

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER
SEE SCHEDULE

PAGE 1 OF 20

2. CONTRACT NO.
GS-35F-0884N

3. AWARD/EFFECTIVE DATE
12-Jan-2006

4. ORDER NUMBER
HQ0006-06-F-0004

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION
INFORMATION CALL:

8. NAME

b. TELEPHONE NUMBER (No Collect Calls)

8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY

CODE HQ0006

10. THIS ACQUISITION IS

11. DELIVERY FOR FOB
DESTINATION UNLESS
BLOCK IS MARKED

12. DISCOUNT TERMS

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

UNRESTRICTED
 SET ASIDE: 100 % FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 8(A)

SEE SCHEDULE

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

13b. RATING

NAICS: 811213
SIZE STANDARD: \$6.0 M

14. METHOD OF SOLICITATION

RFQ IFB RFP

TEL: (703) 882-6295
FAX: (703) 882-6358

15. DELIVER TO
MISSILE DEFENSE AGENCY (MDA)
LOU MAES
CONTRACTS DIRECTORATE
7100 DEFENSE PENTAGON
WASHINGTON DC 20301-7100

CODE HQ0006

16. ADMINISTERED BY

SEE ITEM 9

17a. CONTRACTOR/ OFFEROR

CODE 1LT80

18a. PAYMENT WILL BE MADE BY

CODE HQ0347

INFOSTRUCTURES INC
GUY WASSERTZUG
5 CHOKE CHERRY ROAD SUITE 350
ROCKVILLE MD 20850-4027

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

TEL. 301-417-7171

FACILITY
CODE

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

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

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

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

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

\$253,933.00 EST

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.

ADDENDA ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.

ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES
 TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS
SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS
SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

31c. DATE SIGNED

Marc Lesser

12-Jan-2006

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

30c. DATE SIGNED

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

MARC LESSER / CONTRACTING OFFICER, CTS

TEL: 703-882-6428

EMAIL: marc.lessers@mda.mil

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

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

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

PARTIAL FINAL

COMPLETE PARTIAL FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY *(Print)*

42b. RECEIVED AT *(Location)*

42c. DATE REC'D *(YY/MM/DD)*

42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Services in support of MDA/IM. FFP Services in support of MDA/IM in accordance with the Statement of Work (SOW) (Attachment 1) to provide the equivalent of two (2) man-years (MY) of effort and services on a monthly basis for a period of twelve (12) months.	24	Manmonth		
				NET AMT	
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Funding for CLIN 0001 FFP PURCHASE REQUEST NUMBER: 60713 BASIC				
				NET AMT	\$0.00
	ACRN AA Funded Amount				
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Other Direct Costs (ODC). COST ODCs to support CLIN 0001 in accordance with the SOW (Attachment 1).		Lot		
				ESTIMATED COST	\$25,000.00 (EST.)
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201	Funding for CLIN 0002. COST PURCHASE REQUEST NUMBER: 60717 BASIC				
				ESTIMATED COST	\$0.00
	ACRN AB Funded Amount				

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Data and Reports. FFP Provide data and reports for CLINs 0001 and 0002 in accordance with the Contract Data Requirements Lists (CDRLs), DD Form 1423-1 (Exhibit A). NOT SEPARATELY PRICED (NSP).		Lot		NSP
				NET AMT	\$0.00
	Funded Amount				

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101 OPTION	Services in support of MDA/IM. FFP Services in support of MDA/IM in accordance with the Statement of Work (SOW) (Attachment 1) to provide the equivalent of two (2) man-years (MY) of effort and services on a monthly basis for a period of twelve (12) months.	24	Manmonth		
				NET AMT	\$0.00
	Funded Amount				

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102 OPTION	Other Direct Costs (ODC). COST ODCs to support CLIN 0101 in accordance with the SOW (Attachment 1).		Lot		
				ESTIMATED COST	\$(EST.)
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103 OPTION	Data and Reports. FFP Provide data and reports for CLINs 0101 and 0102 in accordance with the Contract Data Requirements Lists (CDRLs), DD Form 1423-1 (Exhibit A). NOT SEPARATELY PRICED (NSP).		Lot		NSP

NET AMT

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201 OPTION	Services in support of MDA/IM. FFP Services in support of MDA/TM in accordance with the Statement of Work (SOW) (Attachment 1) to provide the equivalent of two (2) man-years (MY) of effort and services on a monthly basis for a period of twelve (12) months.	24	Manmonth		

NET AMT

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202 OPTION	Other Direct Costs (ODC). COST ODCs to support CLIN 0201 in accordance with the SOW (Attachment 1).		Lot		
				ESTIMATED COST	\$ (EST.)
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203 OPTION	Data and Reports. FFP Provide data and reports for CLINs 0201 and 0202 in accordance with the Contract Data Requirements Lists (CDRLs), DD Form 1423-1 (Exhibit A). NOT SEPARATELY PRICED (NSP).		Lot		NSP
				NET AMT	
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301 OPTION	Services in support of MDA/IM. FFP Services in support of MDA/IM in accordance with the Statement of Work (SOW) (Attachment 1) to provide the equivalent of two (2) man-years (MY) of effort and services on a monthly basis for a period of twelve (12) months.	24	Manmonth		
				NET AMT	
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302 OPTION	Other Direct Costs (ODC). COST ODCs to support CLIN 0301 in accordance with the SOW (Attachment 1).		Lot		
				ESTIMATED COST	\$ (EST.)
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0303 OPTION	Data and Reports. FFP Provide data and reports for CLINs 0301 and 0302 in accordance with the Contract Data Requirements Lists (CDRLs), DD Form 1423-1 (Exhibit A). NOT SEPARATELY PRICED (NSP).		Lot		NSP
				NET AMT	
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0401 OPTION	Services in support of MDA/IM. FFP Services in support of MDA/IM in accordance with the Statement of Work (SOW) (Attachment 1) to provide the equivalent of two (2) man-years (MY) of effort and services on a monthly basis for a period of twelve (12) months.	24	Manmonth		
				NET AMT	
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0402	Other Direct Costs (ODC).		Lot		
OPTION	COST				
	ODCs to support CLIN 0401 in accordance with the SOW (Attachment 1).				
				ESTIMATED COST	\$ (EST.)
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0403	Data and Reports.		Lot		
OPTION	FFP				NSP
	Provide data and reports for CLINs 0401 and 0402 in accordance with the Contract Data Requirements Lists (CDRLs), DD Form 1423-1 (Exhibit A).				
	NOT SEPARATELY PRICED (NSP).				

NET AMT

Funded Amount \$0.00

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
000101	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
000201	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0101	N/A	N/A	N/A	Government
0102	N/A	N/A	N/A	Government
0103	N/A	N/A	N/A	Government
0201	N/A	N/A	N/A	Government
0202	N/A	N/A	N/A	Government
0203	N/A	N/A	N/A	Government
0301	N/A	N/A	N/A	Government
0302	N/A	N/A	N/A	Government

0303	N/A	N/A	N/A	Government
0401	N/A	N/A	N/A	Government
0402	N/A	N/A	N/A	Government
0403	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 12-JAN-2006 TO 11-JAN-2007	N/A	MISSILE DEFENSE AGENCY (MDA) LOU MAES CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 697-6572 FOB: Destination	HQ0006
000101	N/A	N/A	N/A	N/A
0002	POP 12-JAN-2006 TO 11-JAN-2007	N/A	MISSILE DEFENSE AGENCY (MDA) LOU MAES CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 697-6572 FOB: Destination	HQ0006
000201	N/A	N/A	N/A	N/A
0003	POP 12-JAN-2006 TO 11-JAN-2007	N/A	MISSILE DEFENSE AGENCY (MDA) LOU MAES CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 697-6572 FOB: Destination	HQ0006
0101	POP 12-JAN-2007 TO 11-JAN-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0102	POP 12-JAN-2007 TO 11-JAN-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0103	POP 12-JAN-2007 TO 11-JAN-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0201	POP 12-JAN-2008 TO 11-JAN-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006

0202	POP 12-JAN-2008 TO 11-JAN-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0203	POP 12-JAN-2008 TO 11-JAN-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0301	POP 12-JAN-2009 TO 11-JAN-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0302	POP 12-JAN-2009 TO 11-JAN-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0303	POP 12-JAN-2009 TO 11-JAN-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0401	POP 12-JAN-2010 TO 11-JAN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0402	POP 12-JAN-2010 TO 11-JAN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0403	POP 12-JAN-2010 TO 11-JAN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006

ACCOUNTING AND APPROPRIATION DATA

AA: 9760400.2520 6 BM 60901598C00 233J S12135 MD6060148C0713 620188
 AMOUNT: [REDACTED]

AB: 9760400.2520 6 BM 60901598C00 233J S12135 MD6060148C0717 620188
 AMOUNT: [REDACTED]

BASIC SUPPORT SERVICES PROGRAM

a. This is a Firm Fixed Price (FFP) order. The FFP CLIN is CLIN 0001 (and respective CLINs for each option year). Other Direct Costs are addressed under CLIN 0002 (and respective CLINs for each option year). Deliverables are addressed under CLIN 0003 (and respective CLINs for each option year).

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

b. The contractor agrees to provide a firm fixed price for CLIN 0001 (and respective CLINs for each option year). The CLIN 0001 man-month price extended for the actual number of man-months provided covers all services that are part of the contractor's project plan and applicable staffing plan. The CLIN 0001 price includes all related project management, supervision, administrative support, and operating supplies whether performed on-site

in MDA facilities or in contractor facilities. Travel and reimbursable items addressed in paragraph c. below will not be included in CLIN 0001 (and respective CLINs for each option year).

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

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

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

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

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

This order is subject to the terms and conditions of the General Services Administration (GSA) Federal Supply Schedule (FSS) Contract GS-35F-0884N and all clauses and provisions in full text or incorporated by reference herein. In the event of conflict, this SF 1449 shall govern.

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

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

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

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

2. ORDER ACCOUNTING

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

- (1) Government order number.
- (2) Period of performance.
- (3) Amount due by CLIN:
 - Labor CLINs - fixed man-month unit price extended for the actual number of man-months provided for CLIN 0001 (and respective CLINs for each option year) and labor hours by labor category for CLIN 0004 (and respective CLINs for each option year).
 - ODC CLINs - itemized costs.

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

c. Under no circumstances will any invoice exceed: the period of performance or fixed man-month unit price extended for the actual number of man-months provided under CLIN 0001 and respective option CLINs; the period of performance or authorized labor hours under CLIN 0004 and respective option CLINs; or the established cost ceiling under CLIN 0002 and respective option CLINs.

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

3. PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

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

4. PERIOD OF PERFORMANCE

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

5. REMITTANCE ADDRESS

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

InfoStructures, Inc.
5 Choke Cherry Road, Suite 350
Rockville, MD 20850
Attn: Accounts Payable

6. ACQUISITION OF FACILITIES

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

7. TRAVEL, TRAVEL COSTS, AND OTHER DIRECT COSTS

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

b. Extended Commuting Travel.

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

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

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

8. DELIVERABLES

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

9. LOCATION OF PERFORMANCE

a. On-site work under CLIN 0001 (and respective CLINs for each option year) will be performed at MDA National Capital Region (NCR) sites (currently Federal Office Building #2 (FOB2), Pentagon, and various locations in Crystal City, Arlington, Virginia, Landover, MD, Alexandria, VA and the Suffolk Building, Fairfax, Virginia). Should off-site personnel be required at a future date in the NCR, the following shall apply: Off-site personnel are expected to perform tasks from a contractor facility within a 30 minute one-way commute time from MDA Headquarters (FOB2) during rush hour by car, regularly scheduled public transportation, or a regularly scheduled shuttle system (i.e. transportation not specific or chargeable to this contract). Any proposed personnel place of performance outside the local NCR metropolitan area must be explained/justified.

b. RESERVED

10. KEY STAFF

a. The Contractor shall notify and obtain the approval of the PCO and COR prior to making any changes in key staff. If replacing key staff the Contractor shall adhere to the following: (1) replacement person's qualifications are equal to or better than the qualifications of the person being replaced as proposed and accepted at the time of task order award; and (2) if adding personnel to fill newly added key staff positions, the added person's qualifications are equal to or better than the desired qualifications of this task order. Key Staff positions are designated in Attachment 5.

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

11. RESERVED

12. RESERVED

13. RESERVED

14. CONTRACT MODIFICATION

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

15. RESERVED

16. ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

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

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

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

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

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

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

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

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

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

d. **Representations and Disclosures:**

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

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

e. Remedies and Waiver:

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

(2) The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Contractor may at any time seek a waiver from the Director, MDA, (via the Contracting Officer) by submitting a full written description of the requested waiver and the reasons in support thereof.

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

17. PUBLIC RELEASE OF INFORMATION (JAN 2003)

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

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

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

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

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

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

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

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

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

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

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

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

j. Outlines or rough drafts will not be cleared.

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

18. ENABLING CLAUSE FOR BMD INTERFACE

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

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

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

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

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

19. MDA VISIT AUTHORIZATION PROCEDURES

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

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

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

20. SMALL BUSINESS PARTICIPATION REPORTING REQUIREMENT

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

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

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

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

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

(2) Hardcopy mailed to:

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

21. FEDERAL ACQUISITION REGULATIONS REQUIREMENTS

The following FAR requirements are incorporated by reference:

FAR 52.204-2 Security Requirements (AUG 1996)

FAR 52.243-1 Changes —Fixed-Price (AUG 1987), Alternate III (APR 1984).

FAR 52.243-3 Changes —Time-and-Materials or Labor-Hours (SEP 2000).

22. DEFENSE FEDERAL ACQUISITION REGULATIONS SUPPLEMENT REQUIREMENTS

The following DFARS requirements are incorporated by reference:

252.204-7000 Disclosure Of Information (DEC 1991)

252.204-7005 Oral Attestation of Security Responsibilities (NOV 2001)

252.232-7003 Electronic Submission of Payment Requests (JAN 2004)

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

23. RESERVED

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

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

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

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

(2) Cancel the MDA badge, keycard and Pentagon Pass issued pursuant to the Visit Authorization

- Request/Letter; and
(3) Terminate the MDA LAN account/access privileges.

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

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

25. PRICE SAVINGS SHARE OPPORTUNITY

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

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

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Missile Defense Agency/IM, Contract Data Requirements List, Exhibit A		8-DEC-05
Attachment 1	Statement of Work (SOW)		8-DEC-05
Attachment 2	Government Furnished Information (GFI)-Government Furnished Equipment (GFE) and Other Direct Cost Limitations	1	
Attachment 3	Organizational Conflict of Interest (OCI) Analysis Disclosure Form	2	19-FEB-04
Attachment 4	DD Form 254 Contract Security Classification Specification		12-DEC-05
Attachment 5	Labor Mix, Qualifications and Rates Matrix	2	
Attachment 6	RESERVED		
Attachment 7	RESERVED		
Attachment 8	Management Plan		
Attachment 9	Key Staff Relevant Qualifications (Resume Format)	1	17-DEC-03
Attachment 10	RESERVED		
Attachment 11	Past Performance Reference	1	
Attachment 12	Proprietary Information Agreement	3	
Attachment 13	Out-Processing Checklist for MDA On-Site Contractor Employees in the National Capital Region	1	

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

Exhibit A
HQ0006-06-F-0004

CONTRACT DATA REQUIREMENTS LIST

December 8, 2005

PREPARED BY
MISSILE DEFENSE AGENCY

A. INTRODUCTION

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

B. APPLICABLE DOCUMENTS

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

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

C. AUTHORITIES (BLOCK 4)

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

D. APPROVAL (BLOCK 8)

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

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

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

F. SUPPLEMENTAL INFORMATION

G. DEFINITIONS OF ACRONYMS AND ABBREVIATIONS

<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	MTHLY	Monthly
11	N/A	Not applicable
13	xx DARP	xx Days After Reporting Period

I. ADDRESSEE LIST

Block 14

Entry

Complete Mailing Address

MDA/IM

Missile Defense Agency
Lou Maes/IM
Contracts Directorate
7100 Defense Pentagon
Washington, DC 20301-7100

MDA/CTS

Missile Defense Agency
Marc Lesser/CTS
Contracts Directorate
7100 Defense Pentagon
Washington, DC 20301-7100

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response. 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 forms to the Government Printing Office for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0003, 0103, 0203, 0303, 0403		B. EXHIBIT A	C. CATEGORY TDP _____ TM _____ OTHER _____ X																
D. SYSTEM/ITEM Telecommunications		E. CONTRACT/PR. NO. HQ0006-06-F-0004	F. CONTRACTOR INFOSTRUCTURES, INC. 5 CHOKE CHERRY ROAD, SUITE 350 ROCKVILLE, MD 20850																
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Status Report		3. SUBTITLE Monthly Status Report																
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80368/T, Jun 1987		5. CONTRACT REFERENCE		6. REQUIRING OFFICE MDA/IM															
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION b. COPIES														
8. APP CODE N/A	11. AS OF DATE 0	13. DATE OF SUBSEQUENT SUBMISSION 20 DARP																	
16. REMARKS Block 12: The first submission and thereafter are due immediately after completion of each 30 day period of work beginning at the start date of the contract. Block 14: Delivery shall be by electronic media unless otherwise directed by the Contracting Officer's Representative (COR).				<table border="1"> <tr> <th rowspan="2">a. ADDRESSEE</th> <th rowspan="2">Draft</th> <th colspan="2">Final</th> </tr> <tr> <th>Rep</th> <th>Repro</th> </tr> <tr> <td>MDA/CT</td> <td></td> <td>1</td> <td></td> </tr> <tr> <td>MDA/IM/IMO</td> <td></td> <td>1</td> <td></td> </tr> </table>		a. ADDRESSEE	Draft	Final		Rep	Repro	MDA/CT		1		MDA/IM/IMO		1	
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G. PREPARED BY		H. DATE	I. APPROVED BY Louis Maes, Assist Chief, MDA/IM/IMO		J. DATE														

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 the data, reviewing the collection of information, reviewing suggestions for reducing this burden, to Department of Defense, Washington Headquarters Service, 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 Project Director (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Printing Office for the Contract/PR No. listed in block 7.

A. CONTRACT LINE ITEM NO. 0003, 0103, 0203, 0303, 0403		B. EXHIBIT A	C. CATEGORY TDP _____ TM _____ OTHER <input checked="" type="checkbox"/>	
D. SYSTEM/ITEM Telecommunications		E. CONTRACT/PR. NO. HQ0006-06-F-0004		F. CONTRACTOR INFOSTRUCTURES, INC. 5 CHOKE CHERRY ROAD, SUITE 350 ROCKVILLE, MD 20850
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM Funds and Labor Hour Expenditures Report		3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-81537, Mar 1997		5. CONTRACT REFERENCE		6. REQUIRING OFFICE MDA/IM
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 DARC	b. COPIES
16. REMARKS				a. ADDRESSEE
<p>Block 12: The first submission and thereafter are due immediately after completion of each 30 day period of work beginning at the start date of the contract.</p> <p>Block 14: Delivery shall be by electronic media unless otherwise directed by the PCO. FLHERs will be prepared and submitted electronically using the Combined Acquisition Reporting and Analysis Tool (CARAT). To establish a Contractor account in CARAT contact 703-882-6433 or 703-882-6424.</p>				MDA/CT
				MDA/IM/IMO
				15. TOTAL
				⇒ 0 1 0
G. PREPARED BY		H. DATE	I. APPROVED BY Louis Maes, Assist Chief, MDA/IM/IMO	
			J. DATE	

**Statement of Work for Communications Technician
Supporting the Missile Defense Agency (MDA)
December 8, 2005**

OBJECTIVE:

The Missile Defense Agency (MDA) relies heavily on telecommunications systems for daily operations. The Agency anticipates continuing service through the Class 5 Electronic Switching System (5ESS) located in the Pentagon; the CENTREX service at Federal Office Building Two (FOB2) (1301 Southgate Road, Arlington, VA 22202) and Crystal Square II (1550 Crystal Drive, Arlington, VA 22202); the Merlin Systems located within MDA's warehouses (6340 Columbia Park Road, Landover, MD 20785 and 5741 General Washington Drive, Alexandria, VA 22312); and the Post Branch Exchange (PBX) installed at the Suffolk Building (5611 Columbia Pike, Falls Church, VA 22041).

The mission of the Telecommunications Services Department is to provide responsive, timely, accurate, informative, courteous, and professional customer service to the Agency. The goal is to take ownership of the customer's request or problems and follow through to successful conclusion.

STAFFING OBJECTIVE:

The Senior Telecommunications Technicians (Technicians) are responsible for performing a variety of specialized and technical duties in the maintenance of the Agency's telecommunications systems. The Technicians understand not only individual systems and services, but also how the systems and services interrelate to comprise an integrated communications system.

Senior Telecommunications Technician Position Description

General Knowledge

- Integrated Services Digital Network (ISDN) installation and troubleshooting of terminals, telephone instruments, and NT1's (Network Terminating Unit 1).
- Installation and repair of Merlin Key systems and instruments.
- Installation of Tone Commander instruments.
- PBX and Hybrid familiarity – Training will be provided.
- Voice technology and skills to consist of analog, circuit signaling (Ground Start/Loop Start (GS/LS), ear and mouth (E&M) signaling, and tie lines).
- T1 transmission and signaling – AMI (Alternate Mark Inversion), B8ZS (Bipolar 8 Zero Substitution), ESF (Extended Superframe Format), D4 (4th Generation Channel Bank), DSX (Digital System Cross Connect Frame), and DS1 (Digital Signal Level 1) – Training will be provided.
- Data test sets such as SAGE, Firebird, and ISDN – Training will be provided.
- Structured cabling and wiring to include patch panels, patch cords, and cross-connecting circuits. Familiarity with wiring standards such as 568A and 568B.

- PC literacy to include Microsoft Word, Excel, and Outlook.
- Attend continuing education to keep abreast of current convergent technologies to include but not limited to PBX, voicemail systems, TCP/IP (Transmission Control Protocol/Internet Protocol), T1 and T3, call center applications, and structured cable – Responsibility of the contractor.

Job Responsibilities:

- Perform moves, adds, and changes (MAC) activities at all supported sites to include FOB2, CS2, Suffolk, warehouses, etc. as needed.
- Coordinate all MAC activities with Support Specialist.
- Transportation will be provided to shuttle personnel and equipment to and from sites as needed – for larger volumes of equipment movement, transportation will be provided. Expense compensation will be made for parking and mileage when shuttle service is not available or during weekend assignments.
- Provide repair services and MAC in response to service requests according to government designated priorities as needed.
- Inform Support Specialist of resolution and update the inventory database with related changes such as cable records, inventory, terminals, etc.
- Troubleshoot telephone instruments, both analog and digital, and report findings to Support Specialist.
- Troubleshoot analog trunks (Central Office (CO) lines) in PBX using system tools and other test equipment, such as buttsets, and report findings to Support Specialist for escalation to Telco.
- Troubleshoot T1 and Primary Rate Interface (PRI) circuits in PBX and report findings to Support Specialist for escalation to Telco.
- Assist in the development and maintenance of an inventory database updating cable records and directory changes as a result of MAC activity. This information will be provided to the Support Specialist upon completion of the MAC (Form 80) request. Updates shall be exported to the master database electronically.
- Properly label and mark all cables, jacks and terminations related to MACs, repairs and installations with a Sharpie, Brother P-touch or similar labeler.
- Submit a list for replenishment of miscellaneous materials and tools as needed to efficiently perform job responsibilities, such as cross connect wire, tie wraps, buttons, patch cords, blocks, brackets, zip screws, punch tool blades, etc.
- Maintain and update cable records database in real-time and upon completion of MAC orders for all sites.
- Maintain inventory updates to a dynamic database due to MAC activity, repairs and installations. Updates shall be exported to the master database.
- Maintain equipment inventory of NT1's, ISDN instruments, patch cords, and miscellaneous items such as cross connect wire, etc. so that ample resources are available to complete MAC orders. Inform Senior Engineer of requests for replenishment of materials when needed.
- Return defective equipment to Senior Engineer for repair authorization with an appropriate description of the defect attached.

- Maintain and store inventory at described locations onsite in an orderly manner.
- Maintain all closets at all sites in an orderly manner. Floors shall be kept clean and void of all unnecessary equipment.
- Respond and complete all MAC and/or Form 80 orders, meeting scheduled deadlines.
- Repair cable problems as required and maintain database records (i.e., swap defective cable pairs and tag as defective in closets, Main Distribution Frame (MDF), and Intermediate Distribution Frame (IDF's), etc).
- Complete all paperwork related to MAC orders and return these forms in real time to the Support Specialist upon completion.
- Submit an activity report of daily activities once every two weeks, to be completed and submitted no later than 2 days following the end of the report period. Appropriate activity codes and a brief description shall be used.
- Complete MDA requirements for PC usage and LAN access.
- Respond to all E-mails daily in a timely manner.
- Respond to priority pages and or cell phone.
- Accept responsibility to safeguard government provided cell phones from loss or damage, and use government provided cell phones only for matters related to performance of the contract requirements.
- All overtime must be pre-approved by the Assistant Deputy for Infrastructure Management via the COR, with the exception of emergency repair calls.

Coverage:

- Hours for normal business coverage (duty-hours) for repair, MAC and installations are from 0800 to 1700 Monday through Friday.
- Each Technician is required to be on call every other week on a rotating basis between 1701 to 0759 seven days a week for emergencies. Any changes to the rotation will be noted and reported to the Engineer, Deputy and Chief of Telecom Operations.
- Compensation for after duty-hour outages, repairs or emergencies will be at a time and a half rate with a minimum of 1-hour compensation for each request. Types of emergencies include, but not limited to, non-operating telecommunication systems. Emergencies can be designated by the Program Analyst, Senior Engineer or the COR.
- Technicians will respond to pages or cell phone calls within 30 minutes.
- Escalate to telecom management (engineer or chief) when assistance is needed with issues and inform engineer of resolutions to all issues.

Other Requirements:

- One Technician is required to have a DOD top secret clearance while the other Technician is required to have a DOD secret clearance. However, if both Technicians have DOD secret clearances and one Technician is capable of receiving and maintaining a DOD top secret clearance AND is in the process of

[REDACTED] then this requirement is fulfilled.
Technicians with [REDACTED]

- A valid driver's license.
- Flexibility and a can-do, team attitude, such as: A willingness to be flexible as tasks and scheduling dictates; accept and attend training as needed; support all MDA sites for MAC, installation and repair; attend staff meetings; provide positive input and suggestions to improve processes; assist other team members with tasks that support administrative functions, such as maintaining the inventory database.

PERIOD OF PERFORMANCE

One (1) base year and Four (4) One-Year Options.

DESCRIPTION OF WORK REQUIRED:

Oversight required

Telecommunications Technicians receive work assignments under the direction of the Telecommunications Senior Engineer. Telecommunications Technicians confer with Senior Engineer for system problems and complex user requirements.

Distinguishing Features

This position requires a demonstrated level of experience in PBX.

EXAMPLES OF DUTIES:

The following duty statements are illustrative of the essential functions of the job and do not include other non-essential or marginal duties that may be required. MDA reserves the right to modify or change the duties or essential functions of this job at anytime.

- Administers telephone switching equipment and maintains integrity of related databases.
- Administers voice mail system including analyzing requests for voice mail and working with users to provide solutions that meet their needs.
- Provides user support for all system users and provides information to users regarding capabilities of voice mail and voice systems.
- Perform diagnostics to identify and troubleshoot hardware and software problems.
- Performs software changes to all systems.
- Performs telephone training as requested.
- Maintains all technical systems including PBX, voice mail, Automatic Call Distributions (ACD) systems, and call detail recording equipment.
- Installation of wiring, cabling and cross connection, and the ability to follow standards

- Supervises and coordinates vendor maintenance of equipment.
- Performs additional technical support as needed.
- Perform related work as required.

REQUIRED KNOWLEDGE AND SKILL

- Possess a technical knowledge and ability to perform telecommunication functions.
- The ability to communicate in English clearly and concisely, both orally and in writing.
- The ability to work effectively with other employees, customers, and vendors.
- Ability to analyze and trouble shoot hardware and software problems in order to resolve PBX and voice mail performance issues.
- Ability to install wire, cable and cross-connections in accordance with voice/data services and industry standards.
- Perform intermediate PBX, and basic voice mail administration functions to include programming administration for ACD and vectoring.
- Ability to train users on telephone and voice mail use and features.
- Technical skill and knowledge to perform daily incident reports and service requests assignments.
- Ability to perform project lead role responsibilities for single or multiple smaller projects.
- Ability to handle multiple tasks and assignments.
- Ability to perform programming and system analysis support to planning, administration, and implementation of telecommunications services.

EDUCATION AND EXPERIENCE

- Associates degree or equivalent training and previous technical experience as a switch engineer in a large PBX environment (see general knowledge section for further detail).
- Octel voice mail knowledge desirable.
- Working knowledge of personal computer applications (specifically Windows and Microsoft Office).

Complexity/Responsibility

Work in this position is characterized by the requirements of possessing a high level of knowledge of the various equipment and software associated with the telecommunication systems.

Scope of Interpersonal Contacts

Contacts are with staff members, superiors, peers, and all levels of customer directorate personnel and vendors.

Necessary Special Requirements

- Daily connectivity via cellular telephone
- Possession of a valid class "C" driver's license
- One Technician is required to have a [REDACTED] while the other Technician is required to have a [REDACTED]. However, if both Technicians have [REDACTED] and one Technician is capable of receiving and maintaining a [REDACTED] [REDACTED] then this requirement is fulfilled. Technicians with [REDACTED]
- Certified on Avaya G650 – Experience requirement – Technicians should have detailed knowledge of AT&T/Lucent/Avaya phone and voicemail systems.
- Ability to work after hours, on-call, to assist with emergency situations.
- Required to cover multiple sites.
- Forty hours of technical training to support Avaya PBX G650 Release.

Work Environment

Work is generally performed in a standard office environment with site visits both outdoors and indoors to various equipment locations to assist with projects. Position requires the carrying of a cellular telephone in order to respond and assist with after-hour emergency situations. The Technicians' work stations are FOB2 (6713C) and Suffolk Building (O5D23A).

Physical Demands

Daily use of computer (keyboarding) and office telephone equipment is required. While this position commonly entails 50-80% sitting and the remaining time standing or walking, the following physical demands could be associated with this position:

- Lifting or carrying up to 50 pounds (i.e., PC, various telephone equipment, or tools).
- Pushing or pulling up to 100 pounds (i.e., cart to haul equipment).
- Stooping, kneeling, crouching, climbing, or reaching (i.e., cross connecting, wiring, punch down, cabling and for installation of various telephone equipment).
- Fingering (i.e., typing, jack, line cord and headset installations).
- Grasping (i.e., cross connect punch down, jack installations, etc.).

The Technician will provide all labor associated with installations, moves, rearrangements and removal of business communications equipment. The Technician will also provide maintenance on existing MDA telecommunications equipment.

DELIVERABLES:

Deliverables

Date Due

- | | |
|-------------------------------|--------------------------------|
| 1. Monthly Status Reports | Commencing 4 weeks after award |
| 2. Monthly COTR Visit | Commencing at contract award |
| 3. Monthly Expenditure Report | Commencing 4 weeks after award |

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

GOVERNMENT FURNISHED INFORMATION

1. Access telecommunication inventory data base through the MDA network.

GOVERNMENT FURNISHED EQUIPMENT

1. Two personal computers to access the MDA network

OTHER DIRECT COSTS

Quoted price for two existing Senior Telecommunication Technicians includes up to 120 overtime hours per year, parking costs, technical training, cell phones, local travel and other incidentals.

1. Non-Local Travel

Anticipated Destination

Anticipated Frequency

All contractor travel (non-local) under this contract must be approved in advance in writing by the Contracting Officer's Representative (COR) using MDA Form 110 (dated March 2001).

2. Other Costs: as authorized by the COR

PROPRIETARY INFORMATION AGREEMENT

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

RECITAL

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

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

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

AGREEMENTS

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

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

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

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

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

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

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

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

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

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

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

By _____

By _____

Date _____

Date _____

OUT-PROCESSING CHECKLIST FOR MDA ON-SITE CONTRACTOR EMPLOYEES IN THE NATIONAL CAPITAL REGION

Name :

Room Number :

Prime Contractor :

Contract # :

Out-Processing Date :

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

Contractor Employee Signature

or Contractor Program Manager Signature:

Date : _____

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

Phone number where the employee may be reached:

COR Signature :

Date : _____

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

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