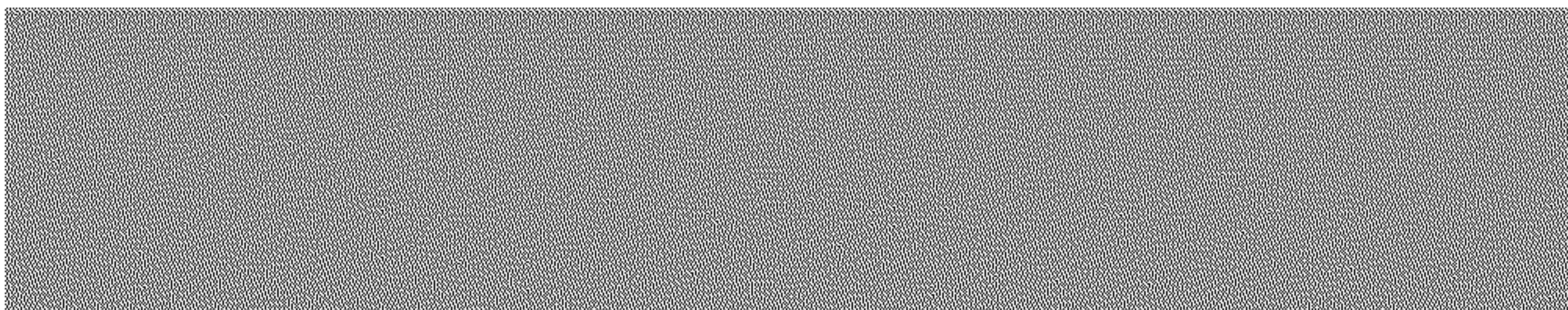
The funds exhaust date is revised from December 31, 2001 to February 8, 2002.

Except as provided herein all other terms and conditions of this contract remain unchanged.

b. Final payment shall be made in accordance with FAR 52.216-7, "Allowable Cost and Payment". The Contractor shall establish compliance with all terms of the contract by submitting a signed copy of the Material Inspection and Receiving Report (DD Form 250) or Letter of Transmittal, if applicable.

**G-6 REMITTANCE ADDRESS**

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



**G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

CLINs may be funded by multiple accounting classifications. The contractor shall submit vouchers as required in provision G-5. The Defense Finance and Accounting Service (DFAS) will make payments for those Accounting Classification Reporting Numbers (ACRNs) assigned to each CLIN. Payments by the paying office of both cost and fee are to be made by CLIN, from the earliest available funds by fiscal year as identified by ACRN.

**G-8 ALLOTMENT OF FUNDS**

Pursuant to FAR 52.232-22, "Limitation of Funds", the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), through the estimated funds exhaustion date is as follows:

CLIN 0001, 0002, 0101 and 0102: \$4,884,858  
Estimated Funds Exhaustion Date: February 8, 2002

**G-9 ACCOUNTING AND APPROPRIATION DATA**

AA:	9790400.2520 0603876C 2522 012123 BMDO0190843946
ACRN TOTAL:	\$600,658.00 (NO CHANGE)
AB:	9700400.2520 0603876C 2522 012123 BMDO0192886908
ACRN TOTAL:	\$1,770,000.00 (NO CHANGE)
AC:	9710400.2520 40603876C 2525 012123 BMDO0107132938
AMOUNT:	\$ 400,000.00 (INCREASE)
ACRN TOTAL:	\$2,231,000.00



AD: 9710400.2520 40603874C 2525 012123 BMDO0107132941  
ACRN TOTAL: \$171,000.00 (NO CHANGE)

AE: 9710400.2520 40603873C 2525 012123 BMDO0114644149  
ACRN TOTAL: \$28,000.00 (NO CHANGE)

AF: 9710400.2520 40603876C 2525 012123 BMDO0114894490  
ACRN TOTAL: \$84,200.00 (NO CHANGE)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00012		3. EFFECTIVE DATE See Item 16C	4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)
6. ISSUED BY Department of Defense Missile Defense Agency 7100 Defense Pentagon, MDA/CTI Washington, DC 20301-7100  ATTN: Mr. Robert E. Ashley, Jr. (703) 695-9101		CODE HQ0006	7. ADMINISTERED BY (If other than Item 6) DCMC Santa Ana 34 Civic Center Plaza P.O. Box C12700 Manassas, VA 20109-2342		CODE S2404A
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) SPARTA INC 23041 Avenida De La Carlota Suite 325 Laguna Hills, CA 92653-1545			4) <input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. HQ0006-99-C-0008	
				10B. DATED (SEE ITEM 13) 01AUG99	
CODE	FACILITY CODE				

**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 Offers  is extended,  is not extended.

Offers 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 one (1) copy 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 DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**See Section G**


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

(4)	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.	<input type="checkbox"/>
	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).	<input type="checkbox"/>
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	<input type="checkbox"/>
	D. OTHER (Specify type of modification and authority) Unilateral pursuant to FAR 52.232-22, "Limitation of Funds"	<input checked="" type="checkbox"/>
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return ___ copies to the issuing office.		

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

The purpose of this modification is to provide incremental funding to the contract. Please see page #2.

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) ROBERT E. ASHLEY, JR Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED MAR 28 1999
(Signature of person authorized to sign)			

## SUMMARY OF CHANGES

### Changes in Section G

#### Summary for the Payment Office

As a result of this modification, the total funded amount of the contract is increased by \$921,550 from \$4,884,858 to \$5,806,408.

This fully funds Option one.

AG: 9720400.2520 40603880C 2525 012123 BMDO 012 457 8320  
is increased by \$921,550.00 from \$0.00 to \$921,550.00  
ACRN AG is added to the contract.

Change pages 12 and 12A are hereby incorporated into the contract.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE <b>U</b>	PAGE <b>1</b>	OF <b>2</b>	PAGES
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2. AMENDMENT/MODIFICATION NO. <b>P00013</b>	3. EFFECTIVE DATE <b>See Item 16C</b>	4. REQUISITION/PURCHASE REQ. NO. <b>N/A</b>	5. PROJECT NO. (If applicable)
--	--	--	--------------------------------

6. ISSUED BY Department of Defense Missile Defense Agency 7100 Defense Pentagon, MDA/CTI Washington, DC 20301-7100  ATTN: Mr. Robert E. Ashley, Jr.	CODE <b>HQ0006</b>	7. ADMINISTERED BY (If other than Item 6) DCMC Santa Ana 34 Civic Center Plaza P.O. Box C12700 Manassas, VA 20109-2342	CODE <b>S2404A</b>
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8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) <b>SPARTA INC</b> <b>23041 Avenida De La Carlota</b> <b>Suite 325</b> <b>Laguna Hills, CA 92653-1545</b>	(4) <input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>HQ0006-99-C-0008</b>
		10B. DATED (SEE ITEM 13) <b>01AUG99</b>

**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 Offers  is extended,  is not extended.

Offers 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 one (1) copy 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 DATA 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 data specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**  
**See Section G**

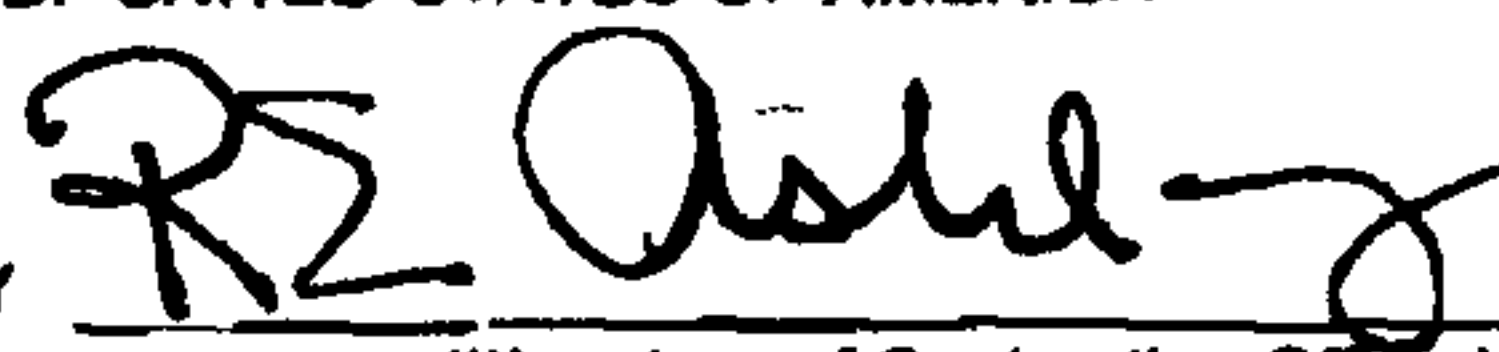
**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	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. <input type="checkbox"/>
	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). <input type="checkbox"/>
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <input type="checkbox"/>
	D. OTHER (Specify type of modification and authority) <input checked="" type="checkbox"/> <b>Unilateral pursuant to FAR 52.232-22, "Limitation of Funds"</b>

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to Exercise Option 2 and provide incremental funding in support of CLINs 0201 and 0202 on contract HQ0006-99-C-0008. Please see page #2.

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) <b>ROBERT E. ASHLEY, JR</b> <b>Contracting Officer</b>
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED <b>JUL 16 2002</b>
(Signature of person authorized to sign)	BY  (Signature of Contracting Officer)

**SUMMARY OF CHANGES****Changes in Section B**

Option 2 of this contract has been exercised, as a result the total estimated contract price is increased as follows:

From	By	To
\$5,806,408	\$1,925,927	\$7,732,335

**Changes in Section G****Summary for the Payment Office**

As a result of this modification, the total funded amount of the contract is increased by \$135,500 from \$5,806,408 to \$5,941,908.

AG: 9720400.2520 40603880C 2525 012123 BMDO 012 457 8320  
is increased by \$135,500.00 from \$921,550.00 to \$1,057,050

Change pages 4, 12 and 12A are hereby incorporated into the contract.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>U</b>	PAGE OF PAGES <b>1 2</b>
2. AMENDMENT/MODIFICATION NO. <b>P00014</b>		3. EFFECTIVE DATE <b>See Item 16C</b>	4. REQUISITION/PURCHASE REQ. NO. <b>N/A</b>		5. PROJECT NO. (If applicable)
6. ISSUED BY Department of Defense Missile Defense Agency 7100 Defense Pentagon, MDA/CTI Washington, DC 20301-7100  ATTN: Mr. Robert E. Ashley, Jr. (703) 695-9101		CODE <b>HQ0006</b>	7. ADMINISTERED BY (If other than Item 6) DCMC Santa Ana 34 Civic Center Plaza P.O. Box C12700 Manassas, VA 20109-2342		CODE <b>S2404A</b>
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) <b>SPARTA INC 23041 Avenida De La Carlota Suite 325 Laguna Hills, CA 92653-1545</b>			(-) <input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
			<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>HQ0006-99-C-0008</b>	
				10B. DATED (SEE ITEM 13) <b>01AUG99</b>	
CODE	FACILITY CODE				

**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 Offers  is extended,  is not extended.

Offers 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 one (1) copy of the amendment;
- (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
- (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 DATA 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 data specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**See Section G**

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

(4)	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.
<input type="checkbox"/>	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).	
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	
<input checked="" type="checkbox"/>	D. OTHER Specify type of modification and authority)	<b>Unilateral pursuant to FAR 52.232-22, "Limitation of Funds"</b>

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

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

The purpose of this modification is to provide incremental funding in support of CLINs 0201 and 0202 on contract HQ0006-99-C-0008. Please see page #2.

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)	
		<b>ROBERT E. ASHLEY, JR Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		 BY _____ (Signature of Contracting Officer)	<b>8/26/02</b>

**SUMMARY OF CHANGES**

**Changes in Section G**

**Summary for the Payment Office**

As a result of this modification, the total funded amount of the contract is increased by \$714,500 from \$5,941,908 to \$6,656,408.

AG: 9720400.2520 40603880C 2525 012123 BMDO 012 457 8320  
is increased by \$134,500 from \$1,057,050 to \$1,191,550.

AH: 9720400.2520 40603880C 2525 012123 BMDO 012 617 0527  
is increased by \$580,000 from \$0 to \$580,000.

Change pages 12 and 12A are hereby incorporated into the contract.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00015	3. EFFECTIVE DATE 1 August 2002	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY Department of Defense Missile Defense Agency 7100 Defense Pentagon, MDA/CTI Washington, DC 20301-7100  ATTN: Mr. Robert E. Ashley, Jr. (703) 695-9101	CODE HQ0006	7. ADMINISTERED BY (If other than Item 6) DCMC Santa Ana 34 Civic Center Plaza P.O. Box C12700 Manassas, VA 20109-2342	CODE S2404A	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) SPARTA INC 23041 Avenida De La Carlota Suite 325 Laguna Hills, CA 92653-1545		(4) <input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
CODE		9B. DATED (SEE ITEM 11)		
FACILITY CODE		X	10A. MODIFICATION OF CONTRACT/ORDER NO. HQ0006-99-C-0008	
			10B. DATED (SEE ITEM 13) 01AUG99	

**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 Offers  is extended,  is not extended.

Offers 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 one (1) copy 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 DATA 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 data specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**See Section G**

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

(4) 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:

D. OTHER Specify type of modification and authority)

Unilateral pursuant to FAR 52.232-22. "Limitation of Funds"

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

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

The purpose of this modification is to provide incremental funding in support of CLINs 0201 and 0202 on contract HQ0006-99-C-0008. Please see page #2. This modification also corrects the effective date of P00013, which should read 1 August 2002.

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) ROBERT E. ASHLEY, JR Contracting Officer	
15B. CONTRACTOR/OFFEROR   (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 10/28/02



## **SUMMARY OF CHANGES**

### **Changes in Section G**

#### **Summary for the Payment Office**

This modification also corrects an administrative error to the effective date of P00013, which should read 1 Aug 2002.

As a result of this modification, the total funded amount of the contract is increased by \$133,608 from \$6,656,408 to \$6,790,016.

AJ: 9720400.2520 40603880C 2525 012123 BMDC 0126701086  
is increased by \$83,608 from \$0 to \$83,608.

AK: 9720400.2520 40603880C 2522 01213 BMDO 0126410820  
is increased by \$50,000 from \$0 to \$50,000.

The funding exhaust date is revised from December 31, 2002 to March 1, 2003.

Change pages 12 and 12A are hereby incorporated into the contract.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE <b>U</b>	PAGE OF PAGES <b>1 2</b>
---	--	---------------------------------	-----------------------------

2. AMENDMENT/MODIFICATION NO. <b>P00016</b>	3. EFFECTIVE DATE <b>21 February 2003</b>	4. REQUISITION/PURCHASE REQ. NO. <b>32933</b>	5. PROJECT NO. (If applicable)
--	--	--	--------------------------------

6. ISSUED BY Department of Defense Missile Defense Agency 7100 Defense Pentagon, MDA/CTI Washington, DC 20301-7100  ATTN: Mr. Robert E. Ashley, Jr. (703) 695-9101	CODE <b>HQ0006</b>	7. ADMINISTERED BY (If other than Item 6) DCMC Santa Ana 34 Civic Center Plaza P.O. Box C12700 Manassas, VA 20109-2342	CODE <b>S2404A</b>
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8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) <b>SPARTA INC 23041 Avenida De La Carlota Suite 325 Laguna Hills, CA 92653-1545</b>	(1)	9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>HQ0006-99-C-0008</b>
		10B. DATED (SEE ITEM 13) <b>01AUG99</b>

CODE	FACILITY CODE
------	---------------

**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 Offers  is extended,  is not extended. Offers 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 one (1) copy 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 HCUR AND DATA 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 data specified.

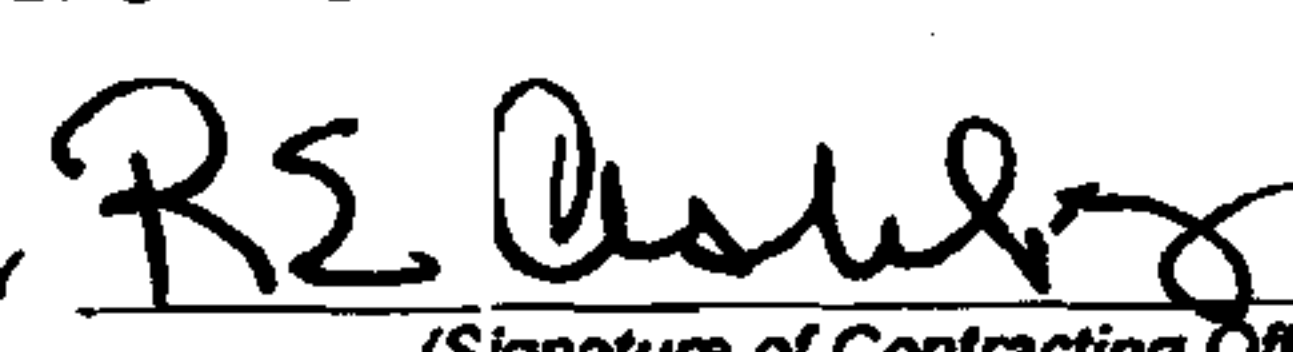
12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Section G**

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

(4)	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. <input type="checkbox"/>
	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). <input type="checkbox"/>
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <input type="checkbox"/>
	D. OTHER (Specify type of modification and authority) <input checked="" type="checkbox"/> <b>Unilateral pursuant to FAR 52.232-22, "Limitation of Funds"</b>
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return ___ copies to the issuing office.	

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
**The purpose of this modification is to provide incremental funding in the amount of \$855,000 to support subject contract. See page 2.**

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) <b>ROBERT E. ASHLEY, JR Contracting Officer</b>
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
	16C. DATE SIGNED <b>3/4/03</b>

## SUMMARY OF CHANGES

### Changes in Section G

#### Summary for the Payment Office

As a result of this modification, the total funded amount of the contract is increased by \$855,000 from \$6,790,016 to \$7,645,016.

AL: 9730400.2520 40603880C 2525 012123 BMDO 0134132933  
is increased by \$855,000 from \$0 to \$855,000.

The funding exhaust date is revised from March 1, 2003 to 31 Jul 2003.

Change pages 12 and 12A are hereby incorporated into the contract.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				U	1   8
2. AMENDMENT/MODIFICATION NO. P00017	3. EFFECTIVE DATE 23-Jul-2003	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100	CODE HQ0006	7. ADMINISTERED BY (If other than item 6) DCMC SANTA ANA 34 CIVIC CENTER PLAZA P.O. BOX C 12700 SANTA ANA CA 92712-2700		CODE	S0513A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SPARTA, INC. 23041 AVENIDA DE LA CARLOTA LAGUNA HILLS CA 92653				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-99-C-0008
				X	10B. DATED (SEE ITEM 13) 02-Jul-1999
CODE 5S145	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> 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) <b>See Schedule</b>					
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:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.) This is an administrative modification to conform the SPS version of this contract through modification P00016. Do not create a DD 350 from this mod or distribute it.					
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)		
			DIANE L. KNIGHT / CONTRACT SPECIALIST		
			TEL: (703) 486-0674 EMAIL: Diane.Knight@mda.osd.mil		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)		BY <i>Diane L. Knight</i>		31-Jul-2003	
		(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$3,910,957.00 from \$3,821,378.00 to \$7,732,335.00.

The 'issued by' organization has changed from

BALLISTIC MISSILE DEFENSE ORGANIZATION (  
1725 JEFFERSON DAVIS HWY, SUITE 809  
ARLINGTON VA 22202

to

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

SECTION B - SUPPLIES OR SERVICES AND PRICES

Global Changes

CLIN 0001 -- CLIN 0302

The test type No Test has been added.

CLIN 0001

The estimated/max cost has increased by \$84,200.00 from \$3,549,043.00 to \$3,633,243.00.

The total cost of this line item has increased by \$84,200.00 from \$3,821,378.00 to \$3,905,578.00.

CLIN 0002

The cost constraint NSP has been added.

CLIN 0101

The option status has changed from Option to Option Exercised.

CLIN 0102

The option status has changed from No Status to Option Exercised.

The cost constraint NSP has been added.

CLIN 0201

The option status has changed from Option to Option Exercised.

**CLIN 0202**

The option status has changed from No Status to Option Exercised.  
The cost constraint NSP has been added.

**CLIN 0302**

The cost constraint NSP has been added.

The following have been modified:

**B-2 ESTIMATED COST AND FIXED FEE**

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

Estimated Cost:	<u>\$9,003,566</u>
Fixed Fee:	<u>\$ 684,528</u>
Estimated Cost-Plus-Fixed-Fee:	<u>\$9,688,094</u>

**B-3 CONTRACT TYPE**

This is a Cost-Plus-Fixed-Fee combined Completion and Indefinite Delivery/Indefinite Quantity, Level-of-Effort Task Order contract with a two-year base period and three (3) one-year options as specified in paragraph B-1.

**B-4 PAYMENT OF FIXED FEE (ORDERING)**

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

**B-5 FUNDING PROFILE**

The following is a projected cumulative funding profile. It is the mutual understanding of the parties that this funding profile represents the minimum cumulative obligation by quarter necessary for the performance of the work and at the schedule described herein, for the anticipated performance period of this contract.

**FUNDING PROFILE**

CONTRACT FUNDING PERIOD					CUMULATIVE FUNDING
	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	
FY 1999	N/A	N/A	N/A	\$322,484	\$ 322,484
FY 2000	\$483,726	\$483,726	\$483,726	\$475,657	\$1,926,835

FY 2001	\$471,618	\$471,618	\$471,618	\$474,011	\$1,888,865
FY 2002	\$475,209	\$475,209	\$475,209	\$479,385	\$1,905,012
FY 2003	\$481,482	\$481,482	\$481,482	\$486,453	\$1,930,899
FY 2004	\$488,940	\$488,940	\$488,940	\$162,980	\$1,629,800

\$ 000'S (Thousands)

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$4,374,358.00 from \$3,270,658.00 to \$7,645,016.00.

Contract Level Funding:

AC: 9710400.2520 40603876C 2525 012123 BMDO0107132938  
was increased by \$1,440,000.00 from \$791,000.00 to \$2,231,000.00

AD: 9710400.2520 40603874C 2525 012123 BMDO0107132941  
was increased by \$62,000.00 from \$109,000.00 to \$171,000.00

AE: 9710400.2520 40603873C 2525 012123 BMDO0114644149  
was increased by \$28,000.00 from \$0.00 to \$28,000.00  
The contract ACRN AE has been added.

AF: 9710400.2520 40603876C 2525 012123 BMDO0114894490  
was increased by \$84,200.00 from \$0.00 to \$84,200.00  
The contract ACRN AF has been added.

AG: 9720400.2520 40603880C 2525 012123 BMDO0124578320  
was increased by \$1,191,550.00 from \$0.00 to \$1,191,550.00  
The contract ACRN AG has been added.

AH: 9720400.2520 40603880C 2525 012123 BMDO0126170527  
was increased by \$580,000.00 from \$0.00 to \$580,000.00  
The contract ACRN AH has been added.

AJ: 9720400.2520 40603880C 2525 012123 BMDO0126701086  
was increased by \$83,608.00 from \$0.00 to \$83,608.00  
The contract ACRN AJ has been added.

AK: 9720400.2520 40603880C 2522 012123 BMDO0126410820  
was increased by \$50,000.00 from \$0.00 to \$50,000.00  
The contract ACRN AK has been added.

AL: 9730400.2520 40603880C 2525 012123 BMDO0134132933

was increased by \$855,000.00 from \$0.00 to \$855,000.00  
The contract ACRN AL has been added.

The following have been modified:

#### G-1 CONTRACT ADMINISTRATION

Administration of this contract will be performed by the cognizant office indicated on the cover page of the award document. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

#### G-2 IDENTIFICATION OF CORRESPONDENCE

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

#### G-3 TAXPAYER IDENTIFICATION NUMBER (TIN)

The Contractor's taxpayer identification number is 63-0775889. This number shall appear in the space identifying the Contractor in the appropriate blocks of contract forms and billing submittals.

#### G-4 PATENT INFORMATION

Patent information, in accordance with FAR 52.227-11, "Patent Rights -- Retention by the Contractor (Short Form)," shall be forwarded through the Procuring Contracting Officer to:

Office of the Secretary of Defense  
Ballistic Missile Defense Organization  
7100 Defense Pentagon, BMDO/DGC  
Washington, DC 20301-7100

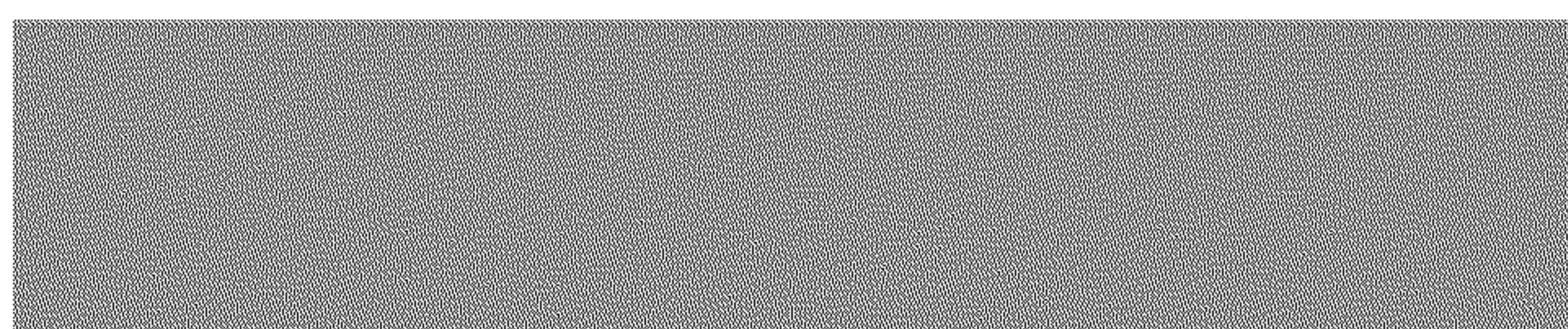
#### G-5 SUBMISSION OF VOUCHERS

a. The Contractor's vouchers for costs incurred shall be submitted in quadruplicate to the cognizant DCAA office for review and provisional approval.

b. Final payment shall be made in accordance with FAR 52.216-7, "Allowable Cost and Payment." The Contractor shall establish compliance with all terms of the contract by submitting a signed copy of the Material Inspection and Receiving Report (DD Form 250) or Letter of Transmittal, as applicable.

#### G-6 REMITTANCE ADDRESS

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



#### G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

CLINs may be funded by multiple accounting classifications. The Contractor shall submit vouchers as required by provision G-5. The Defense Finance and Accounting Service (DFAS) will make payments from those



Accounting Classification Reporting Numbers (ACRNs) assigned to each CLIN. Payments by the paying office of both cost and fee are to be made by CLIN, from the earliest available funds by fiscal year as identified by ACRN.

G-8 ALLOTMENT OF FUNDS

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), through the estimated funds exhaustion date is as follows:

CLIN 0001 and 0002: \$3,905,578  
 Estimated funds exhaustion date: July 31, 2001

<u>ACRN</u>	<u>AMOUNT</u>
AA	\$ 600,658
AB	\$1,770,000
AC	\$1,251,720
AD	\$ 171,000
AE	\$ 28,000
AF	\$ 84,200

CLIN 0101 and 0102: \$1,900,830  
 Estimated funds exhaustion date: July 31, 2002

<u>ACRN</u>	<u>AMOUNT</u>
AC	\$ 979,280
AG	\$ 921,550

CLIN 0201 and 0202: \$ 1,838,608  
 Estimated funds exhaustion date: July 31, 2003

<u>ACRN</u>	<u>AMOUNT</u>
AG	\$ 270,000
AH	\$ 580,000
AJ	\$ 83,608
AK	\$ 50,000
AL	\$ 855,000

G-9 ACCOUNTING AND APPROPRIATION DATA  
 CLINs 0001 & 0002

ACRN: AA  
 ACCT CLASS: 9790400.2520 0603876C 2522 012123 BMDO0190843946  
 AMOUNT: No Change  
 TOTAL ACRN: \$600,658.00

ACRN: AB  
 ACCT CLASS: 9700400.2520 0603876C 2522 012123 BMDO0192886908  
 AMOUNT: No Change  
 TOTAL ACRN: \$1,770,000.00

ACRN: AC  
 ACCT CLASS: 9710400.2520 40603876C 2525 012123 BMDO0107132938  
 AMOUNT: No Change  
 TOTAL ACRN: \$2,231,000.00

ACRN: AD  
ACCT CLASS: 9710400.2520 40603874C 2525 012123 BMDO0107132941  
AMOUNT: No Change  
TOTAL ACRN: \$171,000.00

ACRN: AE  
ACCT CLASS: 9710400.2520 40603873C 2525 012123 BMDO0114644149  
AMOUNT: No Change  
TOTAL ACRN: \$28,000.00

ACRN: AF  
ACCT CLASS: 9710400.2520 40603876C 2525 012123 BMDO0114894490  
AMOUNT: No Change  
TOTAL ACRN: \$84,200.00

ACRN: AG  
ACCT CLASS: 9720400.2520 40603880C 2525 012123 BMDO0124578320  
AMOUNT: No Change  
TOTAL ACRN: \$1,191,550

ACRN: AH  
ACCT CLASS: 9720400.2520 40603880C 2525 012123 BMDO0126170527  
AMOUNT: No Change  
TOTAL ACRN: \$580,000

ACRN: AJ  
ACCT CLASS: 9720400.2520 40603880C 2525 012123 BMDO0126701086  
AMOUNT: No Change  
TOTAL ACRN: \$83,608

ACRN: AK  
ACCT CLASS: 9720400.2520 40603880C 2522 012123 BMDO0126410820  
AMOUNT: No Change  
TOTAL ACRN: \$50,000

ACRN: AL  
ACCT CLASS: 9730400.2520 40603880C 2525 012123 BMDO0134132933  
AMOUNT: No Change  
TOTAL ACRN: \$855,000

## SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been added by full text:

### SECTION-J

EXHIBIT A Contract Data Requirements Lists (DD Form 1423-1, 12 pages, dated April 8, 1999)

ATTACHMENT 1 Statement of Work entitled "Threat Systems Engineering Support Contract" (16 pages, dated April 9, 1999)



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. P00018	3. EFFECTIVE DATE 01-Aug-2003	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100	CODE HQ0006	7. ADMINISTERED BY (If other than item 6) DCMC SANTA ANA 34 CIVIC CENTER PLAZA P.O. BOX C 12700 SANTA ANA CA 92712-2700	CODE S0513A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SPARTA, INC. SOPHIE O'DONNELL 25531 COMMERCENTRE DRIVE SUITE 120 LAKE FOREST CA 92630-8873		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-99-C-0008	
		X 10B. DATED (SEE ITEM 13) 02-Jul-1999	
CODE 5S145	FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> 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) <b>See Schedule</b>			
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) Section/Paragraph H-10, Exercise of Options			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to: 1) exercise the final option period, CLINs 0301 and 0302; and to provide initial incremental funding for CLIN 0301 in the amount of \$47,000.  See the attached summary of changes, Pages 2 and 3.			
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) DIANE L. KNIGHT / CONTRACT SPECIALIST TEL: (703) 486-0674 EMAIL: Diane.Knight@mda.osd.mil	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Diane L. Knight</i> (Signature of Contracting Officer)	16C. DATE SIGNED 06-Aug-2003

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

**A. SECTION A - SOLICITATION/CONTRACT FORM**

1) The contractor organization has changed from:

SPARTA, INC.  
23041 AVENIDA DE LA CARLOTA  
LAGUNA HILLS CA 92653

To:

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

2) The total cost of this contract was increased by \$1,955,760.00 from \$7,732,335.00 to \$9,688,095.00.

**B. SECTION B - SUPPLIES OR SERVICES AND PRICES**

1. CLIN 0301 is hereby exercised.

2. CLIN 0302 is hereby exercised.

**C. SECTION G - CONTRACT ADMINISTRATION DATA, Accounting and Appropriation is changed as follows:**

1. Summary for the Payment Office, as a result of this modification, the total funded amount for this document was increased by \$47,000.00 from \$7,645,016.00 to \$7,692,016.00.

a. Contract Level Funding, ACRN AM and associated line of accounting 9730400.2520 40603880C 2523 012123 BMDO0134132933 are hereby added to the contract. ACRN AM is increased by \$47,000.00 from \$0.00 to \$47,000.00.

b. The Accounting and Appropriation data table is hereby restated in its entirety:

ACCOUNTING AND APPROPRIATION DATA is restated as follows:

AA: 9790400.2520 0603876C 2522 012123 BMDO0190843946  
AMOUNT: \$600,658.00

AB: 9700400.2520 0603876C 2522 012123 BMDO0192886908  
AMOUNT: \$1,770,000.00

AC: 9710400.2520 40603876C 2525 012123 BMDO0107132938  
AMOUNT: \$2,231,000.00

AD: 9710400.2520 40603874C 2525 012123 BMDO0107132941  
AMOUNT: \$171,000.00

AE: 9710400.2520 40603873C 2525 012123 BMDO0114644149  
AMOUNT: \$28,000.00

AF: 9710400.2520 40603876C 2525 012123 BMDO0114894490  
AMOUNT: \$84,200.00

AG: 9720400.2520 40603880C 2525 012123 BMDO0124578320  
AMOUNT: \$1,191,550.00

AH: 9720400.2520 40603880C 2525 012123 BMDO0126170527  
AMOUNT: \$580,000.00

AJ: 9720400.2520 40603880C 2525 012123 BMDO0126701086  
AMOUNT: \$83,608.00

AK: 9720400.2520 40603880C 2522 012123 BMDO0126410820  
AMOUNT: \$50,000.00

AL: 9730400.2520 40603880C 2525 012123 BMDO0134132933  
AMOUNT: \$855,000.00

AM: 9730400.2520 40603880C 2523 012123 BMDO0134132933  
AMOUNT: \$47,000.00 (INCREASE)

End of Summary of Changes

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE U	PAGE OF PAGES 1   4
2. AMENDMENT/MODIFICATION NO. P00019	3. EFFECTIVE DATE 18-Aug-2003	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100	CODE HQ0006	7. ADMINISTERED BY (If other than item 6) DCMC SANTA ANA 34 CIVIC CENTER PLAZA P.O. BOX C 12700 SANTA ANA CA 92712-2700		CODE S0513A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SPARTA, INC. SOPHIE O'DONNELL 25531 COMMERCENTRE DRIVE SUITE 120 LAKE FOREST CA 92630-8873			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-99-C-0008	
			X 10B. DATED (SEE ITEM 13) 02-Jul-1999	
CODE 5S145	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>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:</p> <p>(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.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
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) FAR 52.232-22 - "Limitation of Funds"				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to: a) provide incremental funding in the amount of \$47,000.00 under contract ACRN AM for CLIN 0201 to fully fund the CLIN through its expiration date of 31 July 2003; and b) to provide incremental funding in the amount of \$420,500 under ACRN AM for CLIN 0301 to fund it through 31 October 2003.  See attached summary of changes, pages 2 through 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) DIANE L. KNIGHT / CONTRACTING OFFICER TEL: (703) 486-0674 EMAIL: Diane.Knight@mda.osd.mil		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Diane L. Knight</i> (Signature of Contracting Officer)	16C. DATE SIGNED 20-Aug-2003	
(Signature of person authorized to sign)				

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**

A. SECTION G - CONTRACT ADMINISTRATION DATA, Accounting and Appropriation Data summary for the Payment Office:

1. As a result of this modification, the total funded amount for this document was increased by \$467,500.00 from \$7,692,016.00 to \$8,159,516.

2. Contract Level Funding: ACRN AM and its associated line of accounting 9730400.2520 40603880C 2523 012123 BMDO0134132933 are hereby increased by \$467,500.00 from \$47,000.00 to \$514,500.00.

3. The following full text local clauses have been modified as identified by change bars in the right margin:

a. G-8 ALLOTMENT OF FUNDS

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), through the estimated funds exhaustion date is as follows:

CLIN 0001 and 0002: \$3,905,578  
 Estimated funds exhaustion date: July 31, 2001

<u>ACRN</u>	<u>AMOUNT</u>
AA	\$ 600,658
AB	\$1,770,000
AC	\$1,251,720
AD	\$ 171,000
AE	\$ 28,000
AF	\$ 84,200

CLIN 0101 and 0102: \$1,900,830  
 Estimated funds exhaustion date: July 31, 2002

<u>ACRN</u>	<u>AMOUNT</u>
AC	\$ 979,280
AG	\$ 921,550

CLIN 0201 and 0202: \$1,885,608  
 Estimated funds exhaustion date: July 31, 2003

<u>ACRN</u>	<u>AMOUNT</u>
AG	\$ 270,000
AH	\$ 580,000
AJ	\$ 83,608
AK	\$ 50,000
AL	\$ 855,000
AM	\$ 47,000



CLIN 0301 and 0302: \$ 467,500  
 Estimated funds exhaustion date: October 31, 2003

<u>ACRN</u>	<u>AMOUNT</u>
AM	\$ 467,500

b. G-9 ACCOUNTING AND APPROPRIATION DATA

ACRN: AA  
 ACCT CLASS: 9790400.2520 0603876C 2522 012123 BMDO0190843946  
 AMOUNT: No Change  
 TOTAL ACRN: \$600,658.00

ACRN: AB  
 ACCT CLASS: 9700400.2520 0603876C 2522 012123 BMDO0192886908  
 AMOUNT: No Change  
 TOTAL ACRN: \$1,770,000.00

ACRN: AC  
 ACCT CLASS: 9710400.2520 40603876C 2525 012123 BMDO0107132938  
 AMOUNT: No Change  
 TOTAL ACRN: \$2,231,000.00

ACRN: AD  
 ACCT CLASS: 9710400.2520 40603874C 2525 012123 BMDO0107132941  
 AMOUNT: No Change  
 TOTAL ACRN: \$171,000.00

ACRN: AE  
 ACCT CLASS: 9710400.2520 40603873C 2525 012123 BMDO0114644149  
 AMOUNT: No Change  
 TOTAL ACRN: \$28,000.00

ACRN: AF  
 ACCT CLASS: 9710400.2520 40603876C 2525 012123 BMDO0114894490  
 AMOUNT: No Change  
 TOTAL ACRN: \$84,200.00

ACRN: AG  
 ACCT CLASS: 9720400.2520 40603880C 2525 012123 BMDO0124578320  
 AMOUNT: No Change  
 TOTAL ACRN: \$1,191,550

ACRN: AH  
 ACCT CLASS: 9720400.2520 40603880C 2525 012123 BMDO0126170527  
 AMOUNT: No Change  
 TOTAL ACRN: \$580,000

ACRN: AJ  
 ACCT CLASS: 9720400.2520 40603880C 2525 012123 BMDO0126701086  
 AMOUNT: No Change

TOTAL ACRN: \$83,608

ACRN: AK

ACCT CLASS: 9720400.2520 40603880C 2522 012123 BMDO0126410820

AMOUNT: No Change

TOTAL ACRN: \$50,000

ACRN: AL

ACCT CLASS: 9730400.2520 40603880C 2525 012123 BMDO0134132933

AMOUNT: No Change

TOTAL ACRN: \$855,000

ACRN: AM

ACCT CLASS: 9730400.2520 40603880C 2523 012123 BMDO0134132933

AMOUNT: \$467,500 (INCREASE)

TOTAL ACRN: \$514,500

End of Summary of Changes

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>U</b>	PAGE OF PAGES <b>1   4</b>
2. AMENDMENT/MODIFICATION NO. <b>P00020</b>		3. EFFECTIVE DATE <b>03-Dec-2003</b>	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE <b>HQ0006</b>	7. ADMINISTERED BY (If other than item 6) DCMC SANTA ANA 34 CIVIC CENTER PLAZA P.O. BOX C 12700 SANTA ANA CA 92712-2700	
			CODE	<b>S0513A</b>
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SPARTA, INC. SOPHIE O'DONNELL 25531 COMMERCENTRE DRIVE SUITE 120 LAKE FOREST CA 92630-8873			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-99-C-0008	
			X 10B. DATED (SEE ITEM 13) 02-Jul-1999	
CODE <b>5S145</b>		FACILITY CODE		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> 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) <b>See Schedule</b>				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
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) FAR 52.232-22 - Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amounts of \$50,000 (new ACRN AN) and \$1,438,260 (new ACRN AP) for CLIN 0301.  See summary of changes, pages 2 through 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) DIANE L. KNIGHT / CONTRACTING OFFICER, CTS TEL: (703) 486-0674 EMAIL: Diane.Knight@mda.osd.mil	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Diane L. Knight</i> (Signature of Contracting Officer)	
(Signature of person authorized to sign)			16C. DATE SIGNED 08-Dec-2003	

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**

A. SECTION G - CONTRACT ADMINISTRATION DATA, Accounting and Appropriation Data, Summary for the Payment Office:

1. As a result of this modification, the total funded amount for this document is hereby increased by \$1,488,260.00 from \$8,159,516.00 to \$9,647,776.00. The contract is now fully funded through the third and final option end date of 31 Jul 2004.

2. Contract Level Funding is hereby changed as stated in a. and b. below.

a. Contract ACRN AN and its associated line of accounting (LOA) 9730400.2520 40603880C 2523 012123 BMDO0136797667 are hereby added and increased by \$50,000.00 from \$0.00 to \$50,000.00.

b. Contract ACRN AP and its associated LOA 9740400.2520 40603890C 2523 012123 BMDO0137299043 are hereby added and increased by \$1,438,260.00 from \$0.00 to \$1,438,260.00.

B. As a result of this modification, SECTION G - CONTRACT ADMINISTRATION DATA, item G-8, Allotment of Funds, is hereby restated as follows.

**G-8 ALLOTMENT OF FUNDS**

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), through the estimated funds exhaustion date is as follows:

CLIN 0001 and 0002 Total Funded Amount: \$3,905,578  
 Estimated funds exhaustion date: Fully Funded

<u>ACRN</u>	<u>AMOUNT</u>
AA	\$ 600,658
AB	\$1,770,000
AC	\$1,251,720
AD	\$ 171,000
AE	\$ 28,000
AF	\$ 84,200

CLIN 0101 and 0102 Total Funded Amount: \$1,900,830  
 Estimated funds exhaustion date: Fully Funded

<u>ACRN</u>	<u>AMOUNT</u>
AC	\$ 979,280
AG	\$ 921,550

CLIN 0201 and 0202 Total Funded Amount: \$1,885,608\*  
 Estimated funds exhaustion date: Fully Funded

\*NOTE: The above funded amount is less than the original CLIN 0202 total cost. However, it equals the Contractor's final expenditures for CLINs 0201.

<u>ACRN</u>	<u>AMOUNT</u>
AG	\$ 270,000
AH	\$ 580,000

AJ	\$ 83,608
AK	\$ 50,000
AL	\$ 855,000
AM	\$ 47,000

CLIN 0301 and 0302 Total Funded Amount:	\$1,955,760*
Estimated funds exhaustion date:	Fully Funded through contract end date of

31 July 2004.

<u>ACRN</u>	<u>AMOUNT</u>
AM	\$ 467,500
AN	\$ 50,000
AP	\$1,438,260

C. As a result of this modification, SECTION G - CONTRACT ADMINISTRATION DATA, item G-9, Accounting and Appropriation Data, is hereby restated as follows:

**G-9 ACCOUNTING AND APPROPRIATION DATA**

CLINs 0001, 0002, 0101, 0102, 0201, 0202, 0301 and 0302

ACRN: AA  
 ACCT CLASS: 9790400.2520 0603876C 2522 012123 BMDO0190843946  
 AMOUNT: No Change  
 TOTAL ACRN: \$600,658.00

ACRN: AB  
 ACCT CLASS: 9700400.2520 0603876C 2522 012123 BMDO0192886908  
 AMOUNT: No Change  
 TOTAL ACRN: \$1,770,000.00

ACRN: AC  
 ACCT CLASS: 9710400.2520 40603876C 2525 012123 BMDO0107132938  
 AMOUNT: No Change  
 TOTAL ACRN: \$2,231,000.00

ACRN: AD  
 ACCT CLASS: 9710400.2520 40603874C 2525 012123 BMDO0107132941  
 AMOUNT: No Change  
 TOTAL ACRN: \$171,000.00

ACRN: AE  
 ACCT CLASS: 9710400.2520 40603873C 2525 012123 BMDO0114644149  
 AMOUNT: No Change  
 TOTAL ACRN: \$28,000.00

ACRN: AF  
 ACCT CLASS: 9710400.2520 40603876C 2525 012123 BMDO0114894490  
 AMOUNT: No Change  
 TOTAL ACRN: \$84,200.00

ACRN: AG  
ACCT CLASS: 9720400.2520 40603880C 2525 012123 BMDO0124578320  
AMOUNT: No Change  
TOTAL ACRN: \$1,191,550.00

ACRN: AH  
ACCT CLASS: 9720400.2520 40603880C 2525 012123 BMDO0126170527  
AMOUNT: No Change  
TOTAL ACRN: \$580,000.00

ACRN: AJ  
ACCT CLASS: 9720400.2520 40603880C 2525 012123 BMDO0126701086  
AMOUNT: No Change  
TOTAL ACRN: \$83,608.00

ACRN: AK  
ACCT CLASS: 9720400.2520 40603880C 2522 012123 BMDO0126410820  
AMOUNT: No Change  
TOTAL ACRN: \$50,000.00

ACRN: AL  
ACCT CLASS: 9730400.2520 40603880C 2525 012123 BMDO0134132933  
AMOUNT: No Change  
TOTAL ACRN: \$855,000.00

ACRN: AM  
ACCT CLASS: 9730400.2520 40603880C 2523 012123 BMDO0134132933  
AMOUNT: No Change  
TOTAL ACRN: \$514,500.00

ACRN: AN  
ACCT CLASS: 9730400.2520 40603880C 2523 012123 BMDO0136797667  
AMOUNT: **\$50,000.00 (INCREASE)**  
TOTAL ACRN: \$50,000.00

ACRN: AP  
ACCT CLASS: 9740400.2520 40603890C 2523 012123 BMDO0137299043  
AMOUNT: **\$1,438,260.00 (INCREASE)**  
TOTAL ACRN: \$1,438,260.00

D. End of Summary of Changes.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			U	1   5
2. AMENDMENT/MODIFICATION NO. P00021	3. EFFECTIVE DATE 17-May-2004	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100	CODE HQ0006	7. ADMINISTERED BY (If other than item 6) DCMC SANTA ANA 34 CIVIC CENTER PLAZA P.O. BOX C 12700 SANTA ANA CA 92712-2700		CODE S0513A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SPARTA, INC. SOPHIE O'DONNELL 25531 COMMERCENTRE DRIVE SUITE 120 LAKE FOREST CA 92630-8873			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-99-C-0008	
			X 10B. DATED (SEE ITEM 13) 02-Jul-1999	
CODE 5S145	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> 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) <b>See Schedule</b>				
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) 52.232-22, " LIMITATION OF FUNDS"				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the total amount of \$11,000.00 for CLIN 0301.  See summary of changes, Pages 2 through 5.				
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)	
			DIANE L. KNIGHT / CONTRACTING OFFICER, CTS TEL: (703) 882-6427 EMAIL: Diane.Knight@mda.osd.mil	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)		BY <i>Diane L. Knight</i> (Signature of Contracting Officer)		18-May-2004

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**

A. SECTION G - CONTRACT ADMINISTRATION DATA, Accounting and Appropriation Data, Summary for the Payment Office:

1. As a result of this modification, the total funded amount for this contract is hereby increased by \$11,000.00 from \$9,647,776.00 to \$9,658,776.00.

2. Contract Level Funding, ACRN AQ and its associated line of accounting 9740400.2520 60901598C 2523 012123 BMDO0145252126 are hereby added and increased by \$11,000.00 from \$0.00 to \$11,000.00.

B. As a result of this modification, SECTION G - CONTRACT ADMINISTRATION DATA, item G-8, Allotment of Funds, is hereby restated as follows.

**G-8 ALLOTMENT OF FUNDS**

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), through the estimated funds exhaustion date is as follows:

CLIN 0001 and 0002 Total Funded Amount: \$3,905,578.00  
 Estimated funds exhaustion date: Fully Funded

<u>ACRN</u>	<u>AMOUNT</u>
AA	\$ 600,658.00
AB	\$1,770,000.00
AC	\$1,251,720.00
AD	\$ 171,000.00
AE	\$ 28,000.00
AF	\$ 84,200.00

CLIN 0101 and 0102 Total Funded Amount: \$1,900,830.00  
 Estimated funds exhaustion date: Fully Funded

<u>ACRN</u>	<u>AMOUNT</u>
AC	\$ 979,280.00
AG	\$ 921,550.00

CLIN 0201 and 0202 Total Funded Amount: \$1,885,608.00\*  
 Estimated funds exhaustion date: Fully Funded

\*NOTE: The above funded amount is less than the original CLIN 0201 total cost. However, it equals the Contractor's final expenditures for CLIN 0201.



<u>ACRN</u>	<u>AMOUNT</u>
AG	\$ 270,000.00
AH	\$ 580,000.00
AJ	\$ 83,608.00
AK	\$ 50,000.00
AL	\$ 855,000.00
AM	\$ 47,000.00

CLIN 0301 and 0302 Total Funded Amount: \$1,966,760.00  
 Estimated funds exhaustion date: 31 July 2004

<u>ACRN</u>	<u>AMOUNT</u>
AM	\$ 467,500.00
AN	\$ 50,000.00
AP	\$1,438,260.00
AQ	\$ 11,000.00

C. As a result of this modification, SECTION G - CONTRACT ADMINISTRATION DATA, item G-9, Accounting and Appropriation Data, is hereby restated as follows:

**G-9 ACCOUNTING AND APPROPRIATION DATA**

CLINs 0001, 0002, 0101, 0102, 0201, 0202, 0301 and 0302

ACRN: AA  
 ACCT CLASS: 9790400.2520 0603876C 2522 012123 BMDO0190843946  
 AMOUNT: No Change  
 TOTAL ACRN: \$600,658.00

ACRN: AB  
 ACCT CLASS: 9700400.2520 0603876C 2522 012123 BMDO0192886908  
 AMOUNT: No Change  
 TOTAL ACRN: \$1,770,000.00

ACRN: AC  
 ACCT CLASS: 9710400.2520 40603876C 2525 012123 BMDO0107132938  
 AMOUNT: No Change  
 TOTAL ACRN: \$2,231,000.00

ACRN: AD  
 ACCT CLASS: 9710400.2520 40603874C 2525 012123 BMDO0107132941  
 AMOUNT: No Change  
 TOTAL ACRN: \$171,000.00

ACRN: AE  
ACCT CLASS: 9710400.2520 40603873C 2525 012123 BMDO0114644149  
AMOUNT: No Change  
TOTAL ACRN: \$28,000.00

ACRN: AF  
ACCT CLASS: 9710400.2520 40603876C 2525 012123 BMDO0114894490  
AMOUNT: No Change  
TOTAL ACRN: \$84,200.00

ACRN: AG  
ACCT CLASS: 9720400.2520 40603880C 2525 012123 BMDO0124578320  
AMOUNT: No Change  
TOTAL ACRN: \$1,191,550.00

ACRN: AH  
ACCT CLASS: 9720400.2520 40603880C 2525 012123 BMDO0126170527  
AMOUNT: No Change  
TOTAL ACRN: \$580,000.00

ACRN: AJ  
ACCT CLASS: 9720400.2520 40603880C 2525 012123 BMDO0126701086  
AMOUNT: No Change  
TOTAL ACRN: \$83,608.00

ACRN: AK  
ACCT CLASS: 9720400.2520 40603880C 2522 012123 BMDO0126410820  
AMOUNT: No Change  
TOTAL ACRN: \$50,000.00

ACRN: AL  
ACCT CLASS: 9730400.2520 40603880C 2525 012123 BMDO0134132933  
AMOUNT: No Change  
TOTAL ACRN: \$855,000.00

ACRN: AM  
ACCT CLASS: 9730400.2520 40603880C 2523 012123 BMDO0134132933  
AMOUNT: No Change  
TOTAL ACRN: \$514,500.00

ACRN: AN  
ACCT CLASS: 9730400.2520 40603880C 2523 012123 BMDO0136797667  
AMOUNT: No Change  
TOTAL ACRN: \$50,000.00

**ACRN:** AP  
**ACCT CLASS:** 9740400.2520 40603890C 2523 012123 BMDO0137299043  
**AMOUNT:** No Change  
**TOTAL ACRN:** \$1,438,260.00

**ACRN:** AQ  
**ACCT CLASS:** 9740400.2520 60901598C 2523 012123 BMDO0145252126  
**AMOUNT:** \$11,000.00 (INCREASE)  
**TOTAL ACRN:** \$11,000.00

D. End of Summary of Changes.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00022	3. EFFECTIVE DATE 01-Aug-2004	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100	CODE HQ0006	7. ADMINISTERED BY (If other than item 6) DCMC SANTA ANA 34 CMIC CENTER PLAZA P.O. BOX C 12700 SANTA ANA CA 92712-2700		CODE S0513A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SPARTA, INC. SOPHIE O'DONNELL 25531 COMMERCENTRE DRIVE SUITE 120 LAKE FOREST CA 92630-8873			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-99-C-0008	
CODE 5S145			X 10B. DATED (SEE ITEM 13) 02-Jul-1999	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Both Parties				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to: extend the period of performance (POP) end date from 31 July 2004 to 30 September 2004; increase the contract value by \$370,975.10 as a result of the POP extension; and 3) provide incremental funds in the total amount of \$400,294.10 to fully fund the contract.  See summary of changes page 2.				
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) SOPHIE B. O'DONNELL CONTRACT MANAGER WASHINGTON DC		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mare Lesser Contracting Officer		
15B. CONTRACTOR/OFFEROR <i>Sophie B. O'Donnell</i> (Signature of person authorized to sign)		15C. DATE SIGNED 08/11/04		16B. UNITED STATES OF AMERICA BY <i>Mare Lesser</i> (Signature of Contracting Officer)
				16C. DATE SIGNED 8/11/04

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**

A. SECTION A - SOLICITATION/CONTRACT FORM, SF 26 Block 15G., Total Costs, is hereby increased by \$370,975.10 from \$9,688,095.00 to \$10,059,070.10.

B. SECTION B - SUPPLIES OR SERVICES AND PRICES, CLIN 0301 is hereby changed as follows:

1. The estimated/max cost has increased by \$346,633.74 from \$1,816,344.00 to \$2,162,977.74.
2. The fixed fee has increased by \$24,341.36 from \$139,416.00 to \$163,757.36.
3. The total cost of this line item has increased by \$370,975.10 from \$1,955,760.00 to \$2,326,735.10.

C. SECTION F - DELIVERIES OR PERFORMANCE is hereby changed as follows:

1. The following Delivery Schedule for CLIN 0301 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-AUG-2003 TO 30-SEP-2004	N/A	MISSILE DEFENSE AGENCY (MDA) THEODORE W. KOUFAS 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703)697-5488 FOB: Destination	HQ0006

Note: The original period of performance end date 31 July 2004 has been extended two months to 30 September 2004.

2. The following Delivery Schedule for CLIN 0302 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-AUG-2003 TO 30-SEP-2004	N/A	MISSILE DEFENSE AGENCY (MDA) THEODORE W. KOUFAS 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703)697-5488 FOB: Destination	HQ0006

Note: The original period of performance end date 31 July 2004 has been extended two months to 30 September 2004.

D. SECTION G - CONTRACT ADMINISTRATION DATA, Accounting and Appropriation Data, Summary for the Payment Office is as follows:

1. As a result of this modification, the total funded amount for this document is hereby increased by \$400,294.10 from \$9,658,776.00 to \$10,059,070.10. The contract is now fully funded.

2. Contract Level Funding, contract ACRN AP and its associated line of accounting 9740400.2520 40603890C 2523 012123 BMDO0137299043 are hereby increased by \$400,294.10 from \$1,438,260.00 to \$1,838,554.10.

E. End of Summary of Changes

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				U	1   6
2. AMENDMENT/MODIFICATION NO. P00023	3. EFFECTIVE DATE 01-Oct-2004	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(if applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100	CODE HQ0006	7. ADMINISTERED BY (if other than item 6) DCMC SANTA ANA 34 CIVIC CENTER PLAZA P.O. BOX C 12700 SANTA ANA CA 92712-2700		CODE S0513A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SPARTA, INC. SOPHIE O'DONNELL 25531 COMMERCENTRE DRIVE SUITE 120 LAKE FOREST CA 92830-6873			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-99-C-0008	
			X	10B. DATED (SEE ITEM 13) 02-Jul-1999	
CODE 5S145	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Both Parties					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to: 1) add Option 4, CLINs 0401 (Technical Support) and 0402 (Data & Reports) for the period of performance from 1 October 2004 to 28 February 2005; 2) increase the total contract ceiling by \$901,373.00 (\$840,736.00 - Cost and \$60,637.00 - Fixed Fee); 3) revise provision G-4 - PATENT INFORMATION to change BMDO to MDA where applicable; 4) revise clause G-8 - ALLOTMENT OF FUNDS by transferring excess funds of \$40,319.00 from CLIN 0201/ACRN AP to new CLIN 0401, and add CLIN 0401 and 0402 to reflect funding under CLIN 0401 ACRNs AP - \$40,319.00 and new ACRN AR - \$165,000.00; 5) revise provision G-9 - ACCOUNTING AND APPROPRIATION DATA to reflect the current ACRNs and associated funding on each contract CLIN; and, 6) add new incremental funding in the total amount of \$165,000.00 for CLIN 0401 under new ACRN AR.  See summary of changes, pages 2 through 6, for details.					
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) Sophie B. O'Donnell Contract Manager			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Liane L. King Contracting Officer		
15B. CONTRACTING OFFICE Washington, D.C. <i>Sophie O'Donnell</i> (Signature of person authorized to sign)			15C. DATE SIGNED 12-2-04		16B. UNITED STATES OF AMERICA BY <i>Liane L. King</i> (Signature of Contracting Officer)
					16C. DATE SIGNED 12/2/04

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**

A. SECTION A - SOLICITATION/CONTRACT FORM, SF 26 Block 15G., Total Cost, is hereby increased by \$721,194.00 from \$10,059,070.10 to \$10,780,264.10.

B. SECTION B - SUPPLIES OR SERVICES AND PRICES, CLINs 0401 and 0402 are hereby added for the 4-month extension for the period of performance from 1 October 2004 to 31 January 2005.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0401		721,194	Dollars, U.S.	\$1.00	\$721,194.00
EXERCISED OPTION	Technical Support CPFF Threat Systems Engineering Support SETA in accordance with the Statement of Work (SOW) (ATTACHMENT 1).				
				ESTIMATED COST	\$672,678.00
				FIXED FEE	\$48,516.00
				<b>TOTAL EST COST + FEE</b>	<b>\$721,194.00</b>

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0402		1	Lot		NSP
EXERCISED OPTION	Data and Reports CPFF				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				<b>TOTAL EST COST + FEE</b>	<b>\$0.00</b>

FOB: Destination

C. SECTION F - DELIVERIES OR PERFORMANCE is hereby changed as follows:

The following Delivery Schedule item has been added to CLIN 0401:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2004 TO 31-JAN-2005	N/A	MISSILE DEFENSE AGENCY (MDA) THEODORE W. KOUFAS 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 697-5488 FOB: Destination	HQ0006

The following Delivery Schedule item has been added to CLIN 0402:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2004 TO 31-JAN-2005	N/A	MISSILE DEFENSE AGENCY (MDA) THEODORE W. KOUFAS 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 697-5488 FOB: Destination	HQ0006

**D. SECTION G - CONTRACT ADMINISTRATION DATA, Accounting and Appropriation Data, Summary for the Payment Office:**

As a result of this modification, the total funded amount for this document is hereby increased by \$165,000.00 from \$10,059,070.10 to \$10,224,070.10.

Contract Level Funding, contract ACRN AR and its associated line of accounting 9740400.2520 40603890C 2525 012123 BMDO0145492699 are hereby added and increased by \$165,000.00 from \$0.00 to \$165,000.00.

**E.** The following full text Section G – Contract Administration Data provisions have been modified. The modifications are delineated by bolded text and vertical change bars in the right margin.

**G-4 PATENT INFORMATION**

Patent information, in accordance with FAR 52.227-11, "Patent Rights -- Retention by the Contractor (Short Form)," shall be forwarded through the Procuring Contracting Officer to:

**Missile Defense Agency**  
7100 Defense Pentagon, MDA/GC  
Washington, DC 20301-7100

**G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

CLINs may be funded by multiple accounting classifications. The Contractor shall submit vouchers as required by provision G-5, SUBMISSION OF VOUCHERS. The Defense Finance and Accounting Service (DFAS) will make payments for each CLIN from those Accounting Classification Reporting Numbers (ACRNs) assigned to each CLIN in accordance with provision G-8, ALLOTMENT OF FUNDS. Payments by the paying office of both cost and fee are to be made by CLIN, from the earliest available funds by fiscal year as identified by ACRN by CLIN.



G-8 ALLOTMENT OF FUNDS

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), through the estimated funds exhaustion date is as follows for each CLIN:

CLIN 0001 and 0002: \$3,905,578.00  
 Estimated funds exhaustion date: July 31, 2001

<u>ACRN</u>	<u>AMOUNT</u>
AA	\$ 600,658.00
AB	\$1,770,000.00
AC	\$1,251,720.00
AD	\$ 171,000.00
AE	\$ 28,000.00
AF	\$ 84,200.00

CLIN 0101 and 0102: \$1,900,830.00  
 Estimated funds exhaustion date: July 31, 2002

<u>ACRN</u>	<u>AMOUNT</u>
AC	\$ 979,280.00
AG	\$ 921,550.00

CLIN 0201 and 0202: \$1,885,608.00  
 Estimated funds exhaustion date: July 31, 2003

<u>ACRN</u>	<u>AMOUNT</u>
AG	\$ 270,000.00
AH	\$ 580,000.00
AJ	\$ 83,608.00
AK	\$ 50,000.00
AL	\$ 855,000.00
AM	\$ 47,000.00

CLIN 0301 and 0302: \$ 2,326,735.10  
 Estimated funds exhaustion date: September 30, 2004

<u>ACRN</u>	<u>AMOUNT</u>
AM	\$ 467,500.00
AN	\$ 50,000.00
AP	\$1,838,554.10
AQ	\$ 11,000.00
AR	\$ 165,000.00

CLIN 0401 and 0402: \$ 205,319.00  
 Estimated funds exhaustion date: November 30, 2004

<u>ACRN</u>	<u>AMOUNT</u>
AP	\$ 40,319.00
AR	\$ 165,000.00

## G-9 ACCOUNTING AND APPROPRIATION DATA

CLINs 0001, 0002, 0101, 0102, 0201, 0202, 0301 and 0302

ACRN: AA  
ACCT CLASS: 9790400.2520 0603876C 2522 012123 BMDO0190843946  
AMOUNT: No Change  
TOTAL ACRN: \$600,658.00

ACRN: AB  
ACCT CLASS: 9700400.2520 0603876C 2522 012123 BMDO0192886908  
AMOUNT: No Change  
TOTAL ACRN: \$1,770,000.00

ACRN: AC  
ACCT CLASS: 9710400.2520 40603876C 2525 012123 BMDO0107132938  
AMOUNT: No Change  
TOTAL ACRN: \$2,231,000.00

ACRN: AD  
ACCT CLASS: 9710400.2520 40603874C 2525 012123 BMDO0107132941  
AMOUNT: No Change  
TOTAL ACRN: \$171,000.00

ACRN: AE  
ACCT CLASS: 9710400.2520 40603873C 2525 012123 BMDO0114644149  
AMOUNT: No Change  
TOTAL ACRN: \$28,000.00

ACRN: AF  
ACCT CLASS: 9710400.2520 40603876C 2525 012123 BMDO0114894490  
AMOUNT: No Change  
TOTAL ACRN: \$84,200.00

ACRN: AG  
ACCT CLASS: 9720400.2520 40603880C 2525 012123 BMDO0124578320  
AMOUNT: No Change  
TOTAL ACRN: \$1,191,550.00

ACRN: AH  
ACCT CLASS: 9720400.2520 40603880C 2525 012123 BMDO0126170527  
AMOUNT: No Change  
TOTAL ACRN: \$580,000.00

ACRN: AJ  
ACCT CLASS: 9720400.2520 40603880C 2525 012123 BMDO0126701086  
AMOUNT: No Change  
TOTAL ACRN: \$83,608.00

ACRN: AK  
ACCT CLASS: 9720400.2520 40603880C 2522 012123 BMDO0126410820  
AMOUNT: No Change  
TOTAL ACRN: \$50,000.00

ACRN: AL  
ACCT CLASS: 9730400.2520 40603880C 2525 012123 BMDO0134132933  
AMOUNT: No Change  
TOTAL ACRN: \$855,000.00

ACRN: AM  
ACCT CLASS: 9730400.2520 40603880C 2523 012123 BMDO0134132933  
AMOUNT: No Change  
TOTAL ACRN: \$514,500.00

ACRN: AN  
ACCT CLASS: 9730400.2520 40603880C 2523 012123 BMDO0136797667  
AMOUNT: No Change  
TOTAL ACRN: \$50,000.00

ACRN: AP  
ACCT CLASS: 9740400.2520 40603890C 2523 012123 BMDO0137299043  
AMOUNT: No Change  
TOTAL ACRN: \$1,838,554.10

ACRN: AQ  
ACCT CLASS: 9740400.2520 60901598C 2523 012123 BMDO0145252126  
AMOUNT: No Change  
ACRN TOTAL: \$11,000.00

ACRN: AR  
ACCT CLASS: 9740400.2520 40603890C 2525 012123 BMDO0145492699  
AMOUNT: \$165,000.00 (INCREASE)  
ACRN TOTAL: \$165,000.00

F. End of Summary of Changes

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1   7
2. AMENDMENT/MODIFICATION NO. P00024	3. EFFECTIVE DATE 01-Mar-2005	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(if applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100	CODE HQ0006	7. ADMINISTERED BY (If other than item 6) DCMC SANTA ANA 34 CIVIC CENTER PLAZA P.O. BOX C 12700 SANTA ANA CA 92712-2700		CODE S0513A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SPARTA, INC. SOPHIE O'DONNELL 25631 COMMERCE DRIVE SUITE 120 LAKE FOREST CA 92830-8973			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-99-C-0008	
			X 10B. DATED (SEE ITEM 13) 02-Jul-1999	
CODE 5S145	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22 Limitation of Funds and Mutual Agreement of the Parties				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to: 1) extend the period of performance for CLINs 0401 and 0402 from 01 March 2005 to 30 June 2005; 2) add incremental funding in the amount of \$1,148,715.00 under new ACRN AS (CLIN 0401); 3) incorporate Contract Data Requirement List (CDRL) A010 dated March 01, 2005, to reflect monthly reporting in the Combined Acquisition Reporting and Analysis Tool (CARAT) system; 4) add Clause DFARS 252.232-7003 Electronic Submission of Payment Requests into Section I, Contract Clauses, to reflect monthly invoicing procedures by electronic measures; 5) revise provision G-9 - ACCOUNTING AND APPROPRIATION DATA to reflect the current ACRNs and associated funding on each contract CLIN; and 6) adjust the contract ceiling accordingly.  See Summary of Changes, pages 2 - 7				
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) MAGGIE DA SILVA CONTRACTS ADMINISTRATOR		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Diana Knight Contracting Officer		
15B. CONTRACTOR/OFFEROR <i>Maggie Da Silva</i> (Signature of person authorized to sign)		15C. DATE SIGNED 11 MAR '05	16B. UNITED STATES OF AMERICA BY <i>Diana Knight</i> (Signature of Contracting Officer)	16C. DATE SIGNED 3/15/05

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 A - SOLICITATION/CONTRACT FORM**

The total cost of this contract was increased by \$711,717.70 from \$10,960,443.10 to \$11,672,160.80.

**SECTION B - SUPPLIES OR SERVICES AND PRICES**

**CLIN 0401**

The estimated/max cost has increased by \$663,846.00 from \$840,736.00 to \$1,504,582.00.

The fixed fee has increased by \$47,871.70 from \$60,637.00 to \$108,508.70.

The total cost of this line item has increased by \$711,717.70 from \$901,373.00 to \$1,613,090.70.

**SECTION F - DELIVERIES OR PERFORMANCE**

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

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2004 TO 28-FEB-2005	N/A	MISSILE DEFENSE AGENCY (MDA) THEODORE W. KOUFAS 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 697-5488 FOB: Destination	HQ0006

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2004 TO 30-JUN-2005	N/A	MISSILE DEFENSE AGENCY (MDA) THEODORE W. KOUFAS CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 697-5488 FOB: Destination	HQ0006

The following Delivery Schedule item for CLIN 0402 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2004 TO 28-FEB-2005	N/A	MISSILE DEFENSE AGENCY (MDA) THEODORE W. KOUFAS 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 697-5488 FOB: Destination	HQ0006

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2004 TO 30-JUN-2005	N/A	MISSILE DEFENSE AGENCY (MDA) THEODORE W. KOUFAS 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 697-5488 FOB: Destination	HQ0006

#### SECTION I - CONTRACT CLAUSES

The following have been added by full text:

#### **252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)**

##### **(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.cb.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.dfas.mil/ccedi>.

(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)

#### SECTION G - CONTRACT ADMINISTRATION DATA

##### Accounting and Appropriation

##### Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,148,715.00 from \$10,224,070.10 to \$11,372,785.10.

##### Contract Level Funding:

AS: 9750400.2520 40603890C 2523 012123 BMDO0154147421  
was increased by \$1,148,715.00 from \$0.00 to \$1,148,715.00  
The contract ACRN AS has been added.

The Following has been modified:

#### G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

CLINs may be funded by multiple accounting classifications. The Contractor shall submit vouchers as required by provision G-5, SUBMISSION OF VOUCHERS. The Defense Finance and Accounting Service (DFAS) will make payments for each CLIN from those Accounting Classification Reporting Numbers (ACRNs) assigned to each CLIN in accordance with provision G-8, ALLOTMENT OF FUNDS. Payments by the paying office of both cost and fee are to be made by CLIN, from the earliest available funds by fiscal year as identified by ACRN by CLIN.

**G-8 ALLOTMENT OF FUNDS**

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), through the estimated funds exhaustion date is as follows for each CLIN:

**CLIN 0001 and 0002: \$3,905,578.00**  
**Estimated funds exhaustion date: July 31, 2001**

<u>ACRN</u>	<u>AMOUNT</u>
AA	\$ 600,658.00
AB	\$1,770,000.00
AC	\$1,251,720.00
AD	\$ 171,000.00
AE	\$ 28,000.00
AF	\$ 84,200.00

**CLIN 0101 and 0102: \$1,900,830.00**  
**Estimated funds exhaustion date: July 31, 2002**

<u>ACRN</u>	<u>AMOUNT</u>
AC	\$ 979,280.00
AG	\$ 921,550.00

**CLIN 0201 and 0202: \$1,885,608.00**  
**Estimated funds exhaustion date: July 31, 2003**

<u>ACRN</u>	<u>AMOUNT</u>
AG	\$ 270,000.00
AH	\$ 580,000.00
AJ	\$ 83,608.00
AK	\$ 50,000.00
AL	\$ 855,000.00
AM	\$ 47,000.00

**CLIN 0301 and 0302: \$ 2,326,735.10**  
**Estimated funds exhaustion date: September 30, 2004**

<u>ACRN</u>	<u>AMOUNT</u>
AM	\$ 467,500.00
AN	\$ 50,000.00
AP	\$1,838,554.10
AQ	\$ 11,000.00
AR	\$ 165,000.00

**CLIN 0401 and 0402: \$1,354,034.00**  
**Estimated funds exhaustion date: June 30, 2005**

<u>ACRN</u>	<u>AMOUNT</u>
AP	\$ 40,319.00
AR	\$ 165,000.00
AS	\$1,148,715.00



**G-9 ACCOUNTING AND APPROPRIATION DATA**

CLINs 0001, 0002, 0101, 0102, 0201, 0202, 0301, 0302, 0401, and 0402.

ACRN: AA  
ACCT CLASS: 9790400.2520 0603876C 2522 012123 BMDO0190843946  
AMOUNT: No Change  
TOTAL ACRN: \$600,658.00

ACRN: AB  
ACCT CLASS: 9700400.2520 0603876C 2522 012123 BMDO0192886908  
AMOUNT: No Change  
TOTAL ACRN: \$1,770,000.00

ACRN: AC  
ACCT CLASS: 9710400.2520 40603876C 2525 012123 BMDO0107132938  
AMOUNT: No Change  
TOTAL ACRN: \$2,231,000.00

ACRN: AD  
ACCT CLASS: 9710400.2520 40603874C 2525 012123 BMDO0107132941  
AMOUNT: No Change  
TOTAL ACRN: \$171,000.00

ACRN: AE  
ACCT CLASS: 9710400.2520 40603873C 2525 012123 BMDO0114644149  
AMOUNT: No Change  
TOTAL ACRN: \$28,000.00

ACRN: AF  
ACCT CLASS: 9710400.2520 40603876C 2525 012123 BMDO0114894490  
AMOUNT: No Change  
TOTAL ACRN: \$84,200.00

ACRN: AG  
ACCT CLASS: 9720400.2520 40603880C 2525 012123 BMDO0124578320  
AMOUNT: No Change  
TOTAL ACRN: \$1,191,550.00

ACRN: AH  
ACCT CLASS: 9720400.2520 40603880C 2525 012123 BMDO0126170527  
AMOUNT: No Change  
TOTAL ACRN: \$580,000.00

ACRN: AJ  
ACCT CLASS: 9720400.2520 40603880C 2525 012123 BMDO0126701086  
AMOUNT: No Change  
TOTAL ACRN: \$83,608.00

ACRN: AK  
ACCT CLASS: 9720400.2520 40603880C 2522 012123 BMDO0126410820  
AMOUNT: No Change  
TOTAL ACRN: \$50,000.00

ACRN: AL  
 ACCT CLASS: 9730400.2520 40603880C 2525 012123 BMDO0134132933  
 AMOUNT: No Change  
 TOTAL ACRN: \$855,000.00

ACRN: AM  
 ACCT CLASS: 9730400.2520 40603880C 2523 012123 BMDO0134132933  
 AMOUNT: No Change  
 TOTAL ACRN: \$514,500.00

ACRN: AN  
 ACCT CLASS: 9730400.2520 40603880C 2523 012123 BMDO0136797667  
 AMOUNT: No Change  
 TOTAL ACRN: \$50,000.00

ACRN: AP  
 ACCT CLASS: 9740400.2520 40603890C 2523 012123 BMDO0137299043  
 AMOUNT: No Change  
 TOTAL ACRN: \$1,838,554.10

ACRN: AQ  
 ACCT CLASS: 9740400.2520 60901598C 2523 012123 BMDO0145252126  
 AMOUNT: No Change  
 ACRN TOTAL: \$11,000.00

ACRN: AR  
 ACCT CLASS: 9740400.2520 40603890C 2525 012123 BMDO0145492699  
 AMOUNT: No Change  
 ACRN TOTAL: \$165,000.00

ACRN AS  
 ACCT CLASS: 9750400.2520 40603890C 2523 012123 BMDO0154147421  
 AMOUNT: \$1,148,715.00 (ADD)  
 ACRN TOTAL: \$1,148,715.00

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE <b>U</b>	PAGE OF PAGES <b>1   2</b>
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2. AMENDMENT/MODIFICATION NO. <b>P00025</b>	3. EFFECTIVE DATE <b>29-Jun-2005</b>	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO.(If applicable)
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6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100	CODE <b>HQ0006</b>	7. ADMINISTERED BY (If other than item 6) DCMC SANTA ANA 34 CIVIC CENTER PLAZA P.O. BOX C 12700 SANTA ANA CA 92712-2700	CODE <b>S0513A</b>
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8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SPARTA, INC. SOPHIE O'DONNELL 25531 COMMERCENTRE DRIVE SUITE 120 LAKE FOREST CA 92630-8873	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-99-C-0008
	<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 02-Jul-1999

CODE **5S145** FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).


C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)  
FAR 52.237-3 Continuity of Services

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**  
 The purpose of this modification is to extend the period of performance from 30 June 2005 to 30 September 2005 for CLINs 0401 and 0402.  
  
 See page 2 for Summary of Changes.

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

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION F - DELIVERIES OR PERFORMANCE

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

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2004 TO 30-JUN-2005	N/A	MISSILE DEFENSE AGENCY (MDA) THEODORE W. KOUFAS CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 697-5488 FOB: Destination	HQ0006

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2004 TO 30-SEP-2005	N/A	MISSILE DEFENSE AGENCY (MDA) ABE BUSHRA CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 693-3006 FOB: Destination	HQ0006

The following Delivery Schedule item for CLIN 0402 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2004 TO 30-JUN-2005	N/A	MISSILE DEFENSE AGENCY (MDA) THEODORE W. KOUFAS 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 697-5488 FOB: Destination	HQ0006

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2004 TO 30-SEP-2005	N/A	MISSILE DEFENSE AGENCY (MDA) ABE BUSHRA CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 693-3006 FOB: Destination	HQ0006

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			U	1	2
2. AMENDMENT/MODIFICATION NO. P00026	3. EFFECTIVE DATE 11-Jul-2005	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100	CODE HQ0006	7. ADMINISTERED BY (If other than item 6) DCMC SANTA ANA 34 CIVIC CENTER PLAZA P.O. BOX C 12700 SANTA ANA CA 92712-2700		CODE	S0513A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SPARTA, INC. SOPHIE O'DONNELL 25531 COMMERCENTRE DRIVE SUITE 120 LAKE FOREST CA 92630-8873			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-99-C-0008	
			X	10B. DATED (SEE ITEM 13) 02-Jul-1999	
CODE 5S145	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to: 1) incorporate DD Form 254, Revision No. 2, Dated April 1, 2005; and 2) update the List of Attachment to reflect #1.					
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)		
			TEL:	EMAIL:	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**



SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION-J

- |                     |  |
|---------------------|--|
| EXHIBIT A           | Contract Data Requirements Lists (DD Form 1423-1, 12 pages, dated April 8, 1999)                         |
| ATTACHMENT 1        | Statement of Work entitled "Threat Systems Engineering Support Contract" (16 pages, dated April 9, 1999) |
| ATTACHMENT 2        | Core Capabilities Functions Chart  |
| <b>ATTACHMENT 3</b> | <b>DD Form 254, Revision No. 2 (dated April 1, 2005)</b>   |
| ATTACHMENT 4        | OCI Analysis/Disclosure Form   |

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				U	1   5	
2. AMENDMENT/MODIFICATION NO. P00027		3. EFFECTIVE DATE 18-Aug-2005	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006	7. ADMINISTERED BY (If other than item 6) DCMC SANTA ANA 34 CIVIC CENTER PLAZA P.O. BOX C 12700 SANTA ANA CA 92712-2700		CODE S0513A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SPARTA, INC. SOPHIE O'DONNELL 25531 COMMERCENTRE DRIVE SUITE 120 LAKE FOREST CA 92630-8873				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-99-C-0008	
				X	10B. DATED (SEE ITEM 13) 02-Jul-1999	
CODE 5S145		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. <p>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.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Both Parties						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to definitize the 3-month extension executed under Modification P00025 dated 29 Jun 05. Accordingly, the CPFF CLIN 0401 is increased by \$155,859 from \$1,613,090.00 to \$1,768,949.00.  See pages 2-5 for Summary of Changes for details.						
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 CONTRACTOR OFFEROR Sophie B. O'Donnell Contract Manager Washington, D.C.			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marc Lesser Contracting Officer			
15B. CONTRACTOR OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 8/22/05	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 8/25/05	

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 A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$155,859.00 from \$11,672,160.80 to \$11,828,019.80.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0401

The estimated/max cost has increased by \$145,552.00 from \$1,504,582.00 to \$1,650,134.00.

The pricing detail quantity has increased by 861,576.70 from 907,373.00 to 1,768,949.70.

The fixed fee has increased by \$10,307.00 from \$108,508.70 to \$118,815.70.

The total cost of this line item has increased by \$155,859.00 from \$1,613,090.70 to \$1,768,949.70.

The following have been modified:

B-2 ESTIMATED COST AND FIXED FEE

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

Estimated Cost:	\$11,000,333.74
Fixed Fee:	\$ 827,686.06
Estimated Cost-Plus-Fixed-Fee:	\$11,828,019.80

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$155,859.00 from \$11,372,785.10 to \$11,528,644.10.

Contract Level Funding:

AS: 9750400.2520 40603890C 2523 012123 BMD00154147421  
was increased by \$155,859.00 from \$1,148,715.00 to \$1,304,574.00

G-8 ALLOTMENT OF FUNDS

Pursuant to FAR 52.232-22, Limitation of Funds, the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), through the estimated funds exhaustion date is as follows for each CLIN:

CLIN 0001 and 0002:	\$3,905,578.00
Estimated funds exhaustion date:	July 31, 2001

<u>ACRN</u>	<u>AMOUNT</u>
AA	\$ 600,658.00
AB	\$1,770,000.00
AC	\$1,251,720.00



AD	\$ 171,000.00
AE	\$ 28,000.00
AF	\$ 84,200.00

CLIN 0101 and 0102: \$1,900,830.00  
 Estimated funds exhaustion date: July 31, 2002

<u>ACRN</u>	<u>AMOUNT</u>
AC	\$ 979,280.00
AG	\$ 921,550.00

CLIN 0201 and 0202: \$1,885,608.00  
 Estimated funds exhaustion date: July 31, 2003

<u>ACRN</u>	<u>AMOUNT</u>
AG	\$ 270,000.00
AH	\$ 580,000.00
AJ	\$ 83,608.00
AK	\$ 50,000.00
AL	\$ 855,000.00
AM	\$ 47,000.00

CLIN 0301 and 0302: \$ 2,326,735.10  
 Estimated funds exhaustion date: September 30, 2004

<u>ACRN</u>	<u>AMOUNT</u>
AM	\$ 467,500.00
AN	\$ 50,000.00
AP	\$1,838,554.10
AQ	\$ 11,000.00
AR	\$ 165,000.00

CLIN 0401 and 0402: \$1,354,034.00  
 Estimated funds exhaustion date: September 30, 2005

<u>ACRN</u>	<u>AMOUNT</u>
AP	\$ 40,319.00
AR	\$ 165,000.00
AS	\$1,148,715.00

**G-9 ACCOUNTING AND APPROPRIATION DATA**

CLINs 0001, 0002, 0101, 0102, 0201, 0202, 0301, 0302, 0401, and 0402.

ACRN: AA  
 ACCT CLASS: 9790400.2520 0603876C 2522 012123 BMDO0190843946  
 AMOUNT: No Change  
 TOTAL ACRN: \$600,658.00

ACRN: AB  
 ACCT CLASS: 9700400.2520 0603876C 2522 012123 BMDO0192886908  
 AMOUNT: No Change  
 TOTAL ACRN: \$1,770,000.00

ACRN: AC

ACCT CLASS: 9710400.2520 40603876C 2525 012123 BMDO0107132938  
AMOUNT: No Change  
TOTAL ACRN: \$2,231,000.00

ACRN: AD  
ACCT CLASS: 9710400.2520 40603874C 2525 012123 BMDO0107132941  
AMOUNT: No Change  
TOTAL ACRN: \$171,000.00

ACRN: AE  
ACCT CLASS: 9710400.2520 40603873C 2525 012123 BMDO0114644149  
AMOUNT: No Change  
TOTAL ACRN: \$28,000.00

ACRN: AF  
ACCT CLASS: 9710400.2520 40603876C 2525 012123 BMDO0114894490  
AMOUNT: No Change  
TOTAL ACRN: \$84,200.00

ACRN: AG  
ACCT CLASS: 9720400.2520 40603880C 2525 012123 BMDO0124578320  
AMOUNT: No Change  
TOTAL ACRN: \$1,191,550.00

ACRN: AH  
ACCT CLASS: 9720400.2520 40603880C 2525 012123 BMDO0126170527  
AMOUNT: No Change  
TOTAL ACRN: \$580,000.00

ACRN: AJ  
ACCT CLASS: 9720400.2520 40603880C 2525 012123 BMDO0126701086  
AMOUNT: No Change  
TOTAL ACRN: \$83,608.00

ACRN: AK  
ACCT CLASS: 9720400.2520 40603880C 2522 012123 BMDO0126410820  
AMOUNT: No Change  
TOTAL ACRN: \$50,000.00

ACRN: AL  
ACCT CLASS: 9730400.2520 40603880C 2525 012123 BMDO0134132933  
AMOUNT: No Change  
TOTAL ACRN: \$855,000.00

ACRN: AM  
ACCT CLASS: 9730400.2520 40603880C 2523 012123 BMDO0134132933  
AMOUNT: No Change  
TOTAL ACRN: \$514,500.00

ACRN: AN  
ACCT CLASS: 9730400.2520 40603880C 2523 012123 BMDO0136797667  
AMOUNT: No Change  
TOTAL ACRN: \$50,000.00

ACRN: AP


ACCT CLASS: 9740400.2520 40603890C 2523 012123 BMDO0137299043  
AMOUNT: No Change  
TOTAL ACRN: \$1,838,554.10

ACRN: AQ  
ACCT CLASS: 9740400.2520 60901598C 2523 012123 BMDO0145252126  
AMOUNT: No Change  
ACRN TOTAL: \$11,000.00

ACRN: AR  
ACCT CLASS: 9740400.2520 40603890C 2525 012123 BMDO0145492699  
AMOUNT: \$165,000.00 (INCREASE)  
ACRN TOTAL: \$165,000.00

ACRN AS  
ACCT CLASS: 9750400.2520 40603890C 2523 012123 BMDO0154147421  
AMOUNT: \$ 155,859.00 (ADD)  
ACRN TOTAL: \$1,304,574.00

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			U	1   6	
2. AMENDMENT/MODIFICATION NO. P00028	3. EFFECTIVE DATE 28-Feb-2006	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100	CODE HQ0006	7. ADMINISTERED BY (If other than item 6) DCMC SANTA ANA 34 CIVIC CENTER PLAZA P.O. BOX C 12700 SANTA ANA CA 92712-2700		CODE S0513A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SPARTA, INC. SOPHIE O'DONNELL 25531 COMMERCENTRE DRIVE SUITE 120 LAKE FOREST CA 92630-8873			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-99-C-0008	
			X	10B. DATED (SEE ITEM 13) 02-Jul-1999	
CODE 5S145	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> 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) <b>See Schedule</b>					
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) FAR 52.232-22 Limitation of Funds					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of \$65,440.78 for CLIN 0401, under ACRN AT.  See page 2 - Summary of Changes - for details.					
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) GROVER J. MCVEY / CONTRACTING OFFICER TEL: 703-882-6209 EMAIL: Grover.McVey@mda.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 28-Feb-2006	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION G - CONTRACT ADMINISTRATION DATA

## Accounting and Appropriation

## Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$65,440.78 from \$11,528,644.10 to \$11,594,084.88.

## Contract Level Funding:

AT: 9750400.2520 5 BM 2520 40603890C00 2512 S12135 MD501015BC0302 520277  
was increased by \$65,440.78 from \$0.00 to \$65,440.78  
The contract ACRN AT has been added.

The following have been modified:

## G-1 CONTRACT ADMINISTRATION

Administration of this contract will be performed by the cognizant office indicated on the cover page of the award document. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

## G-2 IDENTIFICATION OF CORRESPONDENCE

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

## G-3 TAXPAYER IDENTIFICATION NUMBER (TIN)

The Contractor's taxpayer identification number is 63-0775889. This number shall appear in the space identifying the Contractor in the appropriate blocks of contract forms and billing submittals.

## G-4 PATENT INFORMATION

Patent information, in accordance with FAR 52.227-11, "Patent Rights -- Retention by the Contractor (Short Form)," shall be forwarded through the Procuring Contracting Officer to:

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

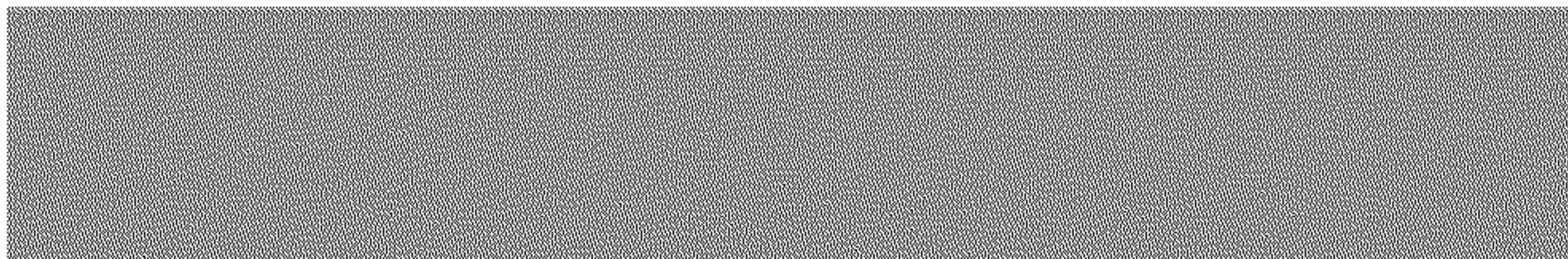
## G-5 SUBMISSION OF VOUCHERS

a. The Contractor's vouchers for costs incurred shall be submitted in quadruplicate to the cognizant DCAA office for review and provisional approval.

b. Final payment shall be made in accordance with FAR 52.216-7, "Allowable Cost and Payment." The Contractor shall establish compliance with all terms of the contract by submitting a signed copy of the Material Inspection and Receiving Report (DD Form 250) or Letter of Transmittal, as applicable.

**G-6 REMITTANCE ADDRESS**

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



**G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

CLINs may be funded by multiple accounting classifications. The Contractor shall submit vouchers as required by provision G-5, SUBMISSION OF VOUCHERS. The Defense Finance and Accounting Service (DFAS) will make payments for each CLIN from those Accounting Classification Reporting Numbers (ACRNs) assigned to each CLIN in accordance with provision G-8, ALLOTMENT OF FUNDS. Payments by the paying office of both cost and fee are to be made by CLIN, from the earliest available funds by fiscal year as identified by ACRN by CLIN.

**G-8 ALLOTMENT OF FUNDS**

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), through the estimated funds exhaustion date is as follows for each CLIN:

CLIN 0001 and 0002: \$3,905,578.00  
 Estimated funds exhaustion date: July 31, 2001

<u>ACRN</u>	<u>AMOUNT</u>
AA	\$ 600,658.00
AB	\$1,770,000.00
AC	\$1,251,720.00
AD	\$ 171,000.00
AE	\$ 28,000.00
AF	\$ 84,200.00

CLIN 0101 and 0102: \$1,900,830.00  
 Estimated funds exhaustion date: July 31, 2002

<u>ACRN</u>	<u>AMOUNT</u>
AC	\$ 979,280.00
AG	\$ 921,550.00

CLIN 0201 and 0202: \$1,885,608.00  
 Estimated funds exhaustion date: July 31, 2003

<u>ACRN</u>	<u>AMOUNT</u>
AG	\$ 270,000.00
AH	\$ 580,000.00
AJ	\$ 83,608.00
AK	\$ 50,000.00
AL	\$ 855,000.00
AM	\$ 47,000.00

CLIN 0301 and 0302: \$ 2,326,735.10  
 Estimated funds exhaustion date: September 30, 2004

<u>ACRN</u>	<u>AMOUNT</u>
AM	\$ 467,500.00
AN	\$ 50,000.00
AP	\$1,838,554.10
AQ	\$ 11,000.00
AR	\$ 165,000.00

CLIN 0401 and 0402: \$1,354,034.00  
 Estimated funds exhaustion date: September 30, 2005

<u>ACRN</u>	<u>AMOUNT</u>
AP	\$ 40,319.00
AR	\$ 165,000.00
AS	\$1,148,715.00
AT	\$ 65,440.78

G-9 ACCOUNTING AND APPROPRIATION DATA

CLINs 0001, 0002, 0101, 0102, 0201, 0202, 0301, 0302, 0401, and 0402.

ACRN: AA  
 ACCT CLASS: 9790400.2520 0603876C 2522 012123 BMDO0190843946  
 AMOUNT: No Change  
 TOTAL ACRN: \$600,658.00

ACRN: AB  
 ACCT CLASS: 9700400.2520 0603876C 2522 012123 BMDO0192886908  
 AMOUNT: No Change  
 TOTAL ACRN: \$1,770,000.00

ACRN: AC  
 ACCT CLASS: 9710400.2520 40603876C 2525 012123 BMDO0107132938  
 AMOUNT: No Change  
 TOTAL ACRN: \$2,231,000.00

ACRN: AD  
 ACCT CLASS: 9710400.2520 40603874C 2525 012123 BMDO0107132941  
 AMOUNT: No Change  
 TOTAL ACRN: \$171,000.00

ACRN: AE  
 ACCT CLASS: 9710400.2520 40603873C 2525 012123 BMDO0114644149  
 AMOUNT: No Change  
 TOTAL ACRN: \$28,000.00

ACRN: AF  
 ACCT CLASS: 9710400.2520 40603876C 2525 012123 BMDO0114894490  
 AMOUNT: No Change  
 TOTAL ACRN: \$84,200.00

ACRN: AG

ACCT CLASS: 9720400.2520 40603880C 2525 012123 BMDO0124578320  
AMOUNT: No Change  
TOTAL ACRN: \$1,191,550.00

ACRN: AH  
ACCT CLASS: 9720400.2520 40603880C 2525 012123 BMDO0126170527  
AMOUNT: No Change  
TOTAL ACRN: \$580,000.00

ACRN: AJ  
ACCT CLASS: 9720400.2520 40603880C 2525 012123 BMDO0126701086  
AMOUNT: No Change  
TOTAL ACRN: \$83,608.00

ACRN: AK  
ACCT CLASS: 9720400.2520 40603880C 2522 012123 BMDO0126410820  
AMOUNT: No Change  
TOTAL ACRN: \$50,000.00

ACRN: AL  
ACCT CLASS: 9730400.2520 40603880C 2525 012123 BMDO0134132933  
AMOUNT: No Change  
TOTAL ACRN: \$855,000.00

ACRN: AM  
ACCT CLASS: 9730400.2520 40603880C 2523 012123 BMDO0134132933  
AMOUNT: No Change  
TOTAL ACRN: \$514,500.00

ACRN: AN  
ACCT CLASS: 9730400.2520 40603880C 2523 012123 BMDO0136797667  
AMOUNT: No Change  
TOTAL ACRN: \$50,000.00

ACRN: AP  
ACCT CLASS: 9740400.2520 40603890C 2523 012123 BMDO0137299043  
AMOUNT: No Change  
TOTAL ACRN: \$1,838,554.10

ACRN: AQ  
ACCT CLASS: 9740400.2520 60901598C 2523 012123 BMDO0145252126  
AMOUNT: No Change  
ACRN TOTAL: \$11,000.00

ACRN: AR  
ACCT CLASS: 9740400.2520 40603890C 2525 012123 BMDO0145492699  
AMOUNT: \$165,000.00 (INCREASE)  
ACRN TOTAL: \$165,000.00

ACRN AS  
ACCT CLASS: 9750400.2520 40603890C 2523 012123 BMDO0154147421  
AMOUNT: \$155,859.00 (ADD)  
ACRN TOTAL: \$1,304,574.00

ACRN AT



ACCT CLASS: 9750400.2520 5 BM 2520 40603890C00 2512 S12135 MD501015BC0302 520277  
AMOUNT: \$ 65,440.78 (ADD)  
ACRN TOTAL: \$ 65,440.78

(End of Summary of Changes)