SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER: 44057, BASIC

2. CONTRACT NO.: GS-35F-4655H

3. AWARD/EFFECTIVE DATE: 03-Sep-2004

4. ORDER NUMBER: HQ0006-04-F-0028

5. SOLICITATION NUMBER:

6. SOLICITATION ISSUE DATE:

7. FOR SOLICITATION INFORMATION CALL: a. NAME

b. TELEPHONE NUMBER *(No Collect Calls)*

8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE HQ0006

MISSILE DEFENSE AGENCY (MDA)
7100 DEFENSE PENTAGON
DALE WRIGHT
703-692-6367 FAX 703-695-8172
WASHINGTON DC 20301-7100

TEL: 703-692-6367
FAX: 703-695-8172

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

NAICS: 517212
SIZE STANDARD:

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

12. DISCOUNT TERMS

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

13b. RATING DX

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

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/ OFFEROR CODE 0HAL7

TELECOMMUNICATION SYSTEMS, INC.
TINA MYLES
275 WEST STREET
ANNAPOLIS MD 21401-3400

TEL.410-280-1052 FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE HQ0105

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

[ ] 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)

$117,033.92

[ ] 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

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES
[X] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

REF: TCS Quote Q1256, dated 8/6/04

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: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

A. C. Cieciorski

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

31c. DATE SIGNED: 8 Sep 04

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
A.C. Cieciorski
Director of Contracts, Service Bureau

30c. DATE SIGNED: 9/8/04

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
DALE L. WRIGHT
Director, CTA

TEL: EMAIL:

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/ORD FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BL KS 12, 17, 23, 24, AND 30

1. REQUISITION ' BER 44057, BASIC

2. CONTRACT NO. GS-35F-4655H

3. AWARD/EFFECTIVE DATE 03-Sep-2004

4. ORDER NUMBER HQ0006-04-F-0028

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME

b. TELEPHONE NUMBER *(No Collect Calls)*

8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE HQ0006

MISSILE DEFENSE AGENCY (MDA)
7100 DEFENSE PENTAGON
DALE WRIGHT
703-692-6367 FAX 703-695-8172
WASHINGTON DC 20301-7100

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[ ] HUBZONE SMALL BUSINESS
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SEE SCHEDULE

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SEE ITEM 9

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	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

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

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REF: TCS Quote Q1256, dated 8/6/04

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: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

31c. DATE SIGNED 08-Sep-2004

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

30c. DATE SIGNED

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

DALE L. WRIGHT / DIRECTOR, CTA

TEL: 703-692-6367 EMAIL: dale.wright@mda.osd.mil

THORIZED FOR LOCAL REPRODUCTION
REVIOUS EDITION IS NOT USABLE

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

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

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot	$50,374.83	$50,374.83

Swiftlink 2300 Backpack System
FFP
This is an order off of GSA contract GS-35F-4655H, Part Number: TCS-SWL-2300-CONF-004. This is for the Swiftlink 2300 Backpack System w/2nd Nera M4 (KIV-7 GFE). See Attachment A of vendor quote. The following components are included:

Item	Quantity
Panasonic P-18 Pentium laptop computer	1 each
4-Port Ethernet Switch	1 each
INMARSAT M-4 terminal	1 each
KIV-7 Encryption Device (GFE)	1 each
Cisco Mobile Access Router	1 each
2-VoIP Ports Cisco ATA	1 each
Klas CSU/DSU	1 each

PURCHASE REQUEST NUMBER: 44057, BASIC

NET AMT	$50,374.83
ACRN AA Funded Amount	$50,374.83

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Years	$4,933.86	$4,933.86

Extended Level Product Support Services
FFP
This is an order off of GSA Contract Schedule GS-35F-4655H, Part Number TCS-SWL-2300-SUPP-015. This item is for the Extended Level Product Support Services for the Swiftlink 2300. See Attachment B of vendor quote.

On-site user training and coordination to be coordinated between Government technical representative and contractor engineering representative listed in inspection/acceptance clause.

PURCHASE REQUEST NUMBER: 44057, BASIC

NET AMT $4,933.86

ACRN AA Funded Amount $4,933.86

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lot	$51,312.00	$51,312.00

Backpack SIPRNet Homestation
FFP
This is an order off of GSA contract GS035F-4655H, Part Number TCS-SWL-2300-HS-0003C as modified by vendor quote. This item is for the SIPRNet Homestation (Configured for 5 users upgradable to 8). See Attachment C of vendor quote. The following components are included:

Item	Part Number	Quantity
Encryption:		
8-Bay Kiv rack	3018-2	1 each
RED SIDE KIV 7 CABLE DB 37 TO DB 25 6 FT	PEC301401	5 each
BLACK SIDE KIV 7 CABLE DB7 TO DB 25 6 FT	PEC301402	5 each
LAN/WAN Equipment:		
3700 Series, 2-slot, Dual FE, Multiservice Access Router	CISCO3725	1 each
Cisco 3725 Ser IOOS IP PLUS	S372CP-12305	1 each
32 to 128MB Cisco 3700 Compact Flash factory upgrade	MEM3725-32U128CF	1 each
128 to 256MB DRAM factory upgrade for the Cisco 3725	MEM3725-128U256D	1 each
8-Port Async/Sync Serial Network Module	NM-8A/S	1 each
High density analog voice/fax network module	NM-HAD-4FXS	1 each
4-port voice/fax expansion module-FXO	EM-HAD-4FXO	1 each
16-channel DSP module for NM-HAD	DSP-HAD-16	1 each
Power Cord, 110V	CAB-AC	1 each
8x5x4 Svc, Cisco 3725 2 slot Appl. Svs Rtr	CON- SNTE-3725	1 each
SMART 16 SHELF DUAL AC	4202023L2	1 each
OPTIONAL AC REDUNDANT POWER SUPPLY FOR SMART 16/16E SHELVES	120204811	1 each
ISU 2x64 (RM) U-INTERFACERACK MOUNT ISDN BRI TA	1200074L1	5 each
Misc Cable/Patch Panel/Non-Secure TroubleShooting Assembly	CABMISC	5 each
POWERWARE SERIES 5115 UPS 1440 VA/100WATT 50/60 HZ	5115-1500RM	1 each

PURCHASE REQUEST NUMBER: 44057, BASIC

NET AMT	$51,312.00
ACRN AA Funded Amount	$51,312.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lot	$10,413.23	$10,413.23

Portable office Equipment
FFP
This is an incidental open market order for Portable Office Equipment. Contractor ensures compatibility to the Swiftlink 2300 System. See Attachment D of vendor quote. The following components are included:

Item	Part Number	Quantity
Optura 10 Video Camera		1 each
60 Minute Mini DV Tape	AY-DVM60EJ	5 each
Lithium Ion Battery Pack, 4500mAh-Spare	DBBP535	1 each
Compact Flash Card-Spare	SDC-8M	1 each
Slimline USB 2.0 DVD/CD-RW External		1 each
i80 Color Bubble Jet Printer		1 each
TravelScan 464		1 each
Custom Pelican case for camera, scanner, printer		3 each
KlasPeer2Peer Networking Software	KLAS-P2P	1 each
Klas Camera Point to Point Video Conference Application	KLAS-CAM	2 each
USB Mini Video Camera		2 each

PURCHASE REQUEST NUMBER: 44057, BASIC

NET AMT	$10,413.23
ACRN AA Funded Amount	$10,413.23

FOB: Destination

INSPECTION AND ACCEPTANCE

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Government site	Government Technical Rep	Government site	Government Technical Rep
0002	Government site	Government	Government site	Government

0003	Government site	Government	Government site	Government
0004	Government site	Government	Government site	Government

Technical Representatives:

MDA/ION
Josef Ajamu/Eric Quist
703-325-1630/703-697-2948

Customer Representative:

Primary: Michael Chalmers
MDA/SIC
703-697-6570

Alternate: Bob Dearth
MDA/SIC
703-695-8043

Contractor representative, installer and trainer:

Greg Kasson
Engineer and trainer
1-813-569-1209 (TCS Florida)

DELIVERIES AND PERFORMANCE

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	12 October 2004	1 lot	See address below	HQ0006
0002	31 October 2004	1 year	On-site training and coordination to be Coordinated between Government technical rep And contractor engineering representative	HQ0006
0003	12 october 2004	1 lot	See address below	HQ0006
0004	12 october 2004	1 lot	See address below	HQ0006

Missile Defense Agency (MDA) warehouse
5741 General Washington Drive
Alexandria, Virginia 22312

Technical Representatives:

Government:

MDA/ION
Josef Ajamu/Eric Quist
703-325-1630/703-697-2948

Contractor Engineer/trainer:

Greg Kasson
1-813-569-1209

ACCOUNTING AND APPROPRIATION DATA

AA: 9740400.2520 40603890C 3141 012123 BMDO0146244057
AMOUNT: $117,033.92

CLAUSES INCORPORATED BY REFERENCE

52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2004) (DEVIATION)

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.252-2 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):

http://farsite.hill.af.mil/vffara.htm
http://www.acqnet.gov/far/

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2004) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract(FAR 52.212-5 (APR 2004) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

G-01 CONTRACT ADMINISTRATION (JAN 2001)

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-02 IDENTIFICATION OF CORRESPONDENCE (JAN 2001)

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

G-03 TAXPAYER IDENTIFICATION NUMBER (TIN) (JAN 2001)

The Contractor's taxpayer identification number is 52-1526369. This number shall appear in the space identifying the Contractor in the appropriate blocks of contract forms and billing submittals.