

**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:

a. 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

12. DISCOUNT TERMS

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

UNRESTRICTED  
 SET ASIDE: 100 % FOR

DESTINATION UNLESS  
BLOCK IS MARKED  
 SEE SCHEDULE

SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
 8(A)

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

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

NAICS: 811213  
SIZE STANDARD: \$6.0 M

13b. RATING

14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

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

CODE HQ0006

16. ADMINISTERED BY

CODE

**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

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

See Schedule

**\$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.lessersmda.mil

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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
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**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

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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 IAW the National Industrial Security Program Operating Manual and will forward all visit requests, identifying the contract number, to:

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

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

#### **20. SMALL BUSINESS PARTICIPATION REPORTING REQUIREMENT**

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

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

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

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

(1)  Electronic format through the following website: [www.rndasmallbusiness.com](http://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 Service, Directorate for Information Operations and Reports, (215 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 Printing Contracting Office for the Contract/PR No. listed in Block B.

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												
8. APP CODE N/A		11. AS OF DATE 0	13. DATE OF SUBSEQUENT SUBMISSION 20 DARP	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 Contracting Officer's Representative (COR).</p>			<table border="1"> <thead> <tr> <th rowspan="2">Draft</th> <th colspan="2">Final</th> </tr> <tr> <th>Rep.</th> <th>Repro</th> </tr> </thead> <tbody> <tr> <td>MDA/CT</td> <td>1</td> <td></td> </tr> <tr> <td>MDA/IM/IMO</td> <td>1</td> <td></td> </tr> </tbody> </table>			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												

